

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

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF FEE IN LIEU OF TAX AGREEMENT** (the “*Assignment*”) is made as of _____, 2023 (the “*Effective Date*”) between **PRECORP OF SOUTH CAROLINA, INC.** a South Carolina corporation (the “*Assignor*”) and **WALTER USA, LLC**, a Wisconsin limited liability company (“*Assignee*”) (collectively, the “*Parties*”).

WHEREAS, pursuant to the authorization granted under Title 12, Chapter 44 (the “*FILOT Act*”) of the Code of Laws of South Carolina, 1976, as amended (the “*Code*”), Assignor is a party to that certain Fee in Lieu of Tax Agreement dated December 1, 2013 (the “*FILOT Agreement*”), originally by and among Assignor as the operating company, BBW Properties, LLC as the landlord, and Greenville County (the “*County*”), acting by and through its County Council (the “*County Council*”), which provided for certain benefits and incentives as inducements for economic development within the County;

WHEREAS, Section 12-44-120 of the FILOT Act authorizes a transfer, with the applicable county’s consent, of an interest in a fee in lieu of tax agreement and the economic development property to which the fee in lieu of tax agreement relates, at any time;

WHEREAS, BBW Properties, LLC assigned all of its right, title, and interest in the FILOT Agreement to South Batesville LLC, pursuant to that certain Assignment and Assumption of Fee in Lieu of Tax Agreement dated December 31, 2013, and approved pursuant to Resolution Number 1522 adopted by the County Council on December 2, 2014;

WHEREAS, Assignee has agreed to acquire certain property, under certain conditions, which is subject to the FILOT Agreement (the “*Project*”); and

WHEREAS, pursuant to this Assignment, Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor’s rights, title, and interest in, to, and under the FILOT Agreement.

NOW THEREFORE, in consideration of the above and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, the parties hereby agree as follows:

Section 1. Assignor hereby assigns, contributes, grants, conveys, and transfers to Assignee, its representatives, successors, and assigns, Assignor’s rights, title, obligations and interest in, to, and under the FILOT Agreement, TO HAVE AND TO HOLD the same to Assignee, its successors, and assigns forever, from and after the effective date of this Assignment, subject to the terms, covenants, and provisions of the FILOT Agreement.

Section 2. Assignor represents and warrants that the FILOT Agreement was validly executed and active under the laws of the State of South Carolina, and that Assignor has complied with its obligations thereunder at all times.

Section 3. Assignee agrees to assume, pay, and perform all the obligations of Assignor, under the FILOT Agreement and agrees to be bound thereby.

Section 4. This Assignment is binding on and inures to the benefit of the Parties, their heirs, executors, administrators, successors in interest, and assigns.

Section 5. The Parties are entitled to amend this Assignment only by a signed writing.

Section 6. This Assignment is governed by and construed in accordance with the laws of the State of South Carolina.

Section 7. A determination that any provision, or part of a provision, of this Assignment is unenforceable or invalid does not affect the enforceability or validity of any other provision, and any determination that the application of any provision or part of a provision of this Assignment to any person or circumstance is illegal or unenforceable does not affect the enforceability or validity of that provision or part of a provision as it may apply to any other person or circumstance.

Section 8. The parties may execute this Assignment in two or more counterparts, and by original signature or electronic means, each of which is deemed to be an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed on the date first above written.

ASSIGNOR:

PRECORP OF SOUTH CAROLINA, INC.

By: _____

Its: _____

ASSIGNEE:

WALTER USA, LLC

By: _____

Its: _____