

1201 Main Street, Suite 1450
Columbia, SC 29201
Attention: Michael Kozlarek, Esq.

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; or (2) by certified mail, three (3) business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 9.2 *Binding Effect.* This Agreement shall inure to the benefit of and shall be binding upon the County and the Company and their respective successors and assigns.

SECTION 9.3 *Rescission and Severability.* In the event that the Acts or the Annual Credit arrangement described in Article IV 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 Agreement; otherwise, in the event any provision of this 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 Agreement, unless that decision destroys the basis for the transaction, in which event, at the expense and 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 Agreement under any then applicable law.

SECTION 9.4 *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 9.5 *Fiscal Year.* If the Company's fiscal year changes in the future, the timing of the requirements set forth in this Agreement shall, as appropriate, be automatically revised accordingly, to the extent allowed by law.

SECTION 9.6 *Amendments, Changes and Modifications.* Except as otherwise provided in this Agreement, this 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 County consent, including specifically and without limitation any County consent referred to in this Agreement, may be provided by a resolution of County Council.

SECTION 9.7 *Execution of Counterparts.* This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

SECTION 9.8 *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Agreement.

SECTION 9.9 *Filings.*

(a) The Company shall cause a copy of this Agreement to be filed with the County Auditor, the County Assessor, and the County Administrator within thirty (30) days after the date of execution and delivery hereof. The Company shall provide the County Administrator with a copy of the Company's annual fee-in-lieu of tax filings to DOR with respect to the Project during the term of this Agreement.

(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.

(c) The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Agreement.

(d) 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 Agreement.

SECTION 9.10 *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 Agreement, the purchase, lease and possible sale of real estate for the benefit of the Company and the Company Affiliate, the Fee 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 the Company Affiliate, 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 the Company Affiliate 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 REAL ESTATE HOLDINGS, LLC, pursuant to due authority, have duly executed this Special Source Revenue Credit Agreement, all as of August 1, 2013.

FAIRFIELD COUNTY, SOUTH CAROLINA

By: David L. Ferguson
Chairman
Fairfield County Council

ATTEST:

Paul H. Brown
Clerk to Council

ELEMENT REAL ESTATE HOLDINGS, LLC

By: _____
Michael L. O'Shaughnessy, Manager

EXHIBIT A DESCRIPTION OF REAL PROPERTY.

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

TMS # 125-04-03-007-000