

---

**FIRST AMENDMENT TO  
FEE AGREEMENT**

between

**GREENVILLE COUNTY, SOUTH CAROLINA,**

and

**BAUSCH & LOMB INCORPORATED**

**Dated as of September 16, 2015**

**Amended as of \_\_\_\_\_, 2019**

## **FIRST AMENDMENT TO FEE AGREEMENT**

**THIS FIRST AMENDMENT TO FEE AGREEMENT** (the “First Amendment”) made and entered into as of \_\_\_\_\_, 2019, by and between **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the “County”) and **BAUSCH & LOMB INCORPORATED**, a New York corporation ( the “Company”).

### **RECIPIALS**

A. The County and the Company did heretofore enter into that certain Fee Agreement dated as of September 16, 2015 (the “Original FILOT Agreement”), pursuant to which the Company agreed to make, and the County agreed to accept, negotiated fee in lieu of tax payments with respect to the Project (as defined in the Original FILOT Agreement).

B. The Company has applied for a five year extension of the Project Period (as defined in the Original FILOT Agreement) as permitted under with Section 12-44-30(13) of the Code (as defined in the Original FILOT Agreement), and the County desires to extend the Project Period by an additional five years through December 31, 2025, in accordance with Section 12-44-30(13) of the Code.

C. The County has determined that, in consideration of the Company’s substantial on-going investment in the Project and the Company’s agreement to increase its minimum investment in the Project from at least \$7,000,000 to at least \$20,000,000, the economic development of the County will be served by such five-year extension of the Project Period.

D. The County authorized the foregoing actions to be taken for the benefit of the Company pursuant to that certain Resolution adopted by the Council with respect to this First Amendment on \_\_\_\_\_, 2019 and pursuant to that certain Ordinance with respect to this First Amendment on \_\_\_\_\_, 2019.

### **TERMS OF FIRST AMENDMENT**

NOW, THEREFORE, in consideration of the premises, and respective representations and agreements hereinafter contained, and the sum of \$10.00 in hand, duly paid by the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

Section 1. Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the Original FILOT Agreement. The recitals set forth above are true and correct and hereby incorporated into this First Amendment.

Section 2. Amendment of Original FILOT Agreement. The Original FILOT Agreement shall be amended as follows:

(a) The definition of “**Minimum Investment**” is hereby revised to read as follows:

“**Minimum Investment**” shall mean non-exempt investment in the Project of at least \$20,000,000.”

(b) The definition of “**Threshold Date**” is hereby revised to read as follows:

“**Threshold Date**” shall mean December 31, 2025”.

(c) Except as expressly amended hereby, the terms and provisions of the Original FILOT Agreement shall remain unchanged and in full force and effect.

Section 3. Entire Understanding. The Original FILOT Agreement, as amended by this First Amendment, express the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein.

Section 4. Severability. In the event that any clause or provisions of this First Amendment 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 5. Multiple Counterparts. This First Amendment 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.

[Signatures begin on next page]

IN WITNESS THEREOF, the County has executed this First Amendment to Fee Agreement by causing its name to be hereunto subscribed and to be attested to by the Clerk of its County Council and the Company has executed this First Amendment to Fee Agreement being done as of the day and year first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Chairman, County Council of Greenville County

By: \_\_\_\_\_  
Greenville County Administrator

[SEAL]

Attest:

\_\_\_\_\_  
Clerk, County Council of Greenville County

[Signature page 1 – First Amendment to Fee Agreement]

BAUSCH & LOMB INCORPORATED

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Signature page 2 – First Amendment to Fee Agreement]