

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.3. *Binding Effect.* This Fee Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 11.4. *Rescission and Severability.* In the event that the Act or the Payments-in-Lieu-of-Taxes arrangement described in Section 5.1 hereof is determined to be invalid in its entirety, the parties hereby agree that except as the final judicial decision may otherwise require, the Company shall be entitled to retain any benefits received under or pursuant to this Fee Agreement; otherwise, in the event any provision of this Fee Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that decision shall not invalidate or render unenforceable any other provision of this Fee Agreement, unless that decision destroys the basis for the transaction, in which event, at the sole discretion of the Company, the parties shall in good faith attempt to preserve, to the maximum extent possible, the benefits provided and to be provided to the Company hereunder by either restructuring or reconstituting this Fee Agreement under any then applicable law, including but not limited to Chapter 29 of Title 4 and Chapter 12 of Title 4, Code of Laws of South Carolina, as amended.

SECTION 11.5. *Payments Due on Saturday, Sunday and Holidays.* Whenever any payment to be made hereunder shall be stated to be due on a Saturday, a Sunday or a holiday, such payment shall be made on the next business day.

SECTION 11.6. *Fiscal Year; Property Tax Year.* If the Company's fiscal year changes in the future so as to cause a change in the Company's property tax year, the timing of the requirements set forth in this Fee Agreement shall, as appropriate and to the extent allowed by law, be automatically revised accordingly.

SECTION 11.7. *Amendments, Changes and Modifications.* Except as otherwise provided in this Fee Agreement, this Fee Agreement may not be amended, changed, modified, altered or terminated without the written consent of the County and the Company. To the maximum extent allowed by law, any such County consent, including specifically and without limitation any County consent referred to in this Fee Agreement, may be provided by a resolution of County Council.

SECTION 11.8. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 11.9. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.10. *Filings.*

(a) The Company shall provide the County Auditor, the County Assessor, the County Treasurer and the County Administrator with a copy of all annual filings made by the Company to DOR pursuant to this Fee Agreement and the Act. Further, the Company shall cause a copy of this Fee Agreement, as well as a copy of the completed DOR Form PT-443, to be filed with the County Auditor, the County Assessor, the County Administrator and DOR within thirty (30) days after the date of execution and delivery hereof.

(b) Notwithstanding any other provision of this Section, the Company may designate with respect to any filings delivered to the County segments thereof that the Company believes contain proprietary, confidential, or trade secret matters. The County shall conform with all reasonable, written requests made by the Company with respect to maintaining the confidentiality of such designated segments, to the extent allowed by law.

SECTION 11.11. *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 11.12. *Further Assurance.* From time to time the County agrees to execute and deliver to the Company such additional instruments as the Company may reasonably request to effectuate the purposes of this Fee Agreement.

SECTION 11.13. *Payment of Certain County Expenses for County's Outside Legal Counsel.* Subject to the cap set forth in the next sentence, the Company shall pay the County's reasonable costs and attorneys' fees incurred in connection with the negotiation, documentation, approval and implementation of this Fee Agreement, the purchase, lease and possible sale of real estate for the benefit of the Company and any Company affiliate (as defined in Section 8.3 hereof), the SSRC Agreement, the Multi-County Industrial Park, the Ordinance or any other ordinances relating to any of the foregoing, and all related documents and matters concerning the Project (the "County Fees"). In no event shall the Company and any Company affiliate (as defined in Section 8.3 hereof), in the aggregate, be required to pay for more than \$15,000 of the County Fees. Any such payments shall be made by the Company or any Company affiliate (as defined in Section 8.3 hereof) within 45 days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's right to receive such payment, specifying the nature of such expense and requesting payment of same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, FAIRFIELD COUNTY, SOUTH CAROLINA, and
ELEMENT TV COMPANY, LP pursuant to due authority, have duly executed this Fee
Agreement, all as of the date first above written.

FAIRFIELD COUNTY, SOUTH CAROLINA

By: David L. Ferguson Sr
Chairman
Fairfield County Council

ATTEST:

Shirley M. Brown
Clerk to Council

**ELEMENT TV COMPANY, LP,
by its General Partner:
ELEMENT TELEVISION COMPANY, LLC**

By: _____
Michael L. O'Shaughnessy, President

EXHIBIT A

DESCRIPTION OF LAND

392 U.S. Highway 321 Bypass North
Winnsboro, SC 29180

TMS # 125-04-03-007-000

~#4826-6724-9940 v.6~

EXHIBIT C

FORM OF CREDIT AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

BETWEEN

FAIRFIELD COUNTY, SOUTH CAROLINA

AND

ELEMENT REAL ESTATE HOLDINGS, LLC

DATED
AS OF
AUGUST 1, 2013