

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF FEE IN LIEU OF TAX AGREEMENT**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAX AGREEMENT (this “**Assignment Agreement**”) is made and entered into effective as of the 31st day of December, 2021 (with the partial assignment and assumption of the FILOT Agreement contemplated by this Assignment Agreement having effect as of the Closing Date, as defined herein), by and among **SOUTHCHASE WILSON BRIDGE, LLC**, a Georgia limited liability company (“**Original Owner**”), **NHT SOUTHCHASE, LLC**, a Delaware limited liability company (“**Assignor**”), **MDH F1 GREENVILLE SOUTHCHASE, LLC**, a Delaware limited liability company (“**Assignee**”), and **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “**County**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the FILOT Agreement (as that term is defined below).

WITNESSETH:

WHEREAS, Original Owner and the County entered into that certain Fee-in-Lieu of Tax Agreement dated as of January 1, 2018 (as amended, the “**FILOT Agreement**”), a true and correct copy of which is attached as Exhibit A hereto, wherein, in relevant part, the County agreed to provide certain incentives to Original Owner with respect to certain real property, more particularly described in Exhibit A to the FILOT Agreement (the “**Land**”); and

WHEREAS, as of the effective date of the FILOT Agreement, Original Owner owned the entire Land located in the County upon which the Project was constructed and is operated; and

WHEREAS, after the effective date of the FILOT Agreement, Original Owner conveyed all of its rights and obligations under the FILOT Agreement to Assignor, a subsidiary company of Original Owner, pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax Agreement dated as of December 21, 2018 (the “**Subsidiary Assignment**”); and

WHEREAS, after the effective date of the FILOT Agreement, the Land has been subdivided such that the County, Assignor and Assignee desire to amend the FILOT Agreement to modify the description of the Land, as described in Exhibit A to the FILOT Agreement; and

WHEREAS, on November 12, 2020 (the “**Closing Date**”) Assignor conveyed to Assignee a portion of the Land comprising the Project with such portion of the Land being more particularly described in Exhibit B to this Assignment Agreement, attached hereto and incorporated herein by reference (the “**Sold Property**”); and

WHEREAS, Assignor desires to assign to Assignee all of its, rights, title and interest in and to the FILOT Agreement solely with respect to the Sold Property, and Assignee desires to assume all, rights, title and interest of Assignor thereunder, solely with respect to the Sold Property; and

WHEREAS, the Assignor and the Assignee desire for the FILOT Agreement to be bifurcated such that the FILOT Agreement will remain in effect as to the Assignor as it relates to all property

not included in the Sold Property, and will apply separately to the Assignee as it relates to the Sold Property; and

WHEREAS, the County has or will ratify this Assignment Agreement, Partial Assignment and Assumption of the FILOT Agreement via resolution of its County Council.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subsidiary Assignment. To the extent the County's consent is or was required under the FILOT Agreement, or under South Carolina law, for the Subsidiary Assignment, the County hereby ratifies, approves and consents to such Subsidiary Assignment.

2. Partial Assignment and Assumption of FILOT Agreement. Assignor does hereby sell, assign, transfer, convey and set over to Assignee all of Assignor's right, title, and interest under the FILOT Agreement, solely with respect to the Sold Property, and Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the FILOT Agreement solely with respect to the Sold Property, with such assignment and assumption having effect as of the Closing Date.

3. Land Covered by FILOT. Assignor and Assignee, with the consent of the County as confirmed by the County's signature to this FILOT Assignment, as approved by a resolution of County Council, and pursuant to Section 3.01(c) of the FILOT Agreement hereby remove and replace Exhibit A to the FILOT Agreement with Exhibit C to this FILOT Assignment, attached hereto, thereby amending the description of the Land covered by the FILOT Agreement.

4. Ongoing Rights of Assignor and Bifurcation of FILOT Agreement. As a result of the assignment and assumption of the FILOT Agreement pursuant to Section 2, the FILOT Agreement shall be deemed bifurcated such that the FILOT Agreement shall remain in full force and effect with respect to the Assignor as it applies to all portions of the Project described in Exhibit C of this Assignment Agreement except the Sold Property, and will apply separately to the Assignee as it relates to the Sold Property. All interests, duties and obligations under the FILOT Agreement as they relate to all Land covered by the FILOT except the Sold Property shall remain with the Assignor, and all interests, duties and obligations under the FILOT Agreement as they relate to the Sold Property shall apply separately to the Assignee. Any failure by the Assignor to satisfy any of its requirements under the FILOT Agreement and/or this Assignment Agreement shall have no effect on the Assignee and vice versa. The parties acknowledge and agree that any bifurcation of the Contract Minimum Investment Requirement shall be contingent upon the County's approval and execution of that certain Amendment to Fee in Lieu of Tax Agreement, by and among Assignor, Assignee and the County (the "**FILOT Amendment**") being negotiated in connection with this Assignment Agreement.

5. Consent to Partial Assignment and Assumption of FILOT Agreement. This Assignment Agreement is made subject to and is conditioned upon obtaining the consent or ratification from the County as required by Section 12-44-120 of the South Carolina Code, as

amended, and following receipt of such consent or ratification, shall be deemed effective as of the Closing Date. The County will demonstrate its consent by the passing of a resolution approving this Assignment Agreement.

6. Indemnification. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and all claims, actions, charges, fees and expenses (including, without limitation, reasonable attorneys' fees and court costs) and liabilities that result directly from the failure of Assignor to perform its obligations under, or to observe the covenants and conditions in, the FILOT Agreement and the associated South Carolina statutes.

7. Release. Effective and contingent upon the County's ratification of the Assignment Agreement, the County releases Assignee from any breach by Assignor of Assignor's, and Original Owner of Original Owner's, duties, obligations and liabilities under the FILOT Agreement with respect to the Sold Property, accruing on or before 12:00 a.m. on the Closing Date. Nothing contained in this Section 7 shall release Assignee from any other duties, obligations, or liabilities under the FILOT Agreement.

8. Assignor's and Original Owner's Representations, Warranties and Covenants. Each of Assignor and Original Owner represents and warrants as follows:

(a) the FILOT Agreement is current and in good standing with no current defaults by Original Owner or Assignor;

(b) as of the Closing Date, all required payments (including but not limited to tax payments, fee in lieu of tax payments and any required fees owed to any governmental entity or any other third party) for the Sold Property had been timely paid; and

(c) as of the Closing Date there were no outstanding taxes or fees owed for the Sold Property.

9. Reserved.

10. Notices. From and after the Closing Date, all notices delivered pursuant to the FILOT Agreement shall also be delivered to Assignee at the following addresses:

MDH F1 Greenville Southchase, LLC
3715 Northside Parkway NW
Building 400, Suite 240
Atlanta, Georgia 30327
Attn: Arun Singh, CFO
Email: asingh@mdhpartners.com

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

Womble Bond Dickinson (US) LLP
5 Exchange Street
Charleston, South Carolina 29401
Attn: Stephanie Yarbrough, Esq.
Telephone: (843) 720-4621
Email: Stephanie.Yarbrough@wbd-us.com

11. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

12. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

13. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

14. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

15. County Expenses. Assignor and Assignee agree to pay the reasonable and documented legal expenses of the County in connection with the negotiation, documentation and approval of the FILOT Assignment and this Amendment, in an amount not to exceed \$5,000. Assignor and Assignee each agree to pay 50% of such costs of the County.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Original Owner, Assignor and Assignee have caused this Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

NHT SOUTHCHASE, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

[SIGNATURES CONTINUED ON THE NEXT PAGE]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ASSIGNEE:

MDH F1 GREENVILLE SOUTHCHASE, LLC,
a Delaware limited liability company

By: _____
Name: Arun Singh
Title: Chief Financial Officer

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

ORIGINAL OWNER:

SOUTHCHASE WILSON BRIDGE, LLC, a
Georgia limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the County has approved, ratified and consented to the Assignment Agreement by the signature of its authorized representative below.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Chair of County Council

ATTEST:

Clerk to County Council

Exhibit A to Partial Assignment and Assumption of FILOT Agreement

Copy of FILOT Agreement

[to be attached]

Exhibit B to Partial Assignment and Assumption of FILOT Agreement

Sold Property Description

ALL that certain piece, parcel or lot of land, lying and being in Greenville County, State of South Carolina, being more fully shown and designated as 21.779 Acres, 948,698 Sq Ft on a survey for "Survey for Southchase Wilson Bridge, LLC " prepared by Benchmark Surveying, Inc., dated November 9, 2018 and recorded November 21, 2018 in Plat Book 1322 at Page 14, in the Office of the Register of Deeds for Greenville County, and having the following metes and bounds, to—wit:

Beginning at a Mag nail in the center of Wilson Bridge Road (S-23-1080) and being 1,351± feet east of the intersection of Wilson Bridge Road and Parsons Road. Thence, leaving the center of Wilson Bridge Road with the line of Tract C, N 14-20-54 W for 397.64 feet to an iron pin. Thence, along the arc of a curve to the left having a radius of 220.00 feet, and arc length of 97.53 feet and a chord bearing of N 27-01-29 W for 96.56 feet to an iron pin. Thence, N 39-42-03 W for 17.22 feet to an iron pin. Thence, still with the line of Tract C, S 80-07-08 W for 41.44 feet to iron pin. Thence, S 67-38-39 W for 566.56 feet to an iron pin. Thence, with the line of Stag Industrial Holdings, LLC, N 16-49-47 W for 633.29 feet to an iron pin on the right of way of Southchase Boulevard. Thence, with said right of way along the arc of a curve to the left, having a radius of 761.44 feet, an arc length of 80.04 feet and a chord bearing of N 38-36-06 E for 80.00 feet to an iron pin. Thence, leaving the right of way of Southchase Boulevard, S 35-56-21 E for 150.03 feet to an iron pin. Thence, S 10-30-56 E for 139.03 feet to an iron pin. Thence, S 33-55-31 W for 85.33 feet to an iron pin. Thence, S 56-48-46 E for 255.41 feet to an iron pin. Thence, N 79-50-36 E for 166.50 feet to an iron pin. Thence, N 34-42-15 E for 766.56 feet to an iron pin on the line of W.W.Grainger, Inc. Thence, with the line of W.W.Grainger, Inc., S 55-05-18 E for 937.27 feet to and iron pin. Thence, N 87-25-02 E for 185.26 feet to an iron pin. Thence, still with the line of W.W.Grainger, Inc., S 19-43-34 W for 365.80 feet to an iron pin in the center of Wilson Bridge Road. Thence, with the center of Wilson Bridge Road, S 75-16-19 W for 906.69 feet to a nail. Thence, S 76-29-34 W for 78.95 feet to a Mag nail, the point and place of beginning.

Derivation: This being the same property conveyed to MDH F1 Greenville Southchase, LLC, a Delaware limited liability company by deed from NHT Southchase, LLC, a Delaware limited liability company, dated November 12, 2020 and recorded November 16, 2020 in the Greenville County Register of Deed Office in Deed Book 2608, Page 4878.

FOR INFORMATIONAL PURPOSES ONLY:

Tax Map ID Number: 0335000100429

Property Address: 250 Wilson Bridge Road, Fountain Inn, SC

Exhibit C to Partial Assignment and Assumption of FILOT Agreement

Updated Property Description

All that certain piece, parcel or tract of land situate, lying and being on the northern side of Wilson Bridge Road in Greenville County, State of South Carolina, being shown and designated as Tract B, containing 5.112 acres, and Tract C, containing 5.332 acres, in accordance with a plat made for Southchase Wilson Bridge, LLC, dated March 1, 2021, by Benchmark Surveying, Inc. Reference to said plat is hereby made for a complete metes, bounds, courses and distances description thereon. Said Plat being recorded March 3, 2021 in Plat Book 1391, Page 48, in the Office of the Register of Deeds for Greenville County.

AND

ALL that certain piece, parcel or lot of land, lying and being in Greenville County, State of South Carolina, being more fully shown and designated as 21.779 Acres, 948,698 Sq Ft on a survey for "Survey for Southchase Wilson Bridge, LLC " prepared by Benchmark Surveying, Inc., dated November 9, 2018 and recorded November 21, 2018 in Plat Book 1322 at Page 14, in the Office of the Register of Deeds for Greenville County, and having the following metes and bounds, to—wit:

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