

JOINDER AGREEMENT

Reference is hereby made to that certain Fee in Lieu of Tax Agreement dated _____, 2019 (the "Fee Agreement") between Greenville County, South Carolina (the "County"), and [PROJECT BLACKBIRD] (the "Company").

1. Joinder to Fee Agreement.

The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement; and (b) acknowledges and agrees that (i) in accordance with Section 5.13 of the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(A)(20) and Section 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement, including but not limited to the following indemnification covenants:

(a) Notwithstanding any other provisions in the Fee Agreement, this Joinder Agreement or in any other agreements with the County, the undersigned agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the "Indemnified Parties") harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the undersigned, its members, officers, shareholders, employees, servants, contractors, and agents during the Term, and the undersigned further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) the undersigned entering into and performing its obligations under this Joinder Agreement or the Fee Agreement, (ii) any breach or default on the part of the undersigned in the performance of any of its obligations under the Fee Agreement or this Joinder Agreement, (iii) any act of negligence of the undersigned or its agents, contractors, servants, employees or licensees, (iv) any act of negligence of any assignee or lessee of the undersigned or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the undersigned, or (v) any environmental violation, condition, or effect with respect to the Project caused by the undersigned. The undersigned shall indemnify, defend and save the County harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and upon notice from the County, the undersigned shall defend it in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT to the undersigned, by reason of the execution of this Joinder Agreement, by the reason of the performance of any act requested of the County by the undersigned, or by the operation of the Project by the undersigned, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the undersigned shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the undersigned shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of the Fee Agreement or this Joinder Agreement by the County.

(c) Notwithstanding anything in the Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the undersigned shall survive any termination of the Fee Agreement or this Joinder Agreement.

2. General Provisions.

To the extent of any conflict between the Fee Agreement and this Joinder Agreement, the terms and provisions of this Joinder Agreement shall govern and control as to matters pertaining to the undersigned, and any conflicting terms and provisions of the Fee Agreement shall be deemed amended to the extent necessary not to conflict with the provisions hereof. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee 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.

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

Date

[SPONSOR AFFILIATE]

By: _____
Name: _____
Its: _____
Address: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

[PROJECT BLACKBIRD]

By: _____

Its: _____