

**SECOND AMENDMENT OF FEE-IN-LIEU OF TAX AND
SPECIAL SOURCE CREDIT AGREEMENT**

This Second Amendment to Fee-in-Lieu-of-Tax and Special Source Credit Agreement (the "Second Amendment") is made and entered into as of _____, 2019, by and between Greenville County, South Carolina ("County"), a body politic and corporate and political subdivision of the State of South Carolina, Tower Automotive Operations USA I, LLC, a limited liability company organized under the laws of Delaware (the "Company"), and STAG Industrial Holdings, LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Sponsor Affiliate").

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined and described in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meanings as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the "Code"), and if not defined therein shall have the meanings as defined in Title 4, Chapters 1 and 29 of the Code; and

WHEREAS, the County, the Company and the predecessor to the Sponsor Affiliate previously entered into a Fee-in-Lieu of Tax and Special Source Credit Agreement dated as of November 17, 2015 (the "Fee Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Fee Agreement originally provided for, among other things, a fee-in-lieu of *ad valorem* taxes benefit to the Company, as well as a special source revenue credit ("SSRC") equal to either 25% of the fee payments thereunder for a period of ten (10) years in connection with an investment of \$20,000,000 in the Project (as defined in the Fee Agreement) by the end of the Investment Period as defined in the Fee Agreement, or 35% of the fee payments thereunder for a period of fifteen (15) years in connection with an investment of \$35,000,000 in the Project by the end of the Investment Period as defined in the Fee Agreement; and

WHEREAS, the Fee Agreement was amended (the "First Amendment") on July 12, 2016, by the predecessor to the Sponsor Affiliate, Stone Mountain Industrial Park, Inc., a corporation organized and existing under the laws of the State of Georgia ("Stone Mountain"), along with the Company and the County, to provide that the Sponsor intended to expand the Project and increase its investment to a total of \$75,000,000 by the end of the Investment Period; and

WHEREAS, the Company's current total investment in the County is approximately \$102,000,000 dollars, well in excess of its original investment commitment to the County; and

WHEREAS, the Company now plans to increase its investment even further by virtue of another expansion in the amount of approximately \$15,000,000; and

WHEREAS, the latest expansion will add an estimated additional 24 new manufacturing jobs to the plant, bringing the total full time equivalent jobs to over 170 jobs; and

WHEREAS, as an inducement to the latest expansion, the Company has requested that the County amend the Fee Agreement for a second time to provide for a three year extension of the Investment Period in the Fee Agreement; and

WHEREAS, the County has approved and authorized the execution of this Second Amendment by an Ordinance of County Council adopted _____, 2019.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Company agree as follows:

1. In exchange for the Company investing a further \$15,000,000 in the County, the County agrees to amend the definition of "Investment Period" set forth on page 5 of the Fee Agreement from five (5) years to eight (8) years, so that the definition shall read as follows:

"Investment Period" means the period beginning with the first date that an economic development property for the project is leased or placed in service by the Company, whichever date is earlier, and ending on the last day of the eighth property tax year following the Commencement Date.

2. Except as described in this Second Amendment, the Fee Agreement shall remain unchanged and in full force.

3. If any term, provision, or any portion of this Second Amendment shall, to any extent and for any reason, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Second Amendment shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this Second Amendment shall be valid and enforceable to the fullest extent permitted by the law. To the extent that any benefits for the Company provided under this Second Amendment are held invalid or unenforceable, the County, to the extent permitted by the law, shall take whatever action required and permitted under the law to provide the Company with incentives that would afford the Company the same or substantially similar value of those benefits found invalid or unenforceable.

4. Counterparts. The parties may execute this Second Amendment in counterparts, each of which is an original and all of which, together, constitutes one and the same Second Amendment.

[signatures on following pages]

IN WITNESS WHEREOF, Greenville County, South Carolina, has executed this Second Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and its County Administrator and attested by the Clerk to the County Council, and the Company and the Sponsor Affiliate have each executed this Second Amendment by causing their corporate names to be hereunto subscribed by their authorized representatives, all being done as of the day and year first written above.

GREENVILLE COUNTY, SOUTH CAROLINA

Herman G. "Butch" Kirven, Jr.
County Council Chairman

Date

Joe Kernell
County Administrator

Date

ATTEST:

Regina McCaskill
Clerk to County Council

IN WITNESS WHEREOF, Greenville County, South Carolina, has executed this Second Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and its County Administrator and attested by the Clerk to the County Council, and the Company and the Sponsor Affiliate have each executed this Second Amendment by causing their corporate names to be hereunto subscribed by their authorized representatives, all being done as of the day and year first written above.

TOWER AUTOMOTIVE OPERATIONS USA I, LLC (COMPANY)

By: _____

Its: _____

Date: _____

STAG INDUSTRIAL HOLDINGS, LLC

By: _____

Its: _____

Date: _____