

FEE-IN-LIEU OF *AD VALOREM* TAXES AGREEMENT

BY AND AMONG

DEERFIELD SOLAR, LLC

AND

MCCORMICK COUNTY, SOUTH CAROLINA

April 15, 2025

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SUMMARY CONTENTS FEE AGREEMENT

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Act”), the parties have agreed to waive the requirements of Section 12-44-55 of the Act. The following is a summary of the key provisions of this Fee Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee Agreement or a summary compliant with Section 12-44-55 of the Act.

Company Name:	Deerfield Solar, LLC	Project Name:	Buck
Projected Investment:	\$187,000,000	Projected Jobs:	0
Location (street):		Tax Map No.: 220-00-00-003 and 202-00-00-009	
1. FILOT			
Act Required Investment:	\$2,500,000		
Investment Period:	5 years	Ordinance No./Date:	
Assessment Ratio:	6%	Term (years):	40 years
Fixed Millage:	337.8		
Clawback information:	Failure to reach 90% of the Contract Minimum Investment will result in a pro-rata reduction in the SSRC. Failure to reach \$90,000,000 investment by the end of the Investment Period will result in termination of SSRC and repayment of any received SSRC.		
2. MCIP	Abbeville		
3. SSRC	Annual SSRC of 70% of the FILOT payment		

FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

THIS FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT (“Fee Agreement”) is made and entered into as of April 15, 2025, by and between McCormick County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina (“State”), acting by and through the McCormick County Council (“County Council”) as the governing body of the County, and Deerfield Solar, LLC, a South Carolina limited liability company, along with any affiliated or related entities, and assigns, as Sponsor (collectively, “Company”) and any other entity that may join as a Sponsor Affiliate as the term is defined in this Fee Agreement (hereinafter, the County, the Company, and any Sponsor Affiliate are referred to individually as a “Party” and, collectively, as “Parties”).

WITNESSETH:

(a) The County, acting by and through its County Council, is authorized and empowered (i) under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the “Act”) to enter into agreements with qualifying companies to encourage investment in projects constituting economic development property through which the economic development of the State of South Carolina (the “State”) will be promoted by inducing new and existing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ manpower and other resources of the State and to covenant with such industry to accept certain fee payments in lieu of *ad valorem* taxes (“FILOT”) with respect to such investment; and (ii) to make and execute contracts pursuant to Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended; and

(b) Pursuant to Title 4, Section 1, of the Code of Laws of South Carolina, 1976, as amended (“MCIP Act”), the County is authorized (i) to develop multi-county industrial or business parks in partnership with counties having contiguous borders with the County, (ii) to include within the boundaries of such parks the property of eligible companies; and (iii) further to grant credits against FILOT payments to qualifying companies to offset qualifying infrastructure related expenditures (“Special Source Revenue Credits” or “SSRC’s”) pursuant to Section 4-1-175, 4-29-68, and 12-44-70 of the Code of Laws of South Carolina 1976 as amended (“Infrastructure Credit Act”); and

(c) Under the authority provided in the MCIP Act, the County has created a multi-county park with Abbeville County, South Carolina (the “Park”) through that certain Master Agreement Governing the Abbeville-McCormick Industrial/Business Park dated June 10, 2024, as amended; and

(d) The Company, as Sponsor, along with one or more existing, or to-be-formed or acquired subsidiaries, or affiliated or related entities and any Sponsor Affiliates (as defined under the Act) that the Sponsor may designate and have the County approve in accordance with the Act, contingent upon satisfaction of certain commitments made by and on behalf of the County, as set forth herein, and, to the extent allowed by law, plans to establish a utility scale solar facility in the County through the acquisition, lease, construction and purchase of certain land, buildings, furnishings, fixtures, apparatuses, and equipment (the “Project”), which will result in approximately \$187,000,000 in new investment in real and personal property in the County (“Investment”); and

(e) Pursuant to the Act, based solely on information provided by the Company to the County, the County has determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; and (iii) the purposes to be accomplished by the Project are proper governmental and public purposes and (iv) the benefits of the Project are greater than the costs; and

(f) Pursuant to a resolution adopted January 14, 2025, the County Council identified the Project, as required under the Act, and pursuant to County Council Ordinance No. 24-08 enacted April 15, 2025, the County Council authorized (i) the execution and delivery of this Fee Agreement with the Company, (ii) approved certain Sponsor Affiliates' participation in the Investment set forth in this Fee Agreement; (iii) the grant of Special Source Revenue Credits (defined below) in amounts as more fully described in this Fee Agreement; (iv) the extension of the Phase Termination Date by an additional 10 years beyond an initial 30 years; and (v) the inclusion of the Project in the Park pursuant to the Park Agreement.

NOW, THEREFORE, AND IN CONSIDERATION of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

ARTICLE I DEFINITIONS

Section 1.1 Terms. The terms defined in this Article shall for all purposes of this Fee Agreement have the meaning herein specified, unless the context clearly requires otherwise. "Act" means Title 12, Chapter 44 of the code of Laws of South Carolina 1976, as amended.

"Act Minimum Investment" means an investment in the project of at least \$2,500,000 within the Investment Period. In the event a Sponsor Affiliate joins the Project, the Minimum Investment amount shall increase to at least \$5,000,000 within the Investment Period.

"Administrative Expenses" shall mean the reasonable and necessary expenses, including attorneys' fees, incurred by the County with respect to the Project and this Fee Agreement. Administrative Expenses related to the review and comment on this Fee Agreement and its ancillary documents shall not exceed \$7,500 without the prior written consent of the Company.

"Code" means the South Carolina Code of Laws, 1976, as amended.

"Commencement Date" means the last day of the first property tax year during which Economic Development Property (defined below) is placed in service except that this date must not be later than the last day of the property tax year that is three years from the year in which the County and the Sponsor entered into this Fee Agreement.

"Contract Minimum Investment" means an investment in the Project of at least \$187,000,000 within the Investment Period.

"County" means McCormick County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors and assigns, acting by and through the McCormick County Council as the governing body of the County.

"County Council" means the McCormick County Council, the governing body of the County.

"Department" and "SCDOR" means the South Carolina Department of Revenue.

"Decommission Surety" means, as applicable, a letter of credit, bond, parental guarantee, or other form of security agreed on by the Company and the County, which ensures that the Real Property will be returned to a condition no less natural than its pre-Project state in the event that the Company ceases

operations for six (6) continuous months prior to the end of the Term and/or at the end of the term. This includes removal of all Project property from the surface and subsurface, up to six feet below surface, returning the Real Property to its original contour as is reasonably practicable, and establishing sustainable vegetation on the Real Property. The value of such security shall be either 1.25 times the cost estimate of decommissioning (minus any and all such salvage value of the personal property of the Project, as determined by a licensed South Carolina Engineer) or \$50,000, whichever is greater.

“Diminution of Value” in respect of any Phase of the Project means any reduction in the value, based on original fair market value as determined in Step 1 of Section 3.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Company’s removal of equipment pursuant to Section 3.6 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 3.7 of this Fee Agreement, or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 3.8 of this Fee Agreement.

“Economic Development Property” means all items of real and tangible personal property comprising the Project which qualify as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Company and, as applicable, any Sponsor Affiliate in connection with its annual filing of a SCDOR PT-300 or comparable forms with the Department (as such filing may be amended from time to time) for each year within the Investment Period, as that period may be extended by subsequent, formal action of County Council, or automatically as permitted under the Act or under this Fee Agreement. Title to all Economic Development Property shall at all times remain vested in the Company and, as applicable, in any Sponsor Affiliate, except as may be necessary to take advantage of the effect of Section 12-44-160 of the Act.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings, and other personal property together with any and all additions, accessions, replacements and substitutes thereto or therefor acquired by the Company and, as applicable, any Sponsor Affiliate, during the Investment Period as a part of the Project under this Fee Agreement. The Equipment and its constituent parts together with any and all improvements or other features constructed on, or personal property installed or placed on the Real Property by or for the Company, or, as applicable, any Sponsor Affiliate, including without limitation, machinery, fixtures, trade fixtures, racking, inverters, cables, solar panels, and other personal property are personal property for purposes of applicable South Carolina law.

“Event of Default” means any Event of Default specified in Section 3.13 of this Fee Agreement.

“Fee Term” or “Term” means the period from the date of execution of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” means fee in lieu of *ad valorem* tax(es).

“FILOT Payment(s)” means the payment(s) in lieu of *ad valorem* tax(es) which the Company and, as applicable, any Sponsor Affiliate, are obligated to pay to the County.

“Improvements” means improvements, together with any and all additions, accessions, replacements and substitutions thereto or therefor acquired by the Company and, as applicable, the Sponsor Affiliate, during the Investment Period as part of the Project.

“Investment” shall mean that amount set forth in the recitals of this Fee Agreement and shall include but not be limited to (i) taxable and non-taxable capital expenditures, without regard to depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project; (ii)

capital expenditures, whether considered Economic Development Property or non-Economic Development Property, without regard to the depreciation, which are made by the Company and any Sponsor Affiliate towards or for the benefit of the Project, regardless of the source of payment of such expenditures; (iii) the value of any assets leased by the Company and any Sponsor Affiliate, without regard to the depreciation, regardless of the source of payment of such expenditures so long as the value of such leased assets are reported by the Company and any Sponsor Affiliate on their respective SCDOR PT-100 or PT-300; and (iv) any other expenditures made by the Company and any Sponsor Affiliate that the County and the Company and, as applicable, any Sponsor Affiliate, may mutually agree upon in a writing that is executed by an authorized representative of the Company and the County Administrator. The Investment for purposes of the Investment stated herein shall include those expenditures made by both the Company and any Sponsor Affiliate prior to the end of the Investment Period.

“Investment Period” means the period beginning with the first day that Economic Development Property is purchased or acquired for the Project and ending five years after the Commencement Date. The Investment must be completed within five years of the Commencement Date. Pursuant to Section 12-44-30(13) of the Act, the County may, at its discretion, extend this period.

“NPV FILOT Minimum Investment Requirement” means an investment of at least \$45,000,000 in the Project within the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five property tax years after the Commencement Date, as set forth in Section 12-44-50(A)(3) of the Act.

"Phase" or "Phases" in respect to the Project means the Equipment, Improvements, Economic Development Property, and Real Property, if any, placed in service during each year of the Investment Period, as extended.

“Phase Exemption Period” means, with respect to each Phase, the period beginning with the property tax year the Phase is placed in service during the Investment Period and ending on the Phase Termination Date.

"Phase Termination Date" means with respect to each Phase of the Project the day thirty-nine (39) years after each such Phase of the Project becomes subject to the terms of this Fee Agreement. Anything contained herein to the contrary notwithstanding, the last Phase Termination Date shall be no later than December 31 of the year of the expiration of the thirty-ninth (39th) full calendar year, after the end of the Investment Period.

“Project” is further defined herein to mean the Equipment, Improvements, and Real Property, together with the acquisition, construction, installation, design and engineering thereof, in phases.

"Real Property" means the real property upon which any part of the Project is to be constructed and expanded, as described in Exhibit A attached hereto and as supplemented from time to time, together with all and singular the rights, members, hereditaments and appurtenances belonging or in any way incident or appertaining thereto acquired or constructed by the Company and, as applicable, any Sponsor Affiliate; all Improvements now or hereafter situated thereon; and all fixtures now or hereafter attached thereto, but only to the extent such Improvements and fixtures are deemed to become part of the Project under the terms of this Fee Agreement.

"Removed Components" means the following types of components or Phases of the Project or portions thereof, all of which the Company and, as applicable, any Sponsor Affiliate, as the case may be, shall be entitled to remove from the Project with the result that the same shall no longer be subject to the terms of the Fee Agreement: (a) components or Phases of the Project or portions thereof which the Company

and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, worn-out, uneconomic, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Company and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) of this Fee Agreement.

“Replacement Property” means any property that is placed in service as a replacement for any item of Equipment or any Improvement that is scrapped or sold by the Company and, as applicable, any Sponsor Affiliate and treated as a Removed Component under Section 3.6 hereof, regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement.

“Sponsor Affiliate” means an affiliate that joins with or is an affiliate of the Company, or that otherwise has a contractual relationship with the Company in respect of the Project, whose Investment with respect to the Project shall be considered part of the Investment and qualify for FILOT Payments pursuant to Section 3.1 hereof and Sections 12-44-30(20) and 12-44-130 of the Act and who joins and delivers a Joinder Agreement in a form substantially similar to that attached hereto as Exhibit B.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement is deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 *Representations of the County.* The County hereby represents and warrants to the Company and any Sponsor Affiliate as follows:

(a) The County is a body politic and corporate and a political subdivision of the State that acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter into the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) The Project constitutes a “project” within the meaning of the Act.

(c) By due corporate action, the County has agreed that, subject to compliance with applicable laws, each item of real and tangible personal property comprising the Project shall be considered Economic Development Property under the Act.

Section 2.2 *Representations of the Company.* The Company hereby represents and warrants to the County as follows:

(a) The Company is a corporate entity, authorized or to be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Company’s execution and delivery of this Fee Agreement and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Company restriction or any agreement or instrument to which the Company is now a party or by which it is bound.

(c) The Company intends to operate the Project as a “project” within the meaning of the Act as in effect on the date hereof. The Company intends to operate the Project for such purposes as permitted under the Act, as the Company may deem appropriate.

(d) The availability of the FILOT and the allowance of Special Source Revenue Credits, with regard to the Economic Development Property authorized by the Act, along with other incentives provided by the County, have induced the Company to undertake the Project in the County.

(e) The Company shall provide a Decommission Surety. Such Decommission Surety is not required to be obtained by the Company until six (6) months following the commencement of operations of the Project.

Section 2.3 *Representations of the Sponsor Affiliates.* With respect to any Sponsor Affiliate who joins as a party to this Fee Agreement, each such Sponsor Affiliate hereby represents and warrants to the County as follows:

(a) The Sponsor Affiliate is organized as set forth in the Joinder Agreement, is authorized or will be authorized to transact business under the laws of the State of South Carolina, and has the power to enter into this Fee Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Fee Agreement, or as applicable, the execution and delivery of a Joinder Agreement, and its compliance with the provisions hereof do not result in a default, not waived or cured, under any Sponsor Affiliate restriction or any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

ARTICLE III FILOT PAYMENTS

Section 3.1 *Negotiated Payments.*

(a) Pursuant to Section 12-44-50 of the Act, the Company and, as applicable, any Sponsor Affiliate, are required to make FILOT Payments on all Economic Development Property comprising the Project and placed in service, with respect to each Phase of the Project, on or before each December 31 within the Investment Period.

(b) The amount of such annual FILOT Payments shall be determined by the following procedure:

Step 1: Determine the fair market value of the Phase of the Project placed in service in any given year for such year and for the following thirty-nine (39) years, using original income tax basis for State income tax purposes for any real property (provided, if real property is constructed for the Project or is purchased in an arms-length transaction, fair market value is deemed to equal the original income tax basis, otherwise, the Department will determine fair market value by appraisal) and original income tax basis for State income tax purposes less depreciation for each year allowable to the Company and, as applicable, any Sponsor Affiliate, for any personal property as determined in accordance with Title 12 of the Code, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement, except that no extraordinary obsolescence shall be allowable but taking into account all applicable property tax exemptions that would be allowed to the Company, and, as applicable, any Sponsor Affiliate, under State

law, if the property were taxable, except those exemptions specifically disallowed under Section 12-44-50(A)(2) of the Act, as amended and in effect on December 31 of the year in which each Phase becomes subject to the Fee Agreement.

- Step 2: Apply an assessment ratio of 6.0% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the thirty-nine (39) years thereafter or such longer period of years that the annual FILOT payment is permitted to be made by the Company and, as applicable, by any Sponsor Affiliate, under the Act.
- Step 3: Multiply the taxable value determined in the preceding step by a millage rate equal to 337.8 mills, which the parties believe to be that rate in effect on June 30, 2024, for all taxing entities for the Project (which millage rate shall be a fixed rate for the term of this Fee Agreement), to determine the amount of the FILOT Payments that would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments for a total of forty (40) for each item of eligible Project property, or such longer period of years that the annual fee payment is permitted to be made by the Company and, as applicable, any Sponsor Affiliate, under the Act.
- Step 4: As authorized in, and subject to the provisions of, Section 12-44-50(A)(3) of the Act, calculate the FILOT Payment(s) pursuant to an alternative payment method yielding (over the Phase Exemption Period for each Phase) a payment stream which has the same net present value as the payment stream which would be generated using the standard FILOT calculation provided in Steps 1-3 above. Net present value calculations shall be determined using a discount rate which is equal to the yield in effect for new or existing United States Treasury bonds of similar maturity as published during the month in which this Fee Agreement is executed. The discount rate in effect as of the effective date of this Fee Agreement is 4.5%.
- Step 5: The County shall subtract from the FILOT Payment(s) to be invoiced to the Company and, as applicable, any Sponsor Affiliate, an amount equal to the applicable value of the annual SSRC as further defined under Section 3.2 of this Fee Agreement.

(c) The County agrees to use its commercially reasonable efforts to provide that the Project is incorporated and remains in the Park during the Fee Term. If, for any reason, the Park Agreement is modified, or otherwise terminated, then the County shall ensure that the Project shall be immediately placed into another multi-county industrial park arrangement established pursuant to the MCIP Act, to which the County is a party and that would enable the Company to receive the benefits afforded by having the Project incorporated into a Park.

(d) In the event that the Act, the above-described FILOT Payments or Special Source Revenue Credits are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliate, with the benefits to be derived hereunder. If the Project is deemed to be subject to *ad valorem* taxation, the *ad valorem* taxes to be paid to the County by the Company and, as applicable, any Sponsor Affiliate, shall become equal to the amount that would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project was and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Company, and, as applicable, any Sponsor Affiliate, as the case may be, with respect to a year or years for which Net FILOT Payments (defined below) have been previously

remitted by the Company and, as applicable, any Sponsor Affiliate, to the County hereunder, shall be reduced by the total amount of Net FILOT Payments made by the Company, and, as applicable, any Sponsor Affiliate, with respect to the Project pursuant to the terms hereof, and further reduced by any abatements provided by law.

Section 3.2 *Special Source Revenue Credit.*

As an inducement for the Investment and in accordance with Section 12-44-70 of the Act, the County grants to the Company and any Sponsor Affiliate an annual SSRC for the entirety of the Phase Exemption Period for each Phase, equal to 70% of the FILOT payment otherwise due, unless the Project has otherwise not been commenced, has been terminated, or has been extended as set forth in this Fee Agreement.

The County shall automatically reflect the applicable SSRC against the FILOT Payment on those FILOT invoices provided by the County to the Company and any Sponsor Affiliate (such net amount due being the “Net FILOT Payment”). The Company and any Sponsor Affiliate shall be permitted to utilize the SSRC to offset any qualifying expenditures as provided under the Code, including under the Act and the Infrastructure Credit Act.

If for any reason the FILOT Payment in any year, as calculated pursuant to Section 3.1 is less than the Net FILOT Payment, thus resulting in an SSRC that is a negative number, and if a court of competent jurisdiction holds or determines that a negative SSRC is not permitted under the MCIP Act and the Infrastructure Credit Act, the Sponsor and any Sponsor Affiliates shall not be entitled to receive the SSRC with respect to such year and shall make an additional payment to the County that is equal to the difference between the Net FILOT Payment and the FILOT Payment of that given year. Any payment made under the foregoing sentence shall be due at the time the corresponding FILOT Payment is due, shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25, Code of Laws of South Carolina 1976, as amended, as allowed under the Act.

In the event the Net FILOT Payment is declared invalid or unenforceable this Fee Agreement shall automatically reform to reflect the terms that would otherwise result in an annual payment arrangement equivalent to that set forth in this Fee Agreement.

In the event that the Company fails to achieve 90% of the Contract Minimum Investment by the end of the Investment Period, the SSRC shall prospectively be reduced on a pro-rata basis to reflect the reduced investment. For example, if the Company invests \$150,000,000 by the end of the Investment Period, then the SSRC shall be reduced to 56.15% for each remaining year of the Phase Exemption Period for each Phase ($(\$150,000,000 / \$187,000,000) * 70\% = 56.15\%$). Notwithstanding the previous sentences, in the event the Company fails to achieve an Investment of at least \$90,000,000 by the end of the Investment Period, then the SSRC shall automatically terminate and the Company shall repay any and all SSRC's received as a result of this Fee Agreement within 60 days of the termination of the SSRCs.

Section 3.3 *FILOT Payments on Replacement Property.* If the Company and, as applicable, any Sponsor Affiliate elect to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant and subject to Section 12-44-60 of the Act, the Company, and, as applicable, any Sponsor Affiliate shall make statutory payments in lieu of *ad valorem taxes* with regard to such Replacement Property as follows:

(a) to the extent that the income tax basis of the Replacement Property (“Replacement Value”) is less than or equal to the original income tax basis of the Removed Components (“Original Value”) the amount of the FILOT Payments to be made by the Company and, as applicable, the Sponsor Affiliate, with

respect to such Replacement Property, shall be calculated in accordance with Section 3.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 3.1 shall be equal to the lesser of (x) the Replacement Value or (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to forty (40) (or, if greater, the maximum number of years for which the annual FILOT payments are available to the Company and any Sponsor Affiliate for each Phase of the Project under the Act, as amended) minus the number of annual payments that have been made with respect to the oldest Removed Components disposed of in the same property tax year as the Replacement Property is placed in service; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“Excess Value”), the FILOT Payments to be made by the Company and, as applicable, any Sponsor Affiliate, with respect to the Excess Value, shall be equal to the payment that would be due if the property were not Economic Development Property. Notwithstanding the existence of any Excess Value as a result of the installation of Replacement Property at the Project, the total amount of payments due to the County for the Project shall not exceed in the aggregate the Net FILOT Payment due. If legally necessary to ensure this obligation by the County to the Company or any Sponsor Affiliate, the County would take all necessary action, including but not limited to, the provision of additional annual property tax abatements against the payments due in connection with the Excess Value, including an adjustment to the SSRC, for the entire remainder of the Term.

Section 3.4 *Reductions in Payments of Taxes Upon Removal, Condemnation or Casualty.*

In the event of a Diminution in Value of any Phase of the Project after the Investment Period and during the remainder of the Fee Term, the FILOT Payment with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of that Phase of the Project, as determined pursuant to Step 1 of Section 3.1 hereof.

Section 3.5 *Place and Allocation of FILOT Payments.* The Company and, as applicable, any Sponsor Affiliate, shall make the above-described FILOT Payments directly to the County in accordance with applicable law as to payment, collection and enforcement of FILOT Payments. FILOT Payments are to be allocated in accordance with the Act.

Section 3.6 *Removal of Equipment.* The Company and, as applicable, any Sponsor Affiliate, shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“Removed Components”) shall no longer be considered a part of the Project and shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases which become subject to statutory payments in lieu of *ad valorem* taxes; (b) components or Phases of the Project or portions thereof which the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, determine to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (c) components or Phases of the Project or portions thereof that the Company, and, as applicable, any Sponsor Affiliate, in their sole discretion, elect to remove pursuant to Section 3.7(c) or Section 3.8(b)(iii) hereof.

Section 3.7 *Damage or Destruction of Project.*

(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Company and, as applicable, any Sponsor Affiliate, shall be entitled to terminate this Fee Agreement in accordance with Section 3.21.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Company and, as applicable, any Sponsor Affiliate, does not elect to terminate this Fee Agreement, the Company and, as applicable, any Sponsor Affiliate may, in its sole discretion, commence

to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate. All such restorations and replacements shall be considered substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to, any amounts due by the Company and, as applicable, any Sponsor Affiliate, to the County under Section 3.1 hereof, to the extent allowed by the Act.

(c) *Election to Remove.* In the event the Company and, as applicable, any Sponsor Affiliate, elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

Section 3.8 *Condemnation.*

(a) *Complete Taking.* If, at any time during the Fee Term, title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued operation of the Project commercially infeasible in the judgment of the Company and, as applicable, any Sponsor Affiliate, then the Company or any Sponsor Affiliate (with respect to its Project property only) shall have the option to terminate this Fee Agreement in accordance with Section 3.21.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Company and, as applicable, any Sponsor Affiliate, may elect: (i) to terminate this Fee Agreement in accordance with Section 3.21 (with respect to its Project property only); (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Company and, as applicable, any Sponsor Affiliate; or (iii) to treat the portions of the Project so taken as Removed Components.

Section 3.9 *Maintenance of Existence.* The Company and, as applicable, any Sponsor Affiliate agree (i) that they shall not take any action which will materially impair the maintenance of their corporate existence and (ii) that they will maintain their good standing under all applicable provisions of State law. Notwithstanding the foregoing, any changes in the corporate existence of the Company or, as applicable, any Sponsor Affiliate, that result from internal restructuring or reorganization of the Company or, as applicable, any Sponsor Affiliate, or their parents are specifically authorized hereunder; and further, subject to the requirements to satisfy the Act Minimum Investment, the Company and, as applicable, any Sponsor Affiliate are entitled to cease operations of the Project at any time without that cessation constituting an Event of Default under this Fee Agreement. Likewise, benefits granted to the Company and, as applicable, any Sponsor Affiliate, under this Fee Agreement shall, in the event of any such restructuring or reorganization, be transferred to the successor entity under the provisions of Section 3.12 hereof. Such transfers to a successor entity substantially similar in nature and function to the Company and, as applicable, any Sponsor Affiliate, are specifically approved and authorized by the County without any further action by the County Council.

Section 3.10 *Confidentiality/Limitation on Access to Project.* The County acknowledges and understands that the Company and, as applicable, any Sponsor Affiliate, utilize confidential and proprietary “state-of-the-art” information and data in their operations, and that a disclosure of any information, including, but not limited to, disclosures of financial or other information concerning the Company’s operations and, as applicable, any Sponsor Affiliate’s operations, could result in substantial harm to them and could thereby have a significant detrimental impact on their employees and also upon the County. Therefore, the County agrees that, except as required by law and pursuant to the County’s police powers,

neither the County nor any employee, agent or contractor of the County: (i) will request or be entitled to receive any such confidential or proprietary information; (ii) will request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they comply with the remaining provisions of this Section; or (iii) will knowingly and intentionally disclose or otherwise divulge any such confidential or proprietary information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company and, as applicable, any Sponsor Affiliate, may require the execution of reasonable, individual confidentiality and non-disclosure agreements by any officers, employees or agents of the County or any supporting or cooperating governmental agencies who would gather, receive or review such information or conduct or review the results of any inspections. Notwithstanding the foregoing, the Company acknowledges and agrees the County is subject to the South Carolina Freedom of Information Act ("FOIA"), and, as a result, the County is entitled to disclose such information as is permissible under FOIA

Section 3.11 *Addition of Sponsor Affiliates.* Upon request of and at the expense of the Company, the County Council may by adoption of a resolution approve any future Sponsor Affiliate that qualifies under the Act for the benefits offered under this Fee Agreement and who agrees to be bound by the provisions hereof to be further evidenced by such future Sponsor Affiliate entering into a Joinder Agreement in a form substantially similar to that attached to this Fee Agreement subject to any reasonable changes not materially adverse to the County.

Section 3.12 *Assignment and Subletting.* This Fee Agreement may be assigned in whole or in part and the Project may be subleased as a whole or in part by the Company and, as applicable, any Sponsor Affiliate, so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act. To the extent any consent of the County for such assignment or sublease is required by the Act and requested, the County may grant such consent by adoption of a resolution, not to be unreasonably withheld.

Section 3.13 *Events of Default.* The following are "Events of Default" under this Fee Agreement, and the term "Events of Default" means, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or, as applicable, any Sponsor Affiliate, to make, upon levy, the Net FILOT Payments described in Section 3.2 hereof; provided, however, that the Company or, as applicable, the Sponsor Affiliate, shall be entitled to all redemption rights for non-payment of taxes granted by applicable statutes; or

(b) Failure of the Company or, as applicable, any Sponsor Affiliate, to make payment of any other amounts payable to the County under the Fee Agreement, of which default has not been cured within 30 days of written notice of nonpayment from the County.

(c) Failure by the Company or, as applicable, any Sponsor Affiliate, to perform any of the other material terms, conditions, obligations or covenants of the Company or, as applicable, any Sponsor Affiliate hereunder, which failure shall continue for a period of 30 days after written notice from the County to the Company or, as applicable, any Sponsor Affiliate, specifying such failure and requesting that it be remedied, unless the County shall agree in writing to an extension of such time prior to its expiration.

Section 3.14 *Remedies on Default.* Whenever any Event of Default shall have occurred and shall be continuing, the County, after having given written notice to the Company or, as applicable, any Sponsor Affiliate(s), of such default and after the expiration of a 30 (except such Event of Default outlined

in Section 3.13(a) day cure period shall have the option to take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement as to the party in default only; or
- (b) Take whatever action at law or in equity that may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement or covenant of the Company or, as applicable, any Sponsor Affiliate, under this Fee Agreement.

Section 3.15 *Collection of FILOT Payments.* In addition to all other remedies herein provided, the nonpayment of Net FILOT Payments shall constitute a lien on the Project for tax purposes as provided in Section 12-44-90 of the Act. In this regard, and notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies provided by general law (including Title 12, Chapter 49, of the Code) relating to the enforced collection of *ad valorem* taxes to collect any FILOT Payments due hereunder.

Section 3.16 *Remedies Not Exclusive.* No remedy conferred upon or reserved to the County under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the County to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be herein expressly required and such notice required at law or equity that the Company is not competent to waive.

Section 3.17 *Leased Equipment.* To the extent that applicable law allows or is revised or construed to allow the benefits of the Act, in the form of FILOT Payments as described in Section 3.1 hereof, to be applicable to personal property to be installed at the Project and leased to but not purchased by the Company and, as applicable, any Sponsor Affiliate, from at least one third party, under any form of lease, then that personal property, at the Company's or Sponsor Affiliates' sole election, will become subject to FILOT Payments to the same extent as the Equipment under this Fee Agreement, upon proper application of the law and applicable procedures by the Company, and, as applicable, any Sponsor Affiliate and so long as the value of such leased assets are reported by the Company or any Sponsor Affiliate, as applicable, on their respective SCDOR PT-300.

Section 3.18 *Waiver of Recapitulation Requirements.* As permitted under Section 12-44-55 of the Act, the Company and County hereby waive application of any of the recapitulation requirements as set forth in Section 12-44-55, to the extent that, and so long as, the Company provides the County with copies of all filings which the Company is required to make pursuant to the Act.

Section 3.19 *Fiscal Year; Property Tax Year.* If the Company's and, as applicable, any Sponsor Affiliate's, fiscal year changes so as to cause a change in the Company's or Sponsor Affiliates' property tax year, then the timing of the requirements of this Fee Agreement are automatically revised accordingly.

Section 3.20 *Reports; Filings.*

- (a) Each year during the term of this Fee Agreement, the Company shall deliver to the McCormick County Auditor a copy of their most recent annual property tax returns filed with the

Department, Treasurer, Administrator, and Economic Developer with respect to the applicable portions of the Project.

(b) The Company shall file a copy of this Fee Agreement, as well as a copy of the completed form PT-443, with the Department, Treasurer, Administrator, and Economic Developer the McCormick County Auditor, and the McCormick County Assessor within thirty (30) days after the date of execution and delivery hereof.

Section 3.21 Termination. Prior to the stated expiration of the Term of this Fee Agreement, the Company may, at any time by written notice to the County, provide for the termination of this Fee Agreement, effective immediately upon giving such notice or upon such date as may be specified in the notice; provided that the Company shall have made payment to the County of all payments that have become due and payable under this Fee Agreement as of such date of termination. Upon any such termination, and subject to any provisions herein which shall by their express terms be deemed to survive any termination of this Fee Agreement, the sole consequence to the Company shall be that it shall no longer be entitled to the benefit of the FILOT Payments and SSRCS provided herein and the property constituting the Project shall thereafter be subject to ad valorem tax treatment required by law and, except as may be expressly provided herein, in no event shall the Company be required to repay to the County the amount of any tax benefit previously received hereunder.

Section 3.22 Failure to Achieve Act Minimum Investment. If the Company fails to acquire or cause the Investment at the Project at a cost which exceeds the Act Minimum Investment then this Fee Agreement shall automatically terminate.

Section 3.23 Failure to Achieve the NPV FILOT Minimum Investment Requirement. Subject to Section 3.22, if the Company fails to acquire or cause the Investment at the Project at a cost sufficient to exceed the NPV FILOT Minimum Investment Requirement then the FILOT Payments shall revert retroactively and prospectively to the amounts due under the standard FILOT under Section 12-44-50(A)(1) of the Act using the factors set forth in Section 3.1 of this Fee Agreement. Upon the occurrence of such event, the Company shall be obligated to pay the County an amount equal to the difference between (i) what the Company, as Sponsor, would have paid to the County with respect to such Economic Development Property using the standard FILOT calculation described in Section 12-44-50(A)(1) of the Act (as set forth in Steps 1-3 of Section 3.1 above) and (ii) the amount actually paid by the Company using the alternative payment method FILOT described in Section 12-44-50(A)(3) ("Reimbursement Payment") after taking into account the SSRC (outlined in Section 3.2 of this Fee Agreement) that would have applied, or did apply, to each such FILOT Payment, as the case may be. The Reimbursement Payment shall be made to the County within 60 days of receipt of request from the County.

ARTICLE IV MISCELLANEOUS

Section 4.1 Notices. Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: McCormick County, South Carolina
 ATTN: County Administrator
 610 S Mine Street
 McCormick, SC 29835
 Telephone: (864) 8522433
 Email: jhhipp@att.net

WITH A COPY TO: King Kozlarek Root LLC
 (shall not constitute notice) ATTN: Michael Kozlarek
 P.O. Box 565
 Greenville, SC 29602
 Telephone: (864) 527-5941
 Email: michael@kingkozlarek.com

AS TO THE COMPANY: Deerfield Solar, LLC
 ATTN: Mark Mirabito
 4446 Hendrix Avenue, #356
 Jacksonville, FL 32207
 Email: Development@pd46energy.com

WITH A COPY TO: Parker Poe Adams & Bernstein LLP
 (shall not constitute notice) ATTN: Sam C. Moses, Esquire
 1221 Main Street, Suite 1100
 Columbia, SC 29201
 Telephone: (803) 255-8000
 Facsimile: (803) 255-8017
 Email: sammoses@parkerpoe.com

Section 4.2 Binding Effect. This Fee Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company, any Sponsor Affiliate and the County, and their respective successors and assigns, to the extent allowed by law. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 4.3 Counterparts; Electronic Signatures. This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument. This Fee Agreement may be circulated for signature through electronic transmission, including without limitation, facsimile and email, and all signatures so obtained and transmitted shall be deemed for all purposes under this Fee Agreement to be original signatures and may conclusively be relied upon by any party to this Fee Agreement.

Section 4.4 Governing Law. This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 4.5 Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 4.6 *Amendments.* The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements lawfully entered into between the parties.

Section 4.7 *Further Assurance.* From time to time, and at the Company's and Sponsor Affiliates' sole expense, the County agrees to execute and deliver to the Company and Sponsor Affiliates such additional instruments as either may reasonably request to effectuate the purposes of this Fee Agreement.

Section 4.8 *Severability.* 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 so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Company, and, as applicable, any Sponsor Affiliate, with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and, as applicable, any Sponsor Affiliate, the strong inducement to locate the Project in the County.

Section 4.9 *Limited Obligation.* NEITHER THE PROJECT NOR THE NEGOTIATION, EXECUTION, DELIVERY OR IMPLEMENTATION OF THIS FEE AGREEMENT SHALL GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COUNTY OR ANY INCORPORATED MUNICIPALITY NOR TO ANY CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER.

Section 4.10 *Force Majeure.* The Company shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders or regulations, war or national emergency, acts of God, and any other cause, similar or dissimilar, beyond the Company's reasonable control.

Section 4.11 *Indemnification.*

(a) Except as provided in paragraph (d) below, Deerfield Solar, LLC, on behalf of the Company, shall indemnify and save the County, its employees, elected officials, officers and agents (each, an "Indemnified Party") harmless against and from all liability or claims arising from the County's execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement or the administration of its duties pursuant to this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement.

(b) The County is entitled to use counsel of its choice and Deerfield Solar, LLC, on behalf of the Company, shall reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Company shall pay the County within 30 days of receipt of the statement. Deerfield Solar, LLC, on behalf of the Company, may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may be privileged or confidential to evidence the costs.

(c) The County may request the Company to resist or defend against any claim on behalf of an Indemnified Party. On such request, the Company shall resist or defend against such claim on behalf of the Indemnified Party, at Deerfield Solar, LLC's expense. The Company is entitled to use counsel of its choice, manage, and control the defense of or response to such claim for the Indemnified Party; provided the Company is not entitled to settle any such claim without the consent of that Indemnified Party.

(d) Notwithstanding anything in this Section or this Fee Agreement to the contrary, the Company is not required to indemnify any Indemnified Party against or reimburse the County for costs arising from any claim or liability (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Fee Agreement, performance of the County's obligations under this Fee Agreement, or the administration of its duties under this Fee Agreement, or otherwise by virtue of the County having entered into this Fee Agreement; or (ii) resulting from that Indemnified Party's own negligence, bad faith, fraud, deceit, or willful misconduct.

(e) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

Section 4.12. *Payment of Administrative Expenses.* The Sponsor will reimburse the County from time to time for its Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County specifying the nature of such expense and requesting the payment of the same.

[signatures on following pages]

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

MCCORMICK COUNTY, SOUTH CAROLINA

Bernard Hamby, Chairman
McCormick County Council

Dated

(SEAL)

ATTEST:

Crystal B. Barnes, Clerk to Council
McCormick County, South Carolina

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

DEERFIELD SOLAR, LLC

BY_____

ITS_____

DATE_____

EXHIBIT A

DESCRIPTION OF PROPERTY

All or a portion of that parcel of real property, with improvements thereon, located in McCormick County, South Carolina, consisting of approximately 1,011 acres, identified by tax map numbers 220-00-00-003 and 202-00-00-009.

EXHIBIT B

JOINDER AGREEMENT

Reference is hereby made to (i) that certain Fee Agreement effective April 15, 2025 ("Fee Agreement"), between McCormick County, South Carolina ("County") and Deerfield Solar, LLC ("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 except the following: _____; (b) acknowledges and agrees that (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(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.

The Company (a) agrees to be responsible for all repayment obligations that arise pursuant to the Fee Agreement, unless otherwise agreed to through a separate agreement in writing by and between the Company and _____ (including any lease agreements that have been or will be assigned to the Company in connection with the Project); and (b) agrees to indemnify _____ against all claims brought against it arising from the Fee Agreement, provided that such repayment obligation is not an obligation of _____ under a separate agreement in writing as set forth above or the claim is not a result of _____'s own negligence, bad faith, fraud, deceit, or willful misconduct, provided, however, nothing here in impairs the County from exercising any and all remedies to it under applicable law.

2. Capitalized Terms.

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.

4. Notice.

Notices under Section 4.1 of the Fee Agreement shall be sent to:

[]

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

_____	_____
Date	Name of Entity

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.

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