

AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT

THIS AMENDMENT TO FEE IN LIEU OF TAX AGREEMENT (this “**Amendment**”) is made and entered into as of the ____ day of _____, 2022, by and among **NHT SOUTHCHASE, LLC**, a Delaware limited liability company, (“**NHT**”), **MDH F1 GREENVILLE SOUTHCHASE, LLC**, a Delaware limited liability company (“**MDH**”), 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, Southchase Wilson Bridge, LLC, a Georgia limited liability company (“**Original Owner**”) 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; and

WHEREAS, after the effective date of the FILOT Agreement, Original Owner conveyed all of its rights and obligations under the FILOT Agreement to NHT, a subsidiary company of Original Owner; and

WHEREAS, effective November 12, 2020, NHT conveyed a portion of the property comprising the project to MDH, with such portion of the property more particularly described in Exhibit B to this Amendment (the “**Sold Property**”), and, in connection with such conveyance, NHT assigned to MDH all of its rights, title and interest in and to the FILOT Agreement with respect to the Sold Property (and MDH assumed such rights, title and interests) (the “**FILOT Assignment**”); and

WHEREAS, in connection with the FILOT Assignment, NHT and MDH agreed that the satisfaction of the Contract Minimum Investment Requirement would be an obligation solely of NHT, to be satisfied with investment in the portion of the Project other than the Sold Property (the “**Retained Property**”); and

WHEREAS, the County has approved this Amendment via Ordinance 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. Section 1.01 of the FILOT Agreement is hereby amended by restating the definition of “Contract Minimum Investment Requirement” in its entirety as follows:

“**Contract Minimum Investment Requirement**” shall mean: (i) with respect to the Sold Property, investment by the Company and any Sponsor Affiliates of at least \$5,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement) and (ii) with respect to the Retained Property, investment by the Company and any Sponsor Affiliates of at least \$5,000,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement). As used herein, the terms “**Sold Property**” and “**Retained Property**” shall have the meanings given to such terms in that certain Amendment to Fee in Lieu of Tax Agreement dated as of _____, 2022 by and among NHT Southchase, LLC, MDH F1 Greenville Southchase, LLC and the County. The County acknowledges and agrees that, as of the effective date of the FILOT Assignment (as defined herein), the Contract Minimum Investment Requirement has been satisfied with respect to the Sold Property.

2. The FILOT Agreement is hereby amended by adding a new Section 4.02(c) to the FILOT Agreement, which shall read as follows:

(c) Notwithstanding anything herein to the contrary, the County agrees that, from and after the effectiveness of that certain Partial Assignment and Assumption of Fee in Lieu of Tax Agreement among Southchase Wilson Bridge, LLC, NHT Southchase, LLC (“**NHT**”), MDH F1 Greenville Southchase, LLC (“**MDH**”) and the County (the “**FILOT Assignment**”), the requirements in this Fee Agreement to satisfy the Contract Minimum Investment Requirement with respect to the Retained Property shall be deemed to be requirements solely of NHT with respect to the Retained Property. Any investment requirements with respect the Sold Property shall be deemed satisfied, and the remedies set forth in this Section 4.02 for failure to meet the Contract Minimum Investment Requirements shall be applicable solely to NHT with respect to the Retained Property. NHT represents that, as of _____, 2022, it has invested at least \$5,000,000 in real and personal property with respect to the Retained Property.

3. Except as modified by this Amendment, the parties hereto acknowledge that the FILOT Agreement remains in full force and effect.

4. This Amendment 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.

5. This Amendment 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.

6. NHT and MDH 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. NHT and MDH each agree to pay 50% of such costs of the County.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first written above.

NHT SOUTHCHASE, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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

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

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Willis Meadows
Chair of County Council

By: _____
Joseph Kernell
County Administrator

ATTEST:

Regina McCaskill
Clerk to County Council

EXHIBIT A

COPY OF FILOT AGREEMENT

[See attached]

EXHIBIT B

LEGAL DESCRIPTION OF SOLD PROPERTY

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