

**FIRST AMENDMENT TO  
FEE IN LIEU OF TAX AGREEMENT**

**between**

**GREENVILLE COUNTY, SOUTH CAROLINA**

**and**

**PROJECT MIRROR**

**Dated as of \_\_\_\_\_, 20\_\_**

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**This First Amendment pertains to that certain Fee in Lieu of Tax Agreement, dated as of January 22, 2019, between Greenville County, South Carolina and Project Mirror (as successor in interest by assignment to Project Mirror Predecessor Company).**

**FIRST AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT**

**THIS FIRST AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT** (this “*First Amendment*”) is made and entered into as of \_\_\_\_\_, 20\_\_ by and between **GREENVILLE COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Greenville County Council (the “*County Council*”) as the governing body of the County, and a company identified for the time being as **PROJECT MIRROR** (as successor in interest by assignment to Project Mirror Predecessor Company) (the “*Company*”).

**RECITALS**

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. The Company and the County are party to that certain Fee in Lieu of Tax Agreement dated as of January 22, 2019 (the “*FILOT Agreement*”), wherein the County agreed to provide certain incentives with respect to the Project (as defined in the FILOT Agreement) to constitute a facility in the County for the warehousing, distribution, assembly, and/or manufacture of \_\_\_\_\_ and related products.

3. The Company has committed to further invest, or cause further investment, in the Project and to create additional jobs, or cause the creation of additional jobs, at the Project in the County and, in consideration of such commitments and in accordance with Section 12-44-40(K) of the FILOT Act, the County has determined to approve certain modifications to the FILOT Agreement, all as memorialized, ratified, and detailed more particularly herein.

4. By enactment of an Ordinance on \_\_\_\_\_, 20\_\_, the County Council has authorized the County to enter into this First Amendment with the Company, which modifies the FILOT Agreement as referenced above and as set forth in this First Amendment.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

Section 1.     Definitions. Defined terms utilized herein and not otherwise defined herein shall have the meanings ascribed to them in the FILOT Agreement.

Section 2.     Amendment of FILOT Agreement. The FILOT Agreement is hereby amended as follows:

(a) Section 1.01 is hereby amended as follows:

i. The definition of “Administration Expenses” is deleted in its entirety and the following is substituted therefor:

“*Administration Expenses*” shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including, without limitation, reasonable attorney’s fees incurred by the County for review of the First

Amendment and any written joinder agreement prepared in connection therewith; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

- ii. The definition of “Company” is deleted in its entirety and the following is substituted therefor:

**“Company”** shall mean a company identified for the time being as Project Mirror (as successor in interest by assignment to Project Mirror Predecessor Company), and any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

- iii. The definition of “Credit Eligible Entity” is inserted and included to read as follows:

**“Credit Eligible Entity”** shall have the meaning ascribed thereto in Section 4.02(a) hereof.

- iv. The definition of “Fee Agreement” is deleted in its entirety and the following is substituted therefor:

**“Fee Agreement”** shall mean this Fee in Lieu of Tax Agreement, as originally executed and from time to time supplemented or amended as permitted herein, including, without limitation, as amended by the First Amendment.

- v. The definition of “First Amendment” is inserted and included to read as follows:

**“First Amendment”** shall mean that certain First Amendment to Fee in Lieu of Tax Agreement, dated as of \_\_\_\_\_, 20\_\_, by and between the County and the Company.

- vi. The definition of “Improvements” is inserted and included to read as follows:

**“Improvements”** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

- vii. The definition of “Infrastructure” is inserted and included to read as follows:

**“Infrastructure”** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

- viii. The definition of “Investment Period” is deleted in its entirety and the following is substituted therefor:

**“Investment Period”** shall initially mean, and be equal to, the Standard Investment

Period; provided, however, in the event that the Level 1 Minimum Investment Threshold is satisfied by the end of the Standard Investment Period, the Investment Period shall be automatically extended, without further action or proceedings of the County or the County Council, by two (2) years beyond the Standard Investment Period to end seven (7) years after the Commencement Date.

- ix. The definition of “Land” inserted and included to read as follows:

**“Land”** means the land upon which the Project will be located, as described in Exhibit B attached hereto.

- x. The definition of “Level 1 Minimum Investment Threshold” is inserted and included to read as follows:

**“Level 1 Minimum Investment Threshold”** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates, in the aggregate, of at least \$29,390,100 (without regard to depreciation or other diminution in value) in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

- xi. The definition of “Level 1 Special Source Credits” is inserted and included to read as follows:

**“Level 1 Special Source Credits”** shall have the meaning ascribed thereto in **Section 4.02(a)** hereof.

- xii. The definition of “Level 2 Minimum Investment Threshold” is inserted and included to read as follows:

**“Level 2 Minimum Investment Threshold”** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates, in the aggregate, of at least \$49,390,100 (without regard to depreciation or other diminution in value) in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

- xiii. The definition of “Level 2 Special Source Credits” is inserted and included to read as follows:

**“Level 2 Special Source Credits”** shall have the meaning ascribed thereto in **Section 4.02(a)** hereof.

- xiv. The definition of “Level 3 Minimum Investment Threshold” is inserted and included to read as follows:

**“Level 3 Minimum Investment Threshold”** shall mean, with respect to the Project, investment by the Company and any Sponsor Affiliates, in the aggregate, of at least \$64,390,100 (without regard to depreciation or other diminution in value) in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

- xv. The definition of “Level 3 Special Source Credits” is inserted and included to read

as follows:

**“Level 3 Special Source Credits”** shall have the meaning ascribed thereto in **Section 4.02(a)** hereof.

- xvi. The definition of “MCIP Act” is inserted and included to read as follows:

**“MCIP Act”** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

- xvii. The definition of “Project” is deleted in its entirety and the following is substituted therefor:

**“Project”** shall mean the Land and all the Equipment and Improvements that the Company and any Sponsor Affiliates determine to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and, except as set forth below, placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including, without limitation, property which has been subject to *ad valorem* taxation in the State prior to the commencement of the Investment Period; provided, however, the Project shall include, pursuant to Section 12-44-110 of the FILOT Act, (a) any modifications which constitute an expansion of the real property portion of the Project and (b) property allowed pursuant to Section 12-44-110(3) of the FILOT Act, including, without limitation, those Improvements acquired by a company identified for the time being as Project Mirror Affiliate on \_\_\_\_\_, 2018 pursuant to \_\_\_\_\_.

- xviii. The definition of “Special Source Credit Commencement Year” is inserted and included to read as follows:

**“Special Source Credit Commencement Year”** shall have the meaning ascribed thereto in **Section 4.02(a)** hereof.

- xix. The definition of “Special Source Credits” is inserted and included to read as follows:

**“Special Source Credits”** shall mean the Level 1 Special Source Credits, the Level 2 Special Source Credits, or the Level 3 Special Source Credits, as the case may be, to which a Credit Eligible Entity is entitled under **Section 4.02** hereof.

- xx. The definition of “Sponsor Affiliate” is deleted in its entirety and the following is substituted therefor:

**“Sponsor Affiliate”** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof. As of the effective date of the First Amendment, the only Sponsor

Affiliate is a company identified for the time being as Project Mirror Affiliate.

xxi. The definition of “Term” is inserted and included to read as follows:

“**Term**” shall mean the term of this Fee Agreement.

xxii. The definition of “Termination Date” is deleted in its entirety and the following is substituted therefor:

“**Termination Date**” shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 19<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company and any Sponsor Affiliate will make at least 20 annual FILOT payments under Article IV hereof with respect to its respective portion of each Phase of the Project; provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof the Termination Date shall mean the date of such termination; provided further, and notwithstanding the foregoing, that in the event that the Level 1 Minimum Investment Threshold is satisfied by the end of the Standard Investment Period, the Termination Date shall be automatically amended, without further action or proceedings by the County or the County Council, to be the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which each Phase of the Project is placed in service, it being the intention of the parties that, in such event, the Company and any Sponsor Affiliates will make at least 30 annual FILOT payments under Article IV hereof with respect to its respective portion of each Phase of the Project.

(b) Subsection (c) of Section 2.01 is hereby deleted in its entirety and the following is substituted therefor:

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company and any Sponsor Affiliate selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(c) Subsection (d) of Section 2.02 is hereby deleted in its entirety and the following is substituted therefor:

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met, the Contract Minimum Investment Requirement within the Standard Investment Period.

(d) The first sentence of subsection (a) of Section 3.01 is hereby deleted in its entirety and the following is substituted therefor:

The Company intends and expects, together with any Sponsor Affiliate, to (i) acquire and renovate the Project, and (ii) meet the Contract Minimum Investment Requirement within the Standard Investment Period.

(e) Section 4.01(a) is hereby amended as follows:

- i. “Step 1” is deleted in its entirety and the following is substituted therefor:

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property and Improvements for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

- ii. “Step 2” is deleted in its entirety and the following is substituted therefor:

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 19 years thereafter, or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments, including, without limitation, such longer period to be applicable upon satisfaction of the Level 1 Minimum Investment Threshold.

- (f) The second sentence of Section 4.01(b) is hereby deleted in its entirety and the following is substituted therefor:

If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes or payments in lieu of taxes pursuant to the MCIP Act, as the case may be, from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates.

- (g) Section 4.02 is hereby deleted in its entirety and the following is substituted therefor:

Section 4.02    Special Source Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse for qualifying capital expenditures incurred for costs of the Infrastructure and in the event the Level 1 Minimum Investment Threshold is satisfied by the end of the Standard Investment Period, the Company and each Sponsor Affiliate (each, a “*Credit Eligible Entity*”) shall be entitled to receive, and the County agrees to provide, annual special source revenue credits against each FILOT Payment due from each such Credit Eligible Entity with respect to the Project

for a period of ten (10) consecutive tax years in an amount equal to twenty-five percent (25%) of such FILOT Payment (that is, with respect to investment made by such Credit Eligible Entity in the Project), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement (the “**Level 1 Special Source Credits**”), beginning with the FILOT Payment due from such Credit Eligible Entity for the tax year corresponding to the property tax year in which the Level 1 Minimum Investment Threshold is satisfied (the “**Special Source Credit Commencement Year**”); provided, however, that in the event that the Level 2 Minimum Investment Threshold is satisfied by the end of the Investment Period, such special source revenue credit percentage shall automatically increase from twenty-five percent (25%) to thirty percent (30%), beginning with the FILOT Payment due from such Credit Eligible Entity for the tax year corresponding to the property tax year in which Level 2 Minimum Investment Threshold is satisfied, and the existing special source revenue credit term of ten (10) tax years shall automatically extend from ten (10) consecutive tax years beginning with the Special Source Credit Commencement Year to fifteen (15) consecutive tax years beginning with the Special Source Credit Commencement Year (the “**Level 2 Special Source Credits**”); provided further, that in the event that the Level 3 Minimum Investment Threshold is satisfied by the end of the Investment Period, such special source revenue credits percentage shall automatically increase from thirty percent (30%) to thirty-five percent (35%) for the remainder of the fifteen tax years comprising the period referenced above (the “**Level 3 Special Source Credits**”), beginning with the FILOT Payment due from such Credit Eligible Entity for the tax year corresponding to the property tax year in which the Level 3 Minimum Investment Threshold is satisfied.

(b) As set forth in Section 4.02(a) hereof, the Special Source Credits to which a Credit Eligible Entity is entitled under this Fee Agreement shall only become due and payable to such Credit Eligible Entity upon the satisfaction of the Level 1 Minimum Investment Threshold, the Level 2 Minimum Investment Threshold, or the Level 3 Minimum Investment Threshold, as the case may be. Notwithstanding the foregoing, for any tax year for which Special Source Credits are due to a Credit Eligible Entity under this Fee Agreement, application of the Level 1 Special Source Credits, the Level 2 Special Source Credits, or the Level 3 Special Source Credits for such tax year shall be the Special Source Credits applicable for the highest investment threshold in the Project (without regard to depreciation or other diminution in value) by the Company and any Sponsor Affiliates (of those set investment thresholds set forth in the Level 1 Minimum Investment Threshold, the Level 2 Minimum Investment Threshold and the Level 3 Minimum Investment Threshold) met and maintained as of the last day of the property tax year corresponding to such tax year.

(c) Notwithstanding anything herein to the contrary, under no circumstances shall any Credit Eligible Entity be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Credit is taken.

(d) In no event shall the aggregate amount of all Special Source Credits claimed by all Credit Eligible Entities exceed the amount expended with respect to the Infrastructure at any point in time. In connection with its receipt of the Special Source Credits set forth in Section 4.02(a) hereof, the Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit C.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Credit is taken against any FILOT Payment on personal property, and the personal property is removed from the Project at any time during the term of this Fee Agreement (and not replaced with qualifying Replacement Property), the amount of the FILOT Payment due on such personal property for the year in which such personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to each Credit Eligible Entity by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Credit to be provided to such Credit Eligible Entity for such property tax year.

(g) The Special Source Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

(h) Subsection (ii) of Section 4.03(a) is hereby deleted in its entirety and the following is substituted therefor:

(ii) the sum of the amount of FILOT Payments the Company and such Sponsor Affiliates have actually paid with respect to the Economic Development Property (after application of all Special Source Credits) and the amount of Special Source Credits actually received by the Company and such Sponsor Affiliates and applied against such FILOT Payments for the period through and including the end of the Investment Period (such excess, a “*Deficiency Amount*”).

(i) The third sentence of Section 4.04 is hereby deleted in its entirety and the following is substituted therefor:

If it is removed from the Project, it is subject to *ad valorem* property taxes or payments in lieu of taxes pursuant to the MCIP Act, as the case may be, to the extent such removed property remains in the State and is otherwise subject to *ad valorem* property taxes or payments in lieu of taxes pursuant to the MCIP Act, as the case may be.

(j) The last clause of Section 4.06 is hereby deleted in its entirety and the following is substituted therefor:

and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes or payments in lieu of taxes pursuant to the MCIP Act, as the case may be, thereon, calculated as set forth in Section 4.01(b) hereof.

(k) The first clause of the second sentence of Section 5.09 is hereby deleted in its entirety and the following is substituted therefor:

In order to preserve the FILOT and Special Source Credit benefits afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected:

- (l) The second sentence of Section 6.02(a) is deleted in its entirety and the following is substituted therefor:

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company's (together with any Sponsor Affiliates) failure to meet any investment obligations under this Fee Agreement, including, without limitation, the Contract Minimum Investment Requirement, the Level 1 Minimum Investment Threshold, the Level 2 Minimum Investment Threshold, the Level 3 Minimum Investment Threshold and, to the extent permitted by law, the FILOT Act Minimum Investment Requirement, other than as expressly set forth in this Fee Agreement.

- (m) Section 7.01 is hereby amended as follows:

- i. The notice address for the Company is hereby deleted in its entirety and the following is substituted therefor:

If to the Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With copies to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tushar V. Chikhliker  
Nexsen Pruet, LLC  
1230 Main Street, Suite 700  
Columbia, South Carolina 29201

- (n) Section 7.07 is hereby deleted in its entirety and the following is substituted therefor:

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act, the MCIP and this Fee Agreement to effectuate the purposes of this Fee Agreement.

- (o) Section 7.08 is hereby deleted in its entirety and the following is substituted therefor:

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentives permissible under the FILOT Act and the MCIP Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to

effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act and the MCIP Act, to locate the Project in the County. In case a change in the FILOT Act, the MCIP Act, or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT and/or Special Source Credit incentives, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act, MCIP Act, or South Carolina laws.

- (p) Exhibit A to the FILOT Agreement is hereby deleted in its entirety and the following is substituted therefor:

See Form of Exhibit A to FILOT Agreement attached hereto.

- (q) The form of Exhibit B attached to this First Amendment is hereby inserted and included as Exhibit B to the FILOT Agreement.

- (r) The form of Exhibit C attached to this First Amendment is hereby inserted and included as Exhibit C to the FILOT Agreement.

Section 3. Remaining Terms and Provisions. Except as expressly amended hereby, the terms and provisions of the FILOT Agreement shall remain unchanged and in full force and effect.

Section 4. Entire Understanding. The FILOT Agreement, as amended by this First Amendment, expresses the entire understanding and all agreements of the parties hereto pertaining to the matters set forth herein and therein and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in the FILOT Agreement, as amended by this First Amendment, or in certificates delivered in connection with the execution and delivery hereof.

Section 5. Severability. In the event that any clause or provision 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 6. Multiple Counterparts; Electronic Signatures. 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. Signature pages may be delivered with original signatures or by photostatic reproduction, telephonic facsimile transmission, email or other electronic transmission or other similar means whereby each original signature has been reproduced (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), and all reproduced signatures shall be deemed “electronic signatures” and equivalent to an original signature for all purposes.

*[Signature Pages Follow]*

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this First Amendment to Fee in Lieu of Tax Agreement to be executed in its name and on its behalf by the Chairman of County Council and the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this First Amendment to Fee in Lieu of Tax Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**GREENVILLE COUNTY, SOUTH CAROLINA**

(SEAL)

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

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

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Greenville County, South Carolina

**PROJECT MIRROR**

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

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

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

**Form of Exhibit A to FILOT Agreement**

See attached.

**EXHIBIT A**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Project Mirror (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax Agreement dated as of January 22, 2019 between Greenville County, South Carolina (the "**County**") and the Company (as successor in interest by assignment to Project Mirror Predecessor Company), as amended by that certain First Amendment to Fee in Lieu of Tax Agreement dated as of \_\_\_\_\_, 20\_\_ between the County and the Company (collectively, as amended, the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Standard Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROJECT MIRROR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Form of Exhibit B to FILOT Agreement**

See attached.

**EXHIBIT B**

**DESCRIPTION OF THE LAND**

[To be inserted.]

**Form of Exhibit C to FILOT Agreement**

See attached.

**EXHIBIT C**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Project Mirror (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax Agreement dated as of January 22, 2019, between Greenville County, South Carolina (the "**County**") and the Company (as successor in interest by assignment to Project Mirror Predecessor Company), as amended by that certain First Amendment to Fee in Lieu of Tax Agreement dated as of \_\_\_\_\_, 20\_\_ between the County and the Company (collectively, as amended, the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Credits previously received by each Credit Eligible Entity is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) **[Use only if expenditures for personal property will be used to account for Special Source Credits.]** Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

<u>Personal Property Description</u>	<u>Investment Amount</u>
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All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**PROJECT MIRROR**

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

Its: \_\_\_\_\_