

anticipates an approximate additional investment at the Project of \$25 million dollars by December 31, 2031 (the “*Expansion*”);

WHEREAS, the Company has requested that the County extend the “*Investment Period*” (as defined in the 2020 Fee Agreement), as permitted by Section 12-44-30(13) of the Act, from the end of the fifth (5th) property tax year following the “*Commencement Date*” (as defined in the 2020 Fee Agreement) which is December 31, 2026, until the end of the tenth (10th) year following the Commencement Date, so that the Investment Period shall now continue through December 31, 2031;

WHEREAS, the County Council, having found that the Company’s additional investment in the Expansion of the Project will assist the County in its economic development efforts by inducing the Company to expand the Project in the County, proposes to provide the Company with an additional annual special source revenue credit equal to 25% of the payments-in-lieu-of taxes payable by the Company on taxable property related to the Expansion of the Project during the first sixteen (16) years of payments-in-lieu of taxes applicable to the Expansion, beginning in the first year the Company files a SCDOR PT-300 return Schedule S for the Expansion (which is anticipated to be for the 2027 tax year);

WHEREAS, to memorialize the Investment Period extension and the additional annual special source revenue credit to the Company, the County Council has caused to be prepared and presented to this meeting an Amended and Restated 2020 Fee Agreement by and between Darlington County, South Carolina and Georgia-Pacific Consumer Operations LLC (the “*Amended Fee Agreement*”), which the County proposes to execute and deliver; and

WHEREAS, it appears that the documentation above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED, by the County Council in meeting duly assembled as follows:

Section 1. Based on information supplied by the Company following the amendment of the 2020 Fee Agreement, it is hereby found, determined and declared by the County Council, as follows:

(a) The Expansion of the Project will continue to constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and the County’s actions herein will subserve the purposes and, in all respects, conform to the provisions and requirements of the FILOT Act;

(b) The Expansion of the Project is anticipated to continue to benefit the general public welfare of the County by continuing to provide services, employment, recreation or other public benefits not otherwise provided locally;

(c) The purposes accomplished by the Expansion of the Project will continue to be proper governmental and public purposes;

(d) The Expansion of the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) It is anticipated that the cost of planning, designing, acquiring, constructing, and completing the Expansion will require expenditures of approximately \$25 million;

(f) The benefits of the Expansion to the public are greater than the costs to the public; and

(g) Having evaluated the purposes to be accomplished by the Expansion of the Project as proper governmental and public purposes, the anticipated dollar amount and nature of the investment to be made, and the anticipated costs and benefits to the County, the County has determined the Expansion of the Project is properly classified as economic development property.

Section 2. In order to promote industry, develop trade, and utilize the manpower, agricultural products and natural resources of the State of South Carolina the form, terms and provisions of the Amended Fee Agreement presented to this meeting and filed with the Clerk to County Council is hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Amended Fee Agreement was set out in this Ordinance in its entirety. The Chair of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amended Fee Agreement in the name of and on behalf of the County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Amended Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Darlington County Auditor, Assessor and Treasurer. The Amended Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County, upon advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Amended Fee Agreement now before this meeting.

Section 3. The consummation of all transactions contemplated by the Amended Fee Agreement are hereby approved.

Section 4. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 5. The Chairman of County Council, the County Administrator and the Clerk to County Council, for and on behalf of the County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Amended Fee Agreement and the performance of all obligations of the County thereunder.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All ordinances, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 8. This Ordinance shall be effective and be in full force from and after its passage by the County Council after third and final reading.

ENACTED in meeting duly assembled this **8th day of September, 2025.**

DARLINGTON COUNTY, SOUTH CAROLINA

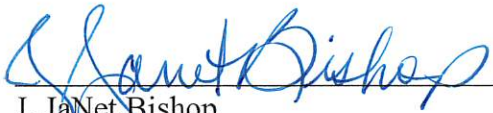


Bobby Hudson, Chair
Darlington County Council



Marion Charles Stewart, III
County Administrator

Attest:



J. Janet Bishop
Clerk to County Council

First Reading: June 2, 2025
Second Reading: August 11, 2025
Third Reading: September 8, 2025
Public Hearing: September 8, 2025

AMENDED & RESTATED FEE AGREEMENT
BETWEEN DARLINGTON COUNTY, SOUTH CAROLINA
AND
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
DATED
APRIL 6, 2020, AS AMENDED SEPTEMBER 8, 2025

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EXHIBIT A Description of Land

EXHIBIT B 2020 Fee Agreement

AMENDED & RESTATED FEE AGREEMENT

THIS AMENDED & RESTATED FEE AGREEMENT (this "*Fee Agreement*") is made and entered into as of September 8, 2025, by and between **DARLINGTON COUNTY, SOUTH CAROLINA** (the "*County*"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "*County Council*") as governing body of the County, and **GEORGIA-PACIFIC CONSUMER OPERATIONS LLC**, a Delaware limited liability company authorized to transact business in the State of South Carolina (the "*Company*").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "*Act*"), to enter into a fee agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property;

WHEREAS, the County is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, to develop an industrial park in the geographic boundaries of the County and a contiguous county ("*Multi-County Industrial Park*");

WHEREAS, the County is authorized under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "*MCIP Act*"), and particularly Section 4-1-175 thereof, and Section 12-44-70 of the Act, to grant special source revenue credits ("*Special Source Revenue Credits*") against payments-in-lieu-of taxes in order to reimburse companies for expenditures towards infrastructure serving the County or the applicable project or for improved or unimproved real estate and personal property used in the operation of manufacturing or commercial enterprises, all within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976 ("*Infrastructure*");

WHEREAS, pursuant to the Act, and based on information provided by the Company, the County finds that (a) it is anticipated that the Project (as defined herein) will continue to benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project will continue to be proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to an initial Inducement Resolution No. 708, adopted October 7, 2019, and a subsequent Inducement Resolution No. 711, adopted on March 2, 2020 (collectively, the "*Inducement Resolution*"), the County committed to enter into a Fee Agreement with respect to an expansion of the Company's facility in the County (the "*Project*"), which was expected to involve an investment of not less than \$142 million within the standard five-year investment period provided under the Act, to provide for a payment-in-lieu-of tax with respect

thereto; and, the County committed to take such action as is required to place all sites comprising the Project in a Multi-County Industrial Park for the term of the Fee Agreement (the "*Fee Term*");

WHEREAS, pursuant to the Inducement Resolution, the County also committed to grant the Company certain Special Source Revenue Credits to reimburse the Company for a portion of its investment in Infrastructure related to the Project, such Special Source Revenue Credits to be taken over a period of sixteen (16) years as set forth in Section 5.6(a);

WHEREAS, pursuant to an Ordinance adopted on April 6, 2020 (the "*Ordinance*"), the County Council authorized the County to enter into that certain Fee Agreement dated as of April 6, 2020 (the "*2020 Fee Agreement*"), a true and correct copy of which is attached hereto as Exhibit B, wherein, in relevant part, the County agreed to provide certain incentives to the Company with respect to certain real and personal property, more particularly described in the 2020 Fee Agreement, subject to the Company investing at least \$142 million at the Project;

WHEREAS, based solely on information provided by the Company, as of December 31, 2024, the Company had invested approximately \$185 million dollars at the Project and anticipates an approximate additional investment at the Project of \$25 million dollars for a new warehouse and additional subsequent improvements by December 31, 2031 (the "*Expansion*");

WHEREAS, the parties agree that as of the effective date of this Fee Agreement, the County is not aware of any Events of Default or other events permitting the County to exercise any remedies of default pursuant to Section 9.2 of the 2020 Fee Agreement or this Fee Agreement;

WHEREAS, in order to induce the Company to make the Expansion in the County, the County has agreed to extend the Investment Period, as permitted by Section 12-44-30(13) of the Act, from the end of the fifth (5th) property tax year following the Commencement Date, which is December 31, 2026, until the end of the tenth (10th) year following the Commencement Date, so that the Investment Period shall now continue through December 31, 2031; and

WHEREAS, in order to induce the Company to make the Expansion in the County, having found that the Company's additional investment in the Project will assist the County in its economic development efforts by inducing the Company to expand the Project in the County, proposes to provide the Company with an additional annual special source revenue credit equal to 25% of the payments-in-lieu-of taxes payable by the Company on taxable property related to the Expansion of the Project during the first sixteen (16) years of payments-in-lieu-of taxes applicable to the Expansion, beginning in the first year the Company files a SCDOR PT-300 Schedule S return for the Expansion (which is anticipated to be for the 2027 tax year for property placed in service during calendar year 2026).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree to amend and restate the 2020 Fee Agreement between the County and the Company as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 and incurs penalties for its noncompliance, the County agrees to waive all penalties that are within the County's control.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

Reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park (as defined herein) and thus are exempt from *ad valorem* taxation under and by virtue of the MCIP Act. With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Act, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, of the Code, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of the Company.

"Administration Expenses" means the reasonable and necessary legal fees and expenses incurred by the County with respect to the Project and this Fee Agreement and the inclusion of the Project in the Multi-County Industrial Park; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

"Annual Special Source Revenue Credit" means an annual credit granted by the County to the Company pursuant to Section 5.6 hereof for the purpose of defraying a portion of the cost of the Infrastructure Improvements of the Company pursuant to Section 12-44-70 of the Act and/or Section 4-1-175 of the Code.

"Applicable Governmental Body" means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

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

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, being December 31, 2021.

“Company” means **Georgia-Pacific Consumer Operations LLC**, a limited liability company duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina.

“County Council” means the County Council of the County.

“County” means **Darlington County, South Carolina**, and its successors and assigns.

“Documents” means the Ordinance, the 2020 Fee Agreement and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means the Fee Agreement dated as of April 6, 2020, between the County and the Company, as amended and restated as of September 8, 2025.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean all hereditaments, appurtenances and improvements now or hereafter situated on the Land identified on Exhibit A hereto as well as hereditaments, appurtenances and improvements to or situated on the land owned by the Company bearing tax map number 165-08-01-068 known as 200 Old Florence Road; Darlington, South Carolina, as well as hereditaments, appurtenances and improvements situate on any Land the Company adds to the Project pursuant to the procedure set forth in Section 4.1 hereof, and to the extent improvements qualifying for the Project are located on any land whether or not the land qualifies for inclusion in the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” shall collectively mean the Resolutions of the County Council adopted on October 7, 2019, and March 2, 2020, committing the County to enter into the 2020 Fee Agreement.

“Infrastructure Improvements” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, any personal property serving the Project and any other such similar or like expenditures authorized by the MCIP Act.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the tenth property tax year following the Commencement Date pursuant to the County’s five-year extension hereunder of the initial five-year investment period made in accordance with Section 12-44-30(13) of the Act.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time as any additional land may be added to the Project during the Investment Period by notifying the County Assessor and the County Auditor of such additional land pursuant to the procedure set forth in Section 4.1 hereof.

“Multi-County Industrial Park” means the industrial or business park established pursuant to the Multi-County Industrial Park Agreement pursuant to Section 4-1-170 of the Code, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

“Multi-County Industrial Park Agreement” shall mean the Agreement for Development of Joint County Industrial and Business Park between Darlington County, South Carolina and Lee County, South Carolina dated as of April 14, 1998, as amended.

“Ordinance” means the Ordinance adopted by the County on April 6, 2020, authorizing the 2020 Fee Agreement and, as applicable, the Ordinance adopted by the County on September 8, 2025, as to this amended and restated Fee Agreement.

“Payments-in-Lieu-of-Taxes” means the payments to be made by the Company pursuant to Section 5.1 of this Fee Agreement.

“Project” shall mean the Equipment, Improvements, and Land together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

“Replacement Property” means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

"Stage" in respect of the Project shall mean the year within which Equipment and Improvements, and Land, if any, are placed in service during each year of the Investment Period.

"State" means the State of South Carolina.

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

ARTICLE II

LIMITATION OF LIABILITY; TAXES

SECTION 2.1 *Limitation of Liability.* Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. *Taxes.* The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 *Representations and Warranties of the County.* The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding

may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on information provided by the Company, the Project constitutes a "project" within the meaning of the Act.

(g) 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.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) At the Company's request, the County hereby grants the Company a five (5) year extension of the Investment Period to make its investment in the County, so that the Project's total investment period, as defined in Section 12-44-30(13) of the Act, ends on the date that is ten (10) years from the Commencement Date.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a Delaware limited liability company authorized to transact business in the State of South Carolina. The Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents

violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) To the knowledge of the Company officials signing the Documents, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition, construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Company expects that it will have an additional investment at the Project, due to the Expansion, of at least \$25 million by the end of the ten-year Investment Period.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of buildings, improvements, fixtures, machinery, equipment, and other personal property which comprise the Project. The Project will consist of facilities dedicated to paperboard container manufacturing purposes.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time during the Investment Period under this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. In addition to the Land listed on Exhibit A, additional land may be added to the Project by notifying the Darlington County Assessor and the Darlington County Auditor of such additions. The Company shall notify the Darlington County Assessor and the Darlington County Auditor of such additions by December 31st of such year the land becomes part of the Project. The Company shall also provide the

County, and its attorney notice of such additions by preparing a new Exhibit A to this Fee Agreement which shall include the description of such additional land.

SECTION 4.2. *Diligent Completion.* As a condition to qualifying for the Payments-in-Lieu-of-Taxes and other benefits to which the Company is entitled hereunder, the Company acknowledges that it will be required to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the construction and acquisition of the Project and may terminate this Fee Agreement with respect to all or portion of the Project at any time as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to that in effect at the site of the Project as of June 30, 2019 (which is understood to be 432.79 mills).

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code.

(c) The Company shall also be entitled to receive Annual Special Source Revenue Credits against the Payments-in-Lieu-of-Taxes as provided in Section 5.6 hereof.

(d) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the Darlington County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(e) Subject in all events to the provisions of the Act, (i) any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 30 years following the year in which such property was placed in service; (ii) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (iii) Replacement Property shall be deemed to replace the oldest property subject to the Fee Agreement which is disposed of in the same property tax year that the Replacement Property is placed in service; (iv) more than one piece of property can replace a single piece of property; (v) Replacement Property does not have to serve the same function as the property it is replacing; (vi) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vii) Replacement Property is entitled to the payments-in-lieu-of taxes pursuant to this Section 5.1 for the period of time remaining on the 30-year Fee Term for the property which it is replacing.

(f) If at any time during the term of this Fee Agreement following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Project shall no longer qualify for the Payments-in-Lieu-of-Taxes provided under paragraph (a) above in accordance with Section 12-44-140(C) of the Act.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or

accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(e) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the provisions of Section 5.1(e) hereof.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the twenty-ninth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Statutory Minimum Investment.* If the Company has not invested at least \$2.5 million in the Project by the December 31, 2026, then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in Section 12-44-140 of the Act.

SECTION 5.5. *Multi-County Industrial Park.* The County agrees to amend the Multi-County Industrial Park Agreement to include the Project pursuant to Section 4-1-170 of the Code, at the site of the Project and to use its best efforts to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to place the Project in the Multi-County Industrial Park. In addition, upon request, the County agrees to consider taking the necessary action to add additional Land not otherwise listed on Exhibit A to the Multi-County Industrial Park.

SECTION 5.6. Infrastructure Credit.

(a) **Credit For Initial Project.** For a total of sixteen (16) years, beginning with tax year 2022 and continuing through tax year 2037, the Company shall automatically be entitled to receive and take an Annual Special Source Revenue Credit, in the form of a credit of 25% against Payments-in-Lieu-of-Taxes, on all Project property placed in service under each Stage of the Project during each of the years of the Investment Period prior to the year the Company first places property in service as part of its Expansion, with such property placed in service as part of the Expansion to be reported on a separate Schedule S to the Company's annual SCDOR PT-300 filing (or successor form) as set forth in paragraph (b) below.

Within 180 days after December 31, 2026, the Company shall provide the County with a copy of its 2027 SCDOR PT-300 (or successor form) with accompanying schedules so that the County may review the Company's investment and employment at the Project as of December 31, 2026. If the Company fails to provide the County with a copy of its 2027 SCDOR PT-300 (or successor form) with accompanying schedules, such failure shall not be an Event of Default; rather, upon written notice to the Company from the County of such failure, the Company shall provide the County with a copy of its 2027 SCDOR PT-300 (or successor form) with accompanying schedules no less than 120 days after the Company receives such notice. If the County determines the employment information provided by the Company on its 2027 SCDOR PT-300 (or successor form) with accompanying schedules is not sufficient to establish the employment required for the Annual Special Source Revenue Credit under this paragraph (a), then the County may request additional information from the Company within 120 days after receiving the Company's 2027 SCDOR PT-300 (or successor form) with accompanying schedules.

If, as of December 31, 2026, the Company fails to have maintained an investment of at least \$127.8 million in gross capitalized expenditures (before depreciation) associated with the Project, or if the Company fails to maintain at least 270 full-time employees (of which up to thirty-five percent (35%) may include temporary staffing positions that have been employed at the Project for at least 90 days as of December 31, 2026) in the County as of December 31, 2026, the Company, upon notice from the County, shall be obligated to repay a portion of the Special Source Revenue Credits to the County granted under this Section 5.6(a) within 180 days after the Company receives such notice from the County, such repayment amount calculated as follows:

"Repayment Percentage" = 100% - Overall Achievement Percentage

"Overall Achievement Percentage" = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

"Investment Achievement Percentage" = Gross Capital Investment Made (before depreciation) and Maintained in the County as of December 31, 2026 (excluding any property attributable to the Expansion) / \$127.8 million (but not to exceed 100%)

"Jobs Achievement Percentage" = Full-Time Employees (of which up to thirty-five percent (35%) may include temporary staffing positions that have been employed at the Project for at least 90 days as of December 31, 2026) in the County as of December 31, 2026 / 270 (but not to exceed 100%)

For example, and by way of example only, if the Company has invested and maintained gross capitalized expenditures of \$102,240,000 (before depreciation) in the County as of December 31, 2026 as to the Project (excluding any property attributable to the Expansion), and maintained 270 Full-Time Employees (as described above in the definition of “**Jobs Achievement Percentage**”) in the County as of December 31, 2026, and if the Company had received \$1,000,000 in Special Source Revenue Credits granted under this Section 5.6(a), the repayment obligation would be calculated as follows:

$$\begin{aligned}\text{Jobs Achievement Percentage} &= 270/270 = 100\% \\ \text{Investment Achievement Percentage} &= \$102.24 \text{ million} / \$127.8 \text{ million} = 80\% \\ \text{Overall Achievement Percentage} &= (100\% + 80\%) / 2 = 90\% \\ \text{Repayment Percentage} &= 100\% - 90\% = 10\% \\ \text{Repayment Amount} &= \$1,000,000 \times 10\% = \$100,000\end{aligned}$$

Further, any future Annual Special Source Revenue Credits granted under this Section 5.6(a) shall be reduced by the Repayment Percentage.

(b) **Credit for Expansion.** For a total of sixteen (16) years, beginning with respect to the property tax year following the year in which the first Stage of the Expansion is placed in service, anticipated to be tax year 2027 for property placed in service under the Project as of December 31, 2026, the Company automatically shall be entitled to receive and take an Annual Special Source Revenue Credit in the form of a credit of 25% against Payments-in-Lieu-of-Taxes on Project property placed in service under each Stage of the Project that is part of the Expansion and placed in service during the remaining years of the Investment Period that begin during the first tax year that property is placed in service as part of the Expansion and end as of the last day of the Investment Period, being December 31, 2031, with such property placed in service as part of the Expansion to be reported on a separate Schedule S to the Company’s SCDOR PT-300 return filing.

Within 180 days after the Company files its fifth (5th) separate Schedule S to the Company’s SCDOR PT-300 return filing as to the Expansion, the Company shall provide the County with a copy of its most recently filed SCDOR PT-300 (or successor form) with accompanying schedules so that the County may review the Company’s investment at the Project for the Expansion. If the Company fails to provide the County with a copy of such SCDOR PT-300 (or successor form) with accompanying schedules, such failure shall not be an Event of Default; rather, upon written notice to the Company from the County of such failure, the Company shall provide the County with a copy of its most recently filed SCDOR PT-300 (or successor form) with accompanying schedules no less than 120 days after the Company receives such notice.

If, after the Company files its fifth (5th) separate Schedule S to the Company’s SCDOR PT-300 return filing as to the Expansion, the Company fails to invest and maintain an additional investment of at least \$25 million in gross capitalized expenditures (before depreciation) associated with the Expansion at the Project, the Company, upon notice from the County, shall be obligated to repay a portion of the Special Source Revenue Credits to the County granted under this Section 5.6(b) within 180 days after the Company receives such notice from the County, such repayment amount calculated as follows:

“Expansion Repayment Percentage” = 100% - Expansion Investment Achievement Percentage

“Expansion Investment Achievement Percentage” = Gross Capital Investment made (before depreciation) during the years of the Investment Period beginning with the year property is first placed in service under the Expansion and maintained in the County as of the December 31st of the fifth year following the first year property is placed in service under the Expansion / \$25 million (but not to exceed 100%).

For the avoidance of doubt, the gross capital investment referenced above must be over and above the gross cost of investments made by the Company and reported on its applicable SCDOR PT-300 Schedule S-3 for the initial Project for the year immediately prior to the year the Company places property in service under the Expansion (the **“Base Investment”**), with such Base Investment being no less than the \$185,000,000 of gross cost of investments made by the Company as of December 31, 2024 for the 2025 tax year as reported on its Schedule S-3.

For example, and by way of example only, if the Company has invested and maintained gross capitalized expenditures of \$15 million (before depreciation) at the Expansion in the County during the years of the Investment Period beginning with the year property is first placed in service under the Expansion and maintained in the County as of the December 31st of the fifth year following the first year property is placed in service under the Expansion (over and above the Base Investment), and if the Company had received \$250,000 in Special Source Revenue Credits granted under this Section 5.6(b) for investment made at the Expansion in the County during such years, the repayment obligation would be calculated as follows:

Expansion Investment Achievement Percentage = \$15 million / \$25 million = 60%

Expansion Repayment Percentage = 100% - 60% = 40%

Expansion Repayment Amount = \$250,000 x 40% = \$100,000

Further, any future Annual Special Source Revenue Credits granted under this Section 5.6(b) shall be reduced by the Repayment Percentage.

(c) The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure Improvements as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure Improvements shall equal or exceed the cumulative dollar amount of all the Annual Special Source Revenue Credits received by the Company.

Unless otherwise requested by the Company, the dollar amount of all the Annual Special Source Revenue Credits shall be applied in its entirety against Payments-in-Lieu-of-Taxes to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(ii)(a) of the Code, to the extent any Annual Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Annual Special Source

Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the end of the Fee Term, then the amount of Payments-in-Lieu-of-Taxes due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to ensure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. *Confidentiality.* The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall be entitled to receive any such confidential or proprietary information; and (ii) shall be entitled to inspect the Project or any property associated therewith; in either case, unless they comply with the remaining provisions of this Section. Except as required by law, the County agrees that it will not disclose or otherwise divulge any such confidential or proprietary information (identified in writing to the County as confidential or proprietary) to which it may have become privy to any other person, firm, governmental body or

agency, or any other entity unless required to do so by law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, 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. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to use its best efforts to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, all at the sole expense of the Company.

SECTION 8.2. *Indemnification Covenants*

(a) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, elected officials, officers, agents and employees shall incur any pecuniary liability to any third-party, the Company shall indemnify and hold harmless the County and its County Council members, elected officials, officers, agents and employees (hereinafter "*Indemnitees*") against all pecuniary claims by or on behalf of any non-Indemnitee third party, and all costs and expenses incurred in connection with such claims (i) to the extent such claims arise out of the terms of, or by reason of the County's entering into, this Fee Agreement or the undertakings of the County required hereunder, or (ii) to the extent arising out of the performance of the Indemnitees of any act in connection with the entering into and performance of the transactions described in the Documents. Upon notice from the County, the Company, at its own expense, shall defend the County and Indemnitees in such action or proceeding.

(b) Notwithstanding the foregoing in Section 8.2(a), the Company shall not be obligated to indemnify the County or any Indemnitees for expenses, claims, losses or damages arising from the breach or invalidity of any Documents, the intentional or willful misconduct, violation of law or gross negligence of the County or any Indemnitees.

(c) The indemnifications provided in this Section shall survive for ten years after the expiration of the Fee Term or, if this Fee Agreement is otherwise terminated prior to the expiration of the Fee Term, ten years after the termination of this Fee Agreement.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly agrees to any transfer or assignment by the Company to any Company affiliate of all or part of its interest in the Project and/or this Fee Agreement. For purposes of this Section, a "*Company Affiliate*" is any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The County further agrees that, if future County consent is required by the Act, the County Council may provide any such consent by a resolution of County Council. The Chair and the Clerk to

County Council may evidence such consent by executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, or so long as the County consents, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the payments-in-lieu-of taxes due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "*Event of Default*" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to make payment of any amount (other than as designated in Section 9.1(a) hereof) required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(c) A cessation of operations at the Project that is permanent in nature or extends for a period beyond twelve (12) months; or

(d) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) or (b) hereof), and, except as set forth in Section 5.6, such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "*force majeure*" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(e) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents, or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. *Remedies on Default.* Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Fee Agreement by providing at

least 30 days written notice to the Company or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce any obligation, agreement or covenant of the Company, under the Documents; provided however, for the avoidance of any doubt, the Company may never be compelled by specific performance or otherwise to meet the Investment Requirement and the exclusive remedies for any such failure to meet being provided in Sections 5.4 and 5.6. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes, and shall have a first priority lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, of the Code.

SECTION 9.3. *No Additional Waiver Implied by One Waiver.* In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. *Option to Terminate.* From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable as of the date of such termination for ad valorem property taxes on the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement (including any retroactive paybacks due to the County as set forth in Sections 5.4 and/or 5.6), which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(d), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. *Notices.* All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company:

Demetrius Wright
Plant Director
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
200 Old Florence Road
Darlington, SC 29532

With a copy to: Mike Betz
Deputy General Counsel
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
133 Peachtree St NE
PO Box 105605
Atlanta, GA 30303

With a copy to: Tax Department
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
PO Box 105681
Atlanta, GA 30348-5681

With a copy to: Jennifer W. Davis
Nelson Mullins Riley & Scarborough LLP
P.O. Box 1806
Charleston, SC 29402
jennifer.davis@nelsonmullins.com

If to the County: Darlington County, South Carolina
Attn: Marion C. Stewart, III
County Administrator
1 Public Square, Room 210
Darlington, SC 29532
Facsimile: (843) 393-8539

With a copy to: Will Johnson
Haynsworth Sinkler Boyd, P.A.
P.O. Box 11889
Columbia, SC 29211
wjohnson@hsblawfirm.com

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *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 11.3. *Invalidity 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 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 20 of Title 4 and Chapter 12 of Title 4, of the Code, all at the expense of the Company.

SECTION 11.4. *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 11.5. *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 be revised accordingly.

SECTION 11.6. *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 may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall constitute an original instrument; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Fee Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. *Filings.* The Company shall cause a copy of this Fee Agreement to be filed with the Darlington County Auditor, the Darlington County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

SECTION 11.10. *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 11.11. *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 11.12. *Payment of Administration Expenses.* The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefore, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. The Company shall reimburse the County for reasonable legal fees and expenses incurred in connection with negotiating and entering into the Documents.


**IN WITNESS WHEREOF, DARLINGTON COUNTY, SOUTH CAROLINA, and
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC, each pursuant to due authority,
have duly executed this Fee Agreement, all as of the date first above written.**

DARLINGTON COUNTY, SOUTH CAROLINA



Bobby Hudson, Chair
Darlington County Council

ATTEST:



J. Janet Bishop, Clerk of Council
Darlington County Council

**GEORGIA-PACIFIC CONSUMER
OPERATIONS LLC**


By: 
Its: Plant Director

EXHIBIT A
DESCRIPTION OF LAND

Parcel #1:

The Property referred to herein is situated in the County of Darlington, State of South Carolina, and is described as follows:

All that certain parcel or lot of land, with the improvements thereon, situate, lying and being in the City and County of Darlington, State of South Carolina, designated as Lot No. 4 of Block 30 on a plat of property of Darlington Land Improvement Company made by H. H. Huggins dated 1888 and recorded in the office of the Clerk of Court of Darlington County in Book 12 at Page 206. The said lot is bounded on the Northwest by Avenue D, on the Northeast by Fourth Street, on the Southeast by Lot No. 8 on said plat and on the Southwest by right-of-way of S. A. L. Railway Company.

LESS AND EXCEPT any portion of subject property lying within the bounds of the Railroad right of way.

The above property is a portion of the property conveyed unto Darlington Veneer Company, Inc., a South Carolina corporation by deed of Florence Leake dated February 3, 1950 and recorded in the Office of the Clerk of Court for Darlington County on February 4, 1950 in Deed Book 268, Page 149.

The above property is identified as Darlington County tax parcel 165-04-01-006.

Parcel #2:

The Property referred to herein is situated in the County of Darlington, State of South Carolina, and is described as follows:

All that certain parcel or lot of land lying, being and situate in the City and County of Darlington, State of South Carolina, shown and designated as containing 16.85 acres on that certain plat of survey prepared for the City of Darlington by Nesbitt Surveying Co., Inc. on April 27, 2018, and recorded Plat Book 214, at Page 329, in the Office of the Clerk of Court for Darlington County.

Being the same property conveyed by Title to Real Estate dated May 2, 2018 from Walter H. Sims, Jr. and Ellen F. Webb to the City of Darlington, recorded on May 11, 2018, in Book 1085, Pages 4636-4639 in the Office of the Clerk of Court for Darlington County.

TMS#: 165-04-01-005 and 165-00-02-010

Parcel #3:

All that certain piece, parcel or lot of land, together with the building and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 2 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 8, bounded on the north by Lot No. 3; on the south by Lot No. 1; on the west by Lot No. 8; on the east by Avenue C.

Tax Map Number: 165-03-03-042

Parcel #4:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 3 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, and fronts on Avenue C forty-five (45) feet and runs back in depth ninety-two and one-half (92½) feet to Lot No. 9, bounded on the north by Lot No. 4; on the south by Lot No. 2; on the east by Avenue C; and on the west by Lot No. 9, as will appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-041

Parcel #5:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 4 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back in depth ninety-two and one-half (92½) feet to Lot No. 10, bounded on the north by Lot No. 5; on the east by Avenue C; on the west by Lot No. 10; and on the south by Lot No. 3, as show on the aforesaid plat.

Tax Map Number: 165-03-03-040

Parcel #6:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 5 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back in depth ninety-two and one-half (92½) feet to Lot No. 11, bounded on the north by Lot No. 6; east by Avenue C; on the west by Lot No. 11; and on the south by Lot No. 4, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-039

Parcel #7:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 6 on plat made by T. E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 12, bounded on the north by land formerly of E.R. Cox; on the east by Avenue C; on the south by Lot No. 5; and on the west by Lot No. 12, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-038

Parcel #8:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 9 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 3, bounded on the north by Lot No. 10; on the east by Lot No. 3; on the south by Lot No. 8; and on the west by a fifteen (15) foot alley, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-062

Parcel #9:

All those two (2) certain lots of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, being Lot Nos. 8 and 10 as shown on plat made by T.E. Wilson, C.E., dated November 28, 2010 and duly recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, a more accurate description of said lots as to dimensions will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-061 and 165-03-03-063

Parcel #10:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 11 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 5, bounded on the north by Lot No. 12; on the south by Lot No. 10; on the east by Lot No. 5; and on the west by a fifteen 15 foot alley.

Tax Map Number: 165-03-03-064

Parcel #11:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 12 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk for Darlington County in Plat Book 2 at page 169, fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 6, bounded on the north by Lot No. 13; east by Lot No. 6; south by Lot No. 11; and west by a fifteen (15) foot alley, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-065

Parcel #12:

All that certain piece, parcel or lot of land situate, lying and being in the Town and County of Darlington, State of South Carolina, bounded as follows: on the north by an alleyway fifteen (15) feet wide, which runs from First Street to Second Street; on the east by Second Street; on the south by Avenue C; and on the west by lots of Jim Muldrow and Chalmers Cooper.

Tax Map Number: 165-03-03-037 and 165-03-03-066

Being the same property conveyed by Deed of Distribution dated February 23, 1999 from John Jay James, II as Legal Representative of the Estate of Albert L. Flowers, Jr. to Margaret Leigh F. Sims and to Ellen F. Webb, recorded on December 15, 1999, in OR Book 261, Page 182, and by Deed of Distribution dated May 19, 2003 from Walter F. Sims, Jr. as Personal Representative of the Estate of Margaret Flowers Sims to Walter H. Sims, Jr., recorded on February 15, 2008, in OR Book 1052, Pages 1703 - 1705.

Parcel #13

Land Situated in the State of South Carolina, County of Darlington, City of Darlington, described as follows:

All that certain piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being in the County of Darlington, State of South Carolina as shown on a plat prepared by J. E. Tucker dated July 17, 1987 whereon same is shown to be bounded and measuring as follows:

On the S.E. by East Railroad Avenue for a distance of 96.5 feet.
On the Southwest by James River-Dixie Northern, Inc. for a distance of 60 feet.
On the Northwest by James River-Dixie Northern, Inc. for a distance of 99 feet and
On the Northeast by South Carolina Central Railroad Company for a distance of 60 feet.

All measurements and directions being a little more or less and shown on the aforementioned plat to which reference is craved for a more complete and accurate description. Said plat being incorporated herein by reference thereto.

This being the property conveyed to the Grantee herein by Marvin I. Lawson, Clerk of Court for Darlington County, by Deed dated February 12, 1990 and recorded in the office of the Clerk of Court in Deed Book 987, at Page 10.

Specifically, included in this transaction are the mobile home and buildings with additions thereto located on the said property.

Derivation:

Being the same property conveyed by Deed dated May 18, 1990 from Dixie Federal Credit Union to James Rivers Corporation, Dixie Products and recorded in Deed Book 989, Page 561, Darlington County, South Carolina records.

TMS: 165-03-02-073

Parcel #14

ALL those certain tracts, pieces, or parcels of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tracts E, F, and G containing a total of 4.981 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Third Street and Avenue B; thence, along Avenue B North 63 degrees 01 minute East a distance of 215.01 feet to an iron pin at the property of Seaboard Coastline Railroad; thence, along said railroad South 32 degrees 02 minutes East a distance of 202.00 feet; thence, along said railroad North 57 degrees 58 minutes East a distance of 15.05 feet; thence, along said railroad South 32 degrees 02 minutes East a distance of 90.00 feet; thence, along said property North 57 degrees 58 minutes East a distance of 15.06 feet; thence, along said property South 32 degrees 02 minutes East for a distance of 178.23 feet; thence, South 62 degrees 58 minutes West a distance of 30.11 feet; thence, along said railroad South 32 degrees 02 minutes East a distance of 403.23 feet to an iron pin at Avenue D; thence, along Avenue D South 62 degrees 58 minutes West a distance of 272.11 feet to an iron pin at Third Street; thence along Third Street North 28 degrees 16 Minutes West a distance of 868.19 feet to the point of beginning. Said tract bounded as follows:

North: by Avenue B
South: by Avenue D
East: by Seaboard Coastline Railroad
West: by Third Street

TMS: 165-03-03-002

Parcel #15:

ALL those certain tracts, pieces, or parcels of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tracts H and H-1 containing a total of 3.764 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Avenue B and Third Street; thence, along Third Street South 28 degrees 16 minutes East a distance of 23.02 feet to a building; thence, North 68 degrees 52 minutes East a distance of 2.0 feet to the corner of said building; thence, along said building South 27 degrees 30 minutes a distance of 149.43 feet; thence, along Third Street South 28 degrees 16 minutes a distance of 233.94 feet to an iron pin at Avenue C; thence, South 62 degrees 58 minutes West a distance of 403.00 feet to an iron pin at Second Street; thence, along Second Street North 28 degrees 16 minutes West a distance of 406.77 feet to an iron pin at Avenue B; thence, along said Avenue B North 63 degrees 01 minute East for a distance of 403.00 feet to the point of beginning. Said tract being bounded as follows:

North: by Avenue B
South: by Avenue C
East: by Third Street
West: by Second Street

TMS: 165-03-03-036 and 165-03-03-001

Parcel #16:

ALL that certain tract, piece, or parcel of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tract I containing 6.327 acres, being more fully described as:

Beginning at a nail and cap at the southwest intersection of Avenue A and Second Street; thence, along Second Street South 28 degrees 16 minutes East a distance of 402.56 feet to a building at Avenue B; thence, along, Avenue B South 63 degrees 01 minute West a distance of 653.21 feet to a fence post; thence, North 26 degrees 46 minutes West a distance of 238.43 feet to a fence post; thence, South 60 degrees 08 minutes West a distance of 86.08 feet to a fence post; thence, North 30 degrees 11 minutes a distance of 167.67 feet to an iron pin at Avenue A; thence, along Avenue A North 62 degrees 57 minutes East a distance of 738.74 feet to the point of beginning. Such parcel being bounded as follows:

North: by Avenue A
South: by Avenue B
East: by Second Street
West: by lands of G. P. Gandy, et. al.

TMS: 165-03-02-038

Parcel #17:

ALL that certain tract, piece or parcel of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tract J containing 1.706 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Broad Street and Russell Street; thence, along Russell Street South 28 degrees 17 minutes East a distance of 155.02 feet to an iron stake; thence South 61 degrees 50 minutes West a distance of 200.00 feet to an iron pin; thence, South 30 degrees 12 minutes East a distance of 49.07 feet to a spike in the pavement at property of Atlantic Coastline Railroad; thence, along said railroad South 62 degrees 36 minutes West a distance of 200.05 feet to an iron pin; thence, North 30 degrees 03 minutes West a distance of 213.49 feet to an iron pin at Broad Street; thence, along Broad Street North 63 degrees 32 minutes East a distance of 405.18 feet to the point of beginning. Said parcel being bounded as follows:

North: by Broad Street

South: by Atlantic Coastline Railroad and Dixie Federal Credit Union.

West: by-Price Warehouse, Inc.

East: by Russell Street

Being a portion of the property that was conveyed to American Can Company or its subsidiaries, Individual Drinking Cup and Dixie Cup at: Deed Book 595, Page 267; Deed Book 723, Page 297; Deed. Book 364, Page 65; Deed Book 415, Page 446; Deed Book 358, Pages 16 and 203; Deed Book 364, Pages 83 and 239; Deed Book 416, Page 82; Deed Book 236, Page 316; Deed Book 340, Page 374; Deed Book 483, Page 141; Deed Book 408, Page 433; Deed Book 248, Page 127; and Deed Book 226, Pages 44, 106, 107, 112, and 114.

TMS: 165-03-02-052

Derivation:

Being the same property conveyed by Deed dated October 21, 1983 from James River Corporation of Virginia to James River-Dixie/Northern, Inc. and recorded in Deed Book 865, Page 82, Darlington County, South Carolina records and by Deed dated July 2, 1982 from American Can Company to James River-Dixie/ Northern, Inc., recorded in Book 839, Page 641, Darlington County, South Carolina records.

TMS: 165-08-01-067

165-08-01-069

165-03-02-038

EXHIBIT B
2020 Fee Agreement
(Attached)

FEE AGREEMENT
BETWEEN DARLINGTON COUNTY, SOUTH CAROLINA
AND
GEORGIA-PACIFIC CONSUMER OPERATIONS LLC
DATED
APRIL 6, 2020

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EXHIBIT A Description of Land

FEE AGREEMENT

THIS FEE AGREEMENT (this "Fee Agreement") is made and entered into as of April 6, 2020, by and between **DARLINGTON COUNTY, SOUTH CAROLINA** (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the "County Council") as governing body of the County, and **GEORGIA-PACIFIC CONSUMER OPERATIONS LLC**, a Delaware limited liability company authorized to transact business in the State of South Carolina (the "Company").

WITNESSETH:

WHEREAS, the County is authorized by Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended (the "Act"), to enter into a fee agreement with companies meeting the requirements of such Act which identifies certain property of such companies as economic development property;

WHEREAS, the County is authorized under Article VIII, Section 13(D) of the South Carolina Constitution and Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, to develop an industrial park in the geographic boundaries of the County and a contiguous county ("Multi-County Industrial Park");

WHEREAS, the County is authorized under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina, 1976, as amended (the "MCIP Act"), and particularly Section 4-1-175 thereof, and Section 12-44-70 of the Act, to grant special source revenue credits ("Special Source Revenue Credits") against fee-in-lieu of tax payments in order to reimburse companies for expenditures towards infrastructure serving the County or the applicable project or for improved or unimproved real estate used in the operation of manufacturing or commercial enterprises, all within the meaning of Section 4-29-68, Code of Laws of South Carolina 1976 ("Infrastructure");

WHEREAS, pursuant to the Act, and based on information provided by the Company, the County finds that (a) it is anticipated that the Project (as defined herein) will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally; (b) neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project to the public are greater than the costs to the public;

WHEREAS, pursuant to an initial Inducement Resolution No. 708, adopted October 7, 2019, and a subsequent Inducement Resolution No. 711, adopted on March 2, 2020 (the "Inducement Resolution"), the County committed to enter into this Fee Agreement with respect to an expansion of the Company's facility in the County (the "Project"), which is expected to involve an investment of not less than \$142 million within the standard investment period

provided under the Act, to provide for a fee-in-lieu of tax with respect thereto; and, the County committed to take such action as is required to place the Project in a Multi-County Industrial Park for the term of the Fee Agreement (the "Fee Term");

WHEREAS, pursuant to the Inducement Resolution, the County committed to grant the Company certain Special Source Revenue Credits to reimburse the Company for a portion of its investment in Infrastructure related to the Project, such Special Source Revenue Credits to be taken over a period of sixteen (16) years as set forth in Section 5.6;

WHEREAS, pursuant to an Ordinance adopted on April 6, 2020 (the "Ordinance"), the County Council authorized the County to enter into this Fee Agreement to provide for a fee-in-lieu of tax and a Special Source Revenue Credit with respect to the Project.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective representations and agreements hereinafter contained and other value, the parties hereto agree as follows:

ARTICLE I

RECAPITULATION AND DEFINITIONS

SECTION 1.1. *Statutorily Required Recapitulation.* Pursuant to Section 12-44-55(B) of the Act, the County and the Company waive any and all compliance with any and all of the provisions, items or requirements of Section 12-44-55. If the Company should be required to retroactively comply with the recapitulation requirements of Section 12-44-55 and incurs penalties for its noncompliance, the County agrees to waive all penalties that are within the County's control.

SECTION 1.2. *Rules of Construction; use of Defined Terms.* Unless the context clearly indicates otherwise, in this Fee Agreement words and terms defined in Section 1.3 hereof are used with the meanings ascribed thereto. The definition of any document shall include any amendments to that document, unless the context clearly indicates otherwise.

Reference is made to the term taxes or *ad valorem* taxes. All or portions of the Project will be located in a Multi-County Industrial Park (as defined herein) and thus are exempt from *ad valorem* taxation under and by virtue of the MCIP Act. With respect to facilities located in a Multi-County Industrial Park, references to taxes or *ad valorem* taxes means the payments-in-lieu-of-taxes provided for in the MCIP Act, and, where this Fee Agreement refers to payments of taxes or Payments-in-Lieu-of-Taxes to County Treasurers, such references shall be construed to mean the payments to the counties participating in such Multi-County Industrial Park.

SECTION 1.3. *Definitions.*

"Act" means Title 12 Chapter 44, of the Code, as in effect on the date hereof and, to the extent such amendments are specifically made applicable to this Fee Agreement or the Project, as the same may be amended from time to time; provided that if any such amendment shall be

applicable only at the option of the County or the Company, then such amendment shall only be applicable with the consent or at the request of the Company.

“Administration Expenses” means the reasonable and necessary legal fees and expenses incurred by the County with respect to the Project and this Agreement and the inclusion of the Project in the Multi-County Industrial Park; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Company a statement in writing indicating the reason such expense has been or will be incurred and either estimating the amount of such expense or stating the basis on which the expense has been or will be computed.

“Annual Special Source Revenue Credit” means an annual credit granted by the County to the Company pursuant to Section 5.6 hereof for the purpose of defraying a portion of the cost of the Infrastructure Improvements of the Company pursuant to Section 12-44-70 of the Act and/or Section 4-1-175 of the Code.

“Applicable Governmental Body” means each governmental entity within the State having jurisdiction over or the right to approve or disapprove any or all of the Documents.

“Chair” means the Chair of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Chair).

“Clerk” means the Clerk of County Council (or the person or persons authorized to perform the duties thereof in the absence of the Clerk).

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

“Commencement Date” means the last day of the property tax year when Project property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Company have entered into this Fee Agreement.

“Company” means Georgia-Pacific Consumer Operations LLC, a limited liability company duly organized under the laws of the State of Delaware and authorized to transact business in South Carolina.

“County Council” means the County Council of the County.

“County” means Darlington County, South Carolina, and its successors and assigns.

“Documents” means the Ordinance and this Fee Agreement.

“DOR” means the South Carolina Department of Revenue and any successor thereto.

“Equipment” means all machinery, apparatus, equipment, fixtures, office facilities, furnishings and other personal property to the extent such property becomes a part of the Project under this Fee Agreement.

“Event of Default” shall mean any Event of Default specified in Section 9.1 of this Fee Agreement.

“Fee Agreement” means this Fee Agreement dated as of April 6, 2020, between the County and the Company.

“Fee Term” shall mean the duration of this Fee Agreement with respect to each Stage of the Project as specified in Section 5.3 hereof.

“Improvements” shall mean all hereditaments, appurtenances and improvements now or hereafter situated on the Land identified on Exhibit A hereto as well as hereditaments, appurtenances and improvements to or situated on the land owned by the Company bearing tax map number 165-08-01-068 known as 200 Old Florence Road, Darlington, South Carolina, as well as hereditaments, appurtenances and improvements situate on any Land the Company adds to the Project pursuant to the procedure set forth in Section 4.1 hereof, and to the extent improvements qualifying for the Project are located on any land whether or not the land qualifies for inclusion in the Project, together with any and all additions, accessions, replacements and substitutions thereto or therefor, and all fixtures now or hereafter attached thereto, to the extent such additions, accessions, replacements, and substitutions become part of the Project under this Fee Agreement.

“Inducement Resolution” shall collectively mean the Resolutions of the County Council adopted on October 7, 2019, and March 2, 2020, committing the County to enter into this Fee Agreement.

“Infrastructure Improvements” shall include but not be limited to, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and for improved or unimproved real estate in connection with the Project, and any other such similar or like expenditures authorized by the MCIP Act.

“Investment Period” shall mean the period beginning with the first day that economic development property is purchased or acquired and ending on the last day of the fifth property tax year following the Commencement Date.

“Land” means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time as any additional land may be added to the Project during the Investment Period by notifying the County Assessor and the County Auditor of such additional land pursuant to the procedure set forth in Section 4.1 hereof.

"Multi-County Industrial Park" means the industrial or business park established pursuant to the Multi-County Industrial Park Agreement pursuant to Section 4-1-170 of the Code, and Article VIII, Section 13, paragraph D of the Constitution of South Carolina.

"Multi-County Industrial Park Agreement" shall mean the Agreement for Development of Joint County Industrial and Business Park between Darlington County, South Carolina and Lee County, South Carolina dated as of April 14, 1998, as amended.

"Ordinance" means the Ordinance adopted by the County on April 6, 2020, authorizing this Fee Agreement.

"Payments-in-Lieu-of-Taxes" means the payments to be made by the Company pursuant to Section 5.1 of this Agreement.

"Project" shall mean the Equipment, Improvements, and Land together with the acquisition, construction, installation, design and engineering thereof which are eligible for inclusion as economic development property under the Act and become subject to this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period.

"Replacement Property" means any property acquired or constructed after the Investment Period as a replacement for any property theretofore forming a part of the Project and disposed of, or deemed disposed of, as provided in Section 5.2 hereof.

"Stage" in respect of the Project shall mean the year within which Equipment and Improvements, and Land, if any, are placed in service during each year of the Investment Period.

"State" means the State of South Carolina.

"Threshold Date" shall mean the last day of the fifth (5th) property tax year following the Commencement Date.

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

ARTICLE II

LIMITATION OF LIABILITY; TAXES

SECTION 2.1 Limitation of Liability. Any obligation which the County may incur for the payment of money as a result of the transactions described in the Documents shall never constitute an indebtedness of the County within the meaning of any State constitutional provision

or statutory limitation and shall never create a pecuniary liability of the County or a charge upon its general credit or against its taxing powers but shall be payable solely out of the funds received by it under the Documents.

SECTION 2.2. Taxes. The County and the Company acknowledge that pursuant to the Act, upon execution of this Fee Agreement, no part of the Project will be subject to ad valorem property taxation in the State.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND COVENANTS

SECTION 3.1 Representations and Warranties of the County. The County makes the following representations and warranties to the Company and covenants with the Company as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and is authorized and empowered by the Act to execute the Documents to which it is a party and to fulfill its obligations described in the Documents. By proper action, the County Council has duly authorized the execution and delivery of the Documents to which the County is a party and has taken all such action as is necessary to permit the County to enter into and fully perform the transactions required of it under the Documents.

(b) Neither the execution and delivery of the Documents, nor the consummation and performance of the transactions described in the Documents, violate, conflict with or will result in a breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the County is now a party or by which it is bound.

(c) There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the County, wherein an unfavorable decision, ruling or finding may or would materially adversely affect the County's obligations hereunder or the consummation of the transactions described in the Documents.

(d) None of the proceedings taken to authorize the execution, delivery and performance of such of the Documents as require execution, delivery and performance by the County has been repealed, revoked, amended or rescinded.

(e) All consents, authorizations and approvals required on the part of the County in connection with the execution, delivery and performance by the County of such of the Documents as require execution, delivery and performance by the County have been obtained and remain in full force and effect as of the date hereof or will be obtained.

(f) Based on information provided by the Company, the Project constitutes a "project" within the meaning of the Act.

(g) 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.

(h) Assuming the constitutionality of the Act, the Documents to which the County is a party are (or, when executed, will be) legal, valid and binding obligations of the County enforceable against the County under present law in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

SECTION 3.2. *Covenants by the County.* The County covenants with the Company as follows:

(a) The County agrees to do all things deemed reasonably necessary as requested by the Company in writing in connection with the Project including but not limited to the execution, delivery and performance of its obligations in the Documents and in accordance with the Act, all for the purposes of promoting industrial development, developing trade, and utilizing and employing the manpower and natural resources of the County and the State.

(b) At the Company's request, the County agrees to consider granting the Company a five (5) year extension of the Investment Period to make its investment in the County, so that the Project's total investment period, as defined in Section 12-44-30(13) of the Act, ends on the date that is ten (10) years from the Commencement Date.

SECTION 3.3. *Representations and Warranties of the Company.* The Company makes the following representations and warranties to the County:

(a) The Company is a Delaware limited liability company authorized to transact business in the State of South Carolina. The Company has full power to execute the Documents to which it is a party and to fulfill its obligations described in the Documents and, by proper action, has authorized the execution and delivery of the Documents to which it is a party.

(b) Neither the execution and delivery of the Documents to which the Company is a party, nor the consummation and performance of the transactions described in the Documents violate, conflict with, or will, to its knowledge, result in a material breach of any of the material terms, conditions or provisions of any agreement, restriction, law, rule, order or regulation to which the Company is now a party or by which it is bound.

(c) To the knowledge of the Company officials signing the Documents, there is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency, public board or body, pending or threatened, against or affecting the Company wherein an unfavorable decision, ruling or finding would have a material adverse effect on the Company or the consummation of the transactions described in the Documents.

(d) All consents, authorizations and approvals required on the part of the Company in connection with the Documents and the transactions contemplated thereby and the acquisition,

construction and installation of the Project have been obtained and remain in full force and effect or will be obtained.

(e) The Documents to which the Company is a party are (or, when executed, will be) legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except as such terms may be limited by laws affecting creditors' rights generally.

(f) The Company expects that it will invest at least \$142 million in the Project by the Threshold Date.

ARTICLE IV

COMMENCEMENT AND COMPLETION OF THE PROJECT

SECTION 4.1. *The Project.* The Company has acquired, constructed and/or installed or made plans for the acquisition, construction and/or installation of buildings, improvements, fixtures, machinery, equipment, and other personal property which comprise the Project. The Project will consist of facilities dedicated to paperboard container manufacturing purposes.

Pursuant to the Act, the Company and the County hereby agree that the property comprising the Project shall be economic development property as defined under the Act, so long as such property meets the requirements of the Act.

Notwithstanding any other provision of this Fee Agreement, the Company may place real property and/or personal property into service at any time during the Investment Period under this Fee Agreement. The parties agree that Project property shall consist of such property so properly identified by the Company in connection with its annual filing with the DOR of a SCDOR PT-300, or such comparable form, and with such schedules as the DOR may provide in connection with projects subject to the Act (as such filing may be amended or supplemented from time to time) for each year within the Investment Period. In addition to the Land listed on Exhibit A, additional land may be added to the Project by notifying the Darlington County Assessor and the Darlington County Auditor of such additions. The Company shall notify the Darlington County Assessor and the Darlington County Auditor of such additions by December 31st of such year the land becomes part of the Project. The Company shall also provide the County and its attorney notice of such additions by preparing a new Exhibit A to this Fee Agreement which shall include the description of such additional land.

SECTION 4.2. *Diligent Completion.* As a condition to qualifying for the Payments-in-Lieu-of-Taxes and other benefits to which the Company is entitled hereunder, the Company acknowledges that it will be required to use its reasonable efforts to cause the acquisition, construction and installation of the Project to be completed; however, notwithstanding anything contained in this Fee Agreement to the contrary, the Company shall not be obligated to complete the construction and acquisition of the Project and may terminate this Agreement with respect to all or portion of the Project at any time as set forth in Article X herein.

SECTION 4.3. *Modifications to Project.* The Company may make or cause to be made from time to time any additions, modifications or improvements to the Project that it may deem desirable for its business purposes.

ARTICLE V

PAYMENTS-IN-LIEU-OF-TAXES; DISPOSITION OF PAYMENTS-IN-LIEU-OF-TAXES

SECTION 5.1. *Payments-in-Lieu-of-Taxes.* The parties acknowledge that under Article I, Section 3 of the South Carolina Constitution, the Project is exempt from ad valorem property taxes. However, the Company shall be required to make the Payments-in-Lieu-of-Taxes with respect to the Project as provided in this Section 5.1. In accordance with the Act, and unless this Fee Agreement is sooner terminated, the Company shall make annual Payments-in-Lieu-of-Taxes with respect to the Project, said payments being due and payable and subject to penalty assessments in the manner prescribed by the Act. Such amounts shall be calculated and payable as follows:

(a) The Company has agreed to make annual Payments-in-Lieu-of-Taxes with respect to the Project in an amount equal to the property taxes that would be due with respect to such property, if it were taxable, but using an assessment ratio of 6.0% and a fixed millage rate equal to that in effect at the site of the Project as of June 30, 2019 (which is understood to be 432.79 mills).

Subject in all events to the provisions of the Act, the fair market value estimate determined by the DOR will be as follows:

- (i) for real property, using the original income tax basis for South Carolina income tax purposes without regard to depreciation; provided, however, if real property is constructed for the fee or is purchased in an arm's length transaction, fair market value equals the original income tax basis; otherwise, the DOR will determine fair market value by appraisal; and
- (ii) for personal property, using the original income tax basis for South Carolina income tax purposes less depreciation allowable for property tax purposes, except that the Company is not entitled to extraordinary obsolescence.

(b) The Payments-in-Lieu-of-Taxes must be made on the basis that the Project property, if it were otherwise subject to ad valorem property taxes, would be allowed all applicable exemptions from those taxes, except for the exemptions allowed under Section 3(g) of Article X of the South Carolina Constitution and Section 12-37-220(B)(32) and (34) of the Code.

(c) The Company shall also be entitled to receive an Annual Special Source Revenue Credit against the Payments-in-Lieu-of-Taxes as provided in Section 5.6 hereof.

(d) The Company shall make Payments-in-Lieu-of-Taxes for each year during the term hereof beginning with the tax year following the year the property is first placed in service. The Payments-in-Lieu-of-Taxes shall be made to the Darlington County Treasurer on the due dates which would otherwise be applicable for ad valorem property taxes for the Project, with the first payment being due on the first date following the delivery of this Fee Agreement when, but for this Fee Agreement, such taxes would have been paid with respect to the Project.

(e) Subject in all events to the provisions of the Act, (i) any property placed in service as part of the Project during the Investment Period shall be included in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, for a period not exceeding 30 years following the year in which such property was placed in service; (ii) Replacement Property shall be included (using its income tax basis) in the calculation of payments pursuant to paragraphs (a), (b) and (c), above, but only up to the original income tax basis of property which is being disposed of in the same property tax year; (iii) Replacement Property shall be deemed to replace the oldest property subject to the fee which is disposed of in the same property tax year that the Replacement Property is placed in service; (iv) more than one piece of property can replace a single piece of property; (v) Replacement Property does not have to serve the same function as the property it is replacing; (vi) to the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the property which it is replacing, the portion of such property allocable to the excess amount shall be subject to annual payments calculated as if the exemption for economic development property under the Act were not allowed; and (vii) Replacement Property is entitled to the fee payment pursuant to this Section 5.1 for the period of time remaining on the 30-year fee period for the property which it is replacing.

(f) If at any time during the term of this Fee Agreement following the period of time in which the Company must make its minimum investment required under the Act, the Company's investment based on income tax basis without regard to depreciation falls below the minimum investment required under the Act, the Project shall no longer qualify for the Payments-in-Lieu-of-Taxes provided under paragraph (a) above in accordance with Section 12-44-140(C) of the Act.

SECTION 5.2. *Disposal of Property; Replacement Property.*

(a) In any instance where the Company in its sole discretion determines that any item or items of property included in the Project have become, in whole or in part, inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Company may remove such item (or such portion thereof as the Company shall determine) or items and sell, trade in, exchange or otherwise dispose of it or them (as a whole or in part) without any responsibility or accountability to the County therefor. The loss or removal from the Project of any property, or any portion thereof, as a result of fire or other casualty or by virtue of the exercise or threat of the power of condemnation or eminent domain shall be deemed to be a disposal of such property, or portion thereof, pursuant to this Section 5.2. Subject to the provisions of Section 5.1(e) and this Section 5.2 with respect to Replacement Property, the Payments-in-Lieu-of-Taxes required by Section 5 hereof shall be reduced by the amount thereof applicable to any property included in the Project, or part thereof, disposed of, or deemed disposed of, pursuant to this Section 5.2.

(b) The Company may, in its sole discretion, replace, renew or acquire and/or install other property in substitution for, any or all property or portions thereof disposed of, or deemed disposed of, pursuant to Section 5.2(a) hereof. Any such property may, but need not, serve the same function, or be of the same utility or value, as the property being replaced. Absent a written election to the contrary made at the time of filing the first property tax return that would apply to such property, such property shall be treated as Replacement Property, subject to the provisions of Section 5.1(e) hereof.

SECTION 5.3. *Fee Term.* The applicable term of this Fee Agreement shall be measured for each Stage beginning from the last day of the property tax year in which the Project is placed in service in that Stage through the last day of the property tax year which is the twenty-ninth year following such year; provided, that the maximum term of this Fee Agreement shall not be more than 30 years from the end of the last year of the Investment Period. This Fee Agreement shall terminate with respect to the Project or any Stage or part thereof upon the earlier to occur of (a) payment of the final installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1 hereof, or (b) exercise by the Company of its option to terminate pursuant to Section 10.1 hereof.

SECTION 5.4. *Statutory Minimum Investment.* If the Company has not invested at least \$2.5 million in the Project by the Threshold Date, then the Project shall revert retroactively to ad valorem taxation as required under Section 12-44-140 of the Act and the Company shall, within 180 days of the end of the Investment Period, make payment to the County of the difference between the Payments-in-Lieu-of-Taxes actually made and the total retroactive amount referred to in Section 12-44-140 of the Act.

SECTION 5.5. *Multi-County Industrial Park.* The County agrees to amend the Multi-County Industrial Park Agreement to include the Project pursuant to Section 4-1-170 of the Code, at the site of the Project and to use its best efforts to undertake and execute those procedures, instruments, ordinances, resolutions and documents as may be reasonably required to place the Project in the Multi-County Industrial Park. In addition, upon request, the County agrees to consider taking the necessary action to add additional Land not otherwise listed on Exhibit A to the Multi-County Industrial Park.

SECTION 5.6. *Infrastructure Credit.* For a total of sixteen (16) years, beginning with respect to the property tax year following the property tax year in which the Project or the first Stage thereof is placed in service, the Company automatically shall be entitled to receive and take an Annual Special Source Revenue Credit in the form of a credit of 25% against Payments-in-Lieu-of-Taxes on Project property.

The Company agrees to pay for, or cause to be paid, all costs of the Infrastructure Improvements as and when due. The Company agrees that, as of any date during the term of this Fee Agreement, the cumulative dollar amount expended by the Company on Infrastructure Improvements shall equal or exceed the cumulative dollar amount of all the Annual Special Source Revenue Credits received by the Company.

Unless otherwise requested by the Company, the dollar amount of the Special Source Revenue Credit shall be applied in its entirety against Payments-in-Lieu-of-Taxes to be made for the year in question on the real property portion of the Project, and not to any personal property, including any machinery or equipment. Pursuant to Section 4-29-68(A)(2)(i)(a) of the Code, to the extent any Special Source Revenue Credits shall be applied against both real property and personal property, including machinery and equipment, investments by the Company, then for Special Source Revenue Credit purposes, such credits will be presumed to be first used for personal property. Pursuant to Section 4-29-68(a)(2)(ii) of the Code, to the extent any Special Source Revenue Credits are applied against personal property, including machinery and equipment, and the personal property is removed from the Project at any time prior to the end of the Fee Term, then the amount of Payments-in-Lieu-of-Taxes due on such personal property for the year of such removal shall also be due for the two (2) years following the removal; provided, that if such removed personal property is replaced with Replacement Property, then such personal property shall not be considered removed from the Project for these purposes.

If the Company fails to invest and maintain an investment of at least \$127.8 million in gross capitalized expenditures (before depreciation) associated with the Project within the Investment Period, measured as of the Threshold Date, or if the Company fails to maintain at least 270 full-time employees (of which up to thirty-five percent (35%) may include temporary staffing positions that have been employed at the Project for at least 90 days as of the Threshold Date) in the County as of the Threshold Date, the Company shall be obligated to repay a portion of the Special Source Revenue Credits to the County within 180 days after the Threshold Date, such repayment amount calculated as follows:

“Repayment Percentage” = 100% - Overall Achievement Percentage

“Overall Achievement Percentage” = (Investment Achievement Percentage + Jobs Achievement Percentage) / 2

Investment Achievement Percentage = Gross Capital Investment Made (before depreciation) and Maintained in the County as of the Threshold Date / \$127.8 million (but not to exceed 100%)

Jobs Achievement Percentage = Full-Time Employees (of which up to thirty-five percent (35%) may include temporary staffing positions that have been employed at the Project for at least 90 days as of the Threshold Date) in the County as of the Threshold Date / 270 (but not to exceed 100%)

For example, and by way of example only, if the Company has invested and maintained gross capitalized expenditures of \$102,240,000 (before depreciation) in the County within the Investment Period, measured as of the Threshold Date, and maintained 270 Full-Time Employees (as described above in the definition of “Jobs Achievement Percentage”) in the County as of the Threshold Date, and if the Company had received \$1,000,000 in Special Source Revenue Credits, the repayment obligation would be calculated as follows:

Jobs Achievement Percentage = $270/270 = 100\%$
Investment Achievement Percentage = $\$102.24 \text{ million} / \$127.8 \text{ million} = 80\%$
Overall Achievement Percentage = $(100\% + 80\%) / 2 = 90\%$
Repayment Percentage = $100\% - 90\% = 10\%$
Repayment Amount = $\$1,000,000 \times 10\% = \$100,000$

Further, any future Annual Special Source Revenue Credits shall be reduced by the Repayment Percentage.

Within 120 days after the Threshold Date, the Company shall file a certification with the County setting forth the calculation of the amounts set forth above. Such certification shall be filed with the County Administrator and County Auditor.

ARTICLE VI

PROPERTY TAX EXEMPTION AND ABATEMENT

SECTION 6.1. *Protection of Tax Exempt Status of the Project.* In order to ensure that the Project is not and will not become subject to ad valorem property taxes under the laws of the State of South Carolina or any political subdivision thereof, the County and the Company covenant that:

(a) all right and privileges granted to either party under this Fee Agreement or any other Documents shall be exercised so that if any conflict between this Section and any other provision in any document shall arise, then in that case, this Section shall control;

(b) the County and the Company have not knowingly committed or permitted and will not knowingly commit or permit (as to any act over which either has control) any act which would cause the Project to be subject to ad valorem property taxes by the County or political subdivision of the State of South Carolina in which any part of the Project is located; and

(c) the Company will maintain the identity of the Project as a "project" in accordance with the Act.

ARTICLE VII

EFFECTIVE DATE

SECTION 7.1. *Effective Date.* This Fee Agreement shall become effective upon its execution and delivery by the parties hereto unless a later date is specified herein.

ARTICLE VIII

SPECIAL COVENANTS

SECTION 8.1. Confidentiality. The County acknowledges and understands that the Company may have and maintain at the project certain confidential and proprietary information. The County agrees that, except as required by law, neither the County nor any employee, agent or contractor of the County: (i) shall be entitled to receive any such confidential or proprietary information; and (ii) shall be entitled to inspect the Project or any property associated therewith; in either case, unless they comply with the remaining provisions of this Section. Except as required by law, the County agrees that it will not disclose or otherwise divulge any such confidential or proprietary information (identified in writing to the County as confidential or proprietary) to which it may have become privy to any other person, firm, governmental body or agency, or any other entity unless required to do so by law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Company may require the execution, to the extent permitted by law, 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. In the event that the County is required to disclose any confidential or proprietary information obtained from the Company to any third party, the County agrees to use its best efforts to provide the Company with maximum possible advance notice of such requirement before making such disclosure, and to cooperate with any attempts by the Company to obtain judicial or other relief from such disclosure requirement, all at the sole expense of the Company.

SECTION 8.2. Indemnification Covenants

(a) Notwithstanding the fact that it is the intention of the parties that neither the County nor any of its County Council members, elected officials, officers, agents and employees shall incur any pecuniary liability to any third-party, the Company shall indemnify and hold harmless the County and its County Council members, elected officials, officers, agents and employees (hereinafter "Indemnitees") against all pecuniary claims by or on behalf of any non-Indemnitee third party, and all costs and expenses incurred in connection with such claims (i) to the extent such claims arise out of the terms of, or by reason of the County's entering into, this Fee Agreement or the undertakings of the County required hereunder, or (ii) to the extent arising out of the performance of the Indemnitees of any act in connection with the entering into and performance of the transactions described in the Documents. Upon notice from the County, the Company, at its own expense, shall defend the County and Indemnitees in such action or proceeding.

(b) Notwithstanding the foregoing in Section 8.2(a), the Company shall not be obligated to indemnify the County or any Indemnitees for expenses, claims, losses or damages arising from the breach or invalidity of any Documents, the intentional or willful misconduct, violation of law or gross negligence of the County or any Indemnitees.

(c) The indemnifications provided in this Section shall survive for ten years after the expiration of the Fee Term or, if this Agreement is otherwise terminated prior to the expiration of the Fee Term, ten years after the termination of this Agreement.

SECTION 8.3. *Assignment and Leasing.* With the County's consent, which shall not be unreasonably withheld, any or all of the Company's interest in the Project and/or this Fee Agreement may be transferred or assigned by the Company or any assignee to any other entity; provided, however, that such consent is not required in connection with financing related transfers or any other transfers not requiring the consent of the County under the Act. The County hereby expressly agrees to any transfer or assignment by the Company to any Company affiliate of all or part of its interest in the Project and/or this Fee Agreement. For purposes of this Section, a "Company affiliate" is any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The County further agrees that, if future County consent is required by the Act, the County Council may provide any such consent by a resolution of County Council. The Chair and the Clerk to County Council may evidence such consent by executing such documents as the Company may reasonably request. Further, for the purposes of this Fee Agreement and as noted in Article 5 herein, or so long as the County consents, a transaction or an event of sale, assignment, leasing, transfer of an interest herein, disposal, or replacement of all or part of the Project shall not be a termination of the Fee Agreement in whole or in part or a basis for changing the fee payments due under Section 12-44-50 of the Act.

ARTICLE IX

EVENT OF DEFAULT AND REMEDIES

SECTION 9.1. *Events of Default Defined.* The occurrence of any one or more of the following events shall be an "Event of Default" under this Fee Agreement:

(a) If the Company shall fail to make any Payment-in-Lieu-of-Taxes and such failure shall continue for 30 days after receiving written notice of default from the County; or

(b) If the Company shall fail to make payment of any amount (other than as designated in Section 9.1(a) hereof) required under this Fee Agreement and such failure shall continue for 30 days after receiving written notice of default from the County; or

(c) A cessation of operations at the Project that is permanent in nature or extends for a period beyond twelve (12) months; or

(d) If the Company or the County shall fail to observe or perform any covenant, condition or agreement required herein to be observed or performed by the Company or the County (other than as referred to in Section 9.1(a) or (b) hereof), and such failure shall continue for a period of 30 days after written notice of default has been given to the Company by the County or to the County by the Company; provided if by reason of "force majeure" as hereinafter defined the Company or the County is unable in whole or in part to carry out any

such covenant, condition or agreement or if it takes longer than 30 days to cure such default and the Company or the County is diligently attempting to cure such default, there shall be no Event of Default during such inability. The term "force majeure" as used herein shall mean circumstances not reasonably within the control of the parties, such as without limitation, acts of God, strikes, lockouts or other industrial disturbances; war; acts of public enemies; mobilization or military conscription on a large scale; order of any kind of the government of the United States or any State, or any civil or military authority other than the County Council; insurrections; riots; landslides; earthquakes; fires; lightning; storms; droughts; floods; requisitions, confiscation, or commandeering of property; fuel restrictions; general shortages of transport, goods, or energy; or

(e) If any material representation or warranty on the part of the Company or the County made in the Documents, or in any report, certificate, financial or other statement furnished in connection with the Documents or the transactions described in the Documents shall have been false or misleading in any material respect.

SECTION 9.2. Remedies on Default. Whenever any Event of Default shall have happened and be subsisting the County may (i) terminate this Agreement by providing at least 30 days written notice to the Company or (ii) take whatever action at law or in equity may appear legally required or necessary or desirable to collect the payments and other amounts then due or to enforce any obligation, agreement or covenant of the Company, under the Documents; provided however, for the avoidance of any doubt, the Company may never be compelled by specific performance or otherwise to meet the Investment Requirement and the exclusive remedies for any such failure to meet being provided in Sections 5.4 and 5.6. Although the parties acknowledge that the Project is exempt from ad valorem property taxes, the County and any other taxing entity affected thereby may, without limiting the generality of the foregoing, exercise the remedies provided by general law (Title 12, Chapter 49) and the Act relating to the enforced collection of taxes, and shall have a first priority lien status as provided in Section 12-44-90 of the Act and Chapters 4 and 54 of Title 12, of the Code.

SECTION 9.3. No Additional Waiver Implied by One Waiver. In the event any warranty, covenant or agreement contained in this Fee Agreement should be breached by the Company or the County and thereafter waived by the other party to this Fee Agreement, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach.

ARTICLE X

OPTION OF THE COMPANY

SECTION 10.1. Option to Terminate. From time to time (including without limitation any time during which there may be subsisting an Event of Default) and at any time upon at least 30 days' notice, the Company may terminate this Fee Agreement with respect to the entire Project or any portion thereof. Upon termination of all or part of this Fee Agreement, the Company will become liable as of the date of such termination for ad valorem property taxes on

the Project or such portion thereof as is so terminated from inclusion in the Project, as well as for amounts already due and owing under this Fee Agreement (including any retroactive paybacks due to the County as set forth in Sections 5.4 and/or 5.6), which latter amounts, if any, shall be paid to the County with the next installment of Payments-in-Lieu-of-Taxes pursuant to Section 5.1(d), or, if the termination is of the entire Project, then within 120 days of termination.

ARTICLE XI

MISCELLANEOUS

SECTION 11.1. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and may be delivered personally, or may be sent by facsimile or certified mail, return receipt requested, to the following addresses, unless the parties are subsequently notified of any change of address in accordance with this Section 11.1:

If to the Company:	Attn: Kent Mathis Tax Department Georgia-Pacific LLC 133 Peachtree St NE PO Box 105605 Atlanta, GA 30303-1847
With a copy to:	Mitchell Trager Senior Tax Counsel Georgia-Pacific LLC 133 Peachtree St NE PO Box 105605 Atlanta, GA 30303-1847
With a copy to:	Jennifer W. Davis Nelson Mullins Riley & Scarborough LLP P.O. Box 1806 Charleston, SC 29402 Facsimile: 843-722-8700
If to the County:	Darlington County, South Carolina Attn: Marion C. Stewart, III County Administrator 1 Public Square, Room 210 Darlington, SC 29532 Facsimile: (843) 393-8539
With a copy to:	Will Johnson Haynsworth Sinkler Boyd, P.A. P.O. Box 11889

Columbia, SC 29211
Facsimile: (803) 765-1243

Any notice shall be deemed to have been received as follows: (1) by personal delivery, upon receipt; (2) by facsimile, 24 hours after confirmed transmission or dispatch; and (3) by certified mail, 3 business days after delivery to the U.S. Postal authorities by the party serving notice.

SECTION 11.2. *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 11.3. *Invalidity 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 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 20 of Title 4 and Chapter 12 of Title 4, of the Code, all at the expense of the Company.

SECTION 11.4. *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 11.5. *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 be revised accordingly.

SECTION 11.6. *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 may be provided by a resolution of County Council.

SECTION 11.7. *Execution of Counterparts.* This Fee Agreement may be executed in several counterparts, only one of which shall constitute an original instrument; provided, however, that any action may be brought upon any counterpart of this Fee Agreement or any counterpart of any document that is attached to this Fee Agreement as an exhibit.

SECTION 11.8. *Law Governing Construction of Agreement.* The laws of the State of South Carolina shall govern the construction of this Fee Agreement.

SECTION 11.9. Filings. 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 Darlington County Auditor, the Darlington County Assessor and DOR within thirty (30) days after the date of execution and delivery hereof.

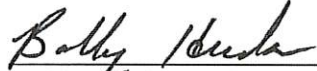
SECTION 11.10. Headings. The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

SECTION 11.11. 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 11.12. Payment of Administration Expenses. The Company will pay to the County from time to time amounts equal to the Administration Expenses of the County promptly upon written request therefore, but in no event later than 45 days after receiving written notice from the County specifying the nature of such expenses and requesting payment of the same. The Company shall reimburse the County for reasonable legal fees and expenses incurred in connection with negotiating and entering into the Documents and the inclusion of the Land in the Multi-County Industrial Park.

IN WITNESS WHEREOF, DARLINGTON COUNTY, SOUTH CAROLINA, and GEORGIA-PACIFIC CONSUMER OPERATIONS LLC, each pursuant to due authority, have duly executed this Fee Agreement, all as of the date first above written.

DARLINGTON COUNTY, SOUTH CAROLINA



Bobby Hudson, Chairman
Darlington County Council

ATTEST:



J. Janet Bishop, Clerk of Council
Darlington County Council

**GEORGIA-PACIFIC CONSUMER
OPERATIONS LLC**

By: _____

Its: _____



ASSISTANT DIRECTOR 5/22/20

**EXHIBIT A
DESCRIPTION OF LAND**

Parcel #1:

The Property referred to herein is situated in the County of Darlington, State of South Carolina, and is described as follows:

All that certain parcel or lot of land, with the improvements thereon, situate, lying and being in the City and County of Darlington, State of South Carolina, designated as Lot No. 4 of Block 30 on a plat of property of Darlington Land Improvement Company made by H. H. Huggins dated 1888 and recorded in the office of the Clerk of Court of Darlington County in Book 12 at Page 206. The said lot is bounded on the Northwest by Avenue D, on the Northeast by Fourth Street, on the Southeast by Lot No. 8 on said plat and on the Southwest by right-of-way of S. A. L. Railway Company.

LESS AND EXCEPT any portion of subject property lying within the bounds of the Railroad right of way.

The above property is a portion of the property conveyed unto Darlington Veneer Company, Inc., a South Carolina corporation by deed of Florence Leake dated February 3, 1950 and recorded in the Office of the Clerk of Court for Darlington County on February 4, 1950 in Deed Book 268, Page 149.

The above property is identified as Darlington County tax parcel 165-04-01-006.

Parcel #2:

The Property referred to herein is situated in the County of Darlington, State of South Carolina, and is described as follows:

All that certain parcel or lot of land lying, being and situate in the City and County of Darlington, State of South Carolina, shown and designated as containing 16.85 acres on that certain plat of survey prepared for the City of Darlington by Nesbitt Surveying Co., Inc. on April 27, 2018, and recorded Plat Book 214, at Page 329, in the Office of the Clerk of Court for Darlington County.

Being the same property conveyed by Title to Real Estate dated May 2, 2018 from Walter H. Sims, Jr. and Ellen F. Webb to the City of Darlington, recorded on May 11, 2018, in Book 1085, Pages 4636-4639 in the Office of the Clerk of Court for Darlington County.

TMS#: 165-04-01-005 and 165-00-02-010

Parcel #3:

All that certain piece, parcel or lot of land, together with the building and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 2 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 8, bounded on the north by Lot No. 3; on the south by Lot No. 1; on the west by Lot No. 8; on the east by Avenue C.

Tax Map Number: 165-03-03-042

Parcel #4:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 3 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, and fronts on Avenue C forty-five (45) feet and runs back in depth ninety-two and one-half (92½) feet to Lot No. 9, bounded on the north by Lot No. 4; on the south by Lot No. 2; on the east by Avenue C; and on the west by Lot No. 9, as will appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-041

Parcel #5:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 4 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back in depth ninety-two and one-half (92½) feet to Lot No. 10, bounded on the north by Lot No. 5; on the east by Avenue C; on the west by Lot No. 10; and on the south by Lot No. 3, as show on the aforesaid plat.

Tax Map Number: 165-03-03-040

Parcel #6:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 5 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back in depth ninety-two and one-half (92½) feet to Lot No. 11, bounded on the north by Lot No. 6; east by Avenue C; on the west by

Lot No. 11; and on the south by Lot No. 4, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-039

Parcel #7:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 6 on plat made by T. E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on Avenue C forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 12, bounded on the north by land formerly of E.R. Cox; on the east by Avenue C; on the south by Lot No. 5; and on the west by Lot No. 12, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-038

Parcel #8:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 9 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, said lot fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 3, bounded on the north by Lot No. 10; on the east by Lot No. 3; on the south by Lot No. 8; and on the west by a fifteen (15) foot alley, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-062

Parcel #9:

All those two (2) certain lots of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, being Lot Nos. 8 and 10 as shown on plat made by T.E. Wilson, C.E., dated November 28, 2010 and duly recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, a more accurate description of said lots as to dimensions will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-061 and 165-03-03-063

Parcel #10:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 11 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk of Court for Darlington County in Plat Book 2 at page 169, fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 5, bounded on the north by Lot No. 12; on the south by Lot No. 10; on the east by Lot No. 5; and on the west by a fifteen 15 foot alley.

Tax Map Number: 165-03-03-064

Parcel #11:

All that certain piece, parcel or lot of land, together with the buildings and improvements thereon, situate, lying and being in the Town and County of Darlington, State of South Carolina, known as Lot No. 12 on plat made by T.E. Wilson, C.E., dated November 28, 2010, recorded in the Office of the Clerk for Darlington County in Plat Book 2 at page 169, fronting on a fifteen (15) foot alley forty-five (45) feet and running back ninety-two and one-half (92½) feet to Lot No. 6, bounded on the north by Lot No. 13; east by Lot No. 6; south by Lot No. 11; and west by a fifteen (15) foot alley, all of which will more fully appear by reference to the aforesaid plat.

Tax Map Number: 165-03-03-065

Parcel #12:

All that certain piece, parcel or lot of land situate, lying and being in the Town and County of Darlington, State of South Carolina, bounded as follows: on the north by an alleyway fifteen (15) feet wide, which runs from First Street to Second Street; on the east by Second Street; on the south by Avenue C; and on the west by lots of Jim Muldrow and Chalmers Cooper.

Tax Map Number: 165-03-03-037 and 165-03-03-066

Being the same property conveyed by Deed of Distribution dated February 23, 1999 from John Jay James, II as Legal Representative of the Estate of Albert L. Flowers, Jr. to Margaret Leigh F. Sims and to Ellen F. Webb, recorded on December 15, 1999, in OR Book 261, Page 182, and by Deed of Distribution dated May 19, 2003 from Walter F. Sims, Jr. as Personal Representative of the Estate of Margaret Flowers Sims to Walter H. Sims, Jr., recorded on February 15, 2008, in OR Book 1052, Pages 1703 - 1705.

Parcel #13

Land Situated in the State of South Carolina, County of Darlington, City of Darlington, described as follows:

All that certain piece, parcel or lot of land with all buildings and improvements thereon, situate, lying and being in the County of Darlington, State of South Carolina as shown on a plat prepared by J. E. Tucker dated July 17, 1987 whereon same is shown to be bounded and measuring as follows:

- On the S.E. by East Railroad Avenue for a distance of 96.5 feet.
- On the Southwest by James River-Dixie Northern, Inc. for a distance of 60 feet.
- On the Northwest by James River-Dixie Northern, Inc. for a distance of 99 feet and
- On the Northeast by South Carolina Central Railroad Company for a distance of 60 feet.

All measurements and directions being a little more or less and shown on the aforementioned plat to which reference is craved for a more complete and accurate description. Said plat being incorporated herein by reference thereto.

This being the property conveyed to the Grantee herein by Marvin I. Lawson, Clerk of Court for Darlington County, by Deed dated February 12, 1990 and recorded in the office of the Clerk of Court in Deed Book 987, at Page 10.

Specifically, included in this transaction are the mobile home and buildings with additions thereto located on the said property.

Derivation:

Being the same property conveyed by Deed dated May 18, 1990 from Dixie Federal Credit Union to James Rivers Corporation, Dixie Products and recorded in Deed Book 989, Page 561, Darlington County, South Carolina records.

TMS: 165-03-02-073

Parcel #14

ALL those certain tracts, pieces, or parcels of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tracts E, F, and G containing a total of 4.981 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Third Street and Avenue B; thence, along Avenue B North 63 degrees 01 minute East a distance of 215.01 feet to an iron pin at the property of Seaboard Coastline Railroad; thence, along said railroad South 32 degrees 02 minutes East a distance of 202.00 feet; thence, along said railroad North 57 degrees 58 minutes East a distance of 15.05 feet; thence, along said railroad South 32 degrees 02 minutes East a distance of 90.00 feet; thence, along said property North 57 degrees 58 minutes East a distance of 15.06 feet; thence, along said property South 32 degrees 02 minutes East for a distance of 178.23 feet; thence, South 62 degrees 58 minutes West a distance of 30.11 feet; thence, along said railroad South 32 degrees 02 minutes East a distance of 403.23 feet to an iron pin at Avenue

D; thence, along Avenue D South 62 degrees 58 minutes West a distance of 272.11 feet to an iron pin at Third Street; thence along Third Street North 28 degrees 16 Minutes West a distance of 868.19 feet to the point of beginning. Said tract bounded as follows:

North: by Avenue B
South: by Avenue D
East: by Seaboard Coastline Railroad
West: by Third Street

TMS: 165-03-03-002

Parcel #15:

ALL those certain tracts, pieces, or parcels of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tracts H and H-1 containing a total of 3.764 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Avenue B and Third Street; thence, along Third Street South 28 degrees 16 minutes East a distance of 23.02 feet to a building; thence, North 68 degrees 52 minutes East a distance of 2.0 feet to the corner of said building; thence, along said building South 27 degrees 30 minutes a distance of 149.43 feet; thence, along Third Street South 28 degrees 16 minutes a distance of 233.94 feet to an iron pin at Avenue C; thence, South 62 degrees 58 minutes West a distance of 403.00 feet to an iron pin at Second Street; thence, along Second Street North 28 degrees 16 minutes West a distance of 406.77 feet to an iron pin at Avenue B; thence, along said Avenue B North 63 degrees 01 minute East for a distance of 403.00 feet to the point of beginning. Said tract being bounded as follows:

North: by Avenue B
South: by Avenue C
East: by Third Street
West: by Second Street

TMS: 165-03-03-036 and 165-03-03-001

Parcel #16:

ALL that certain tract, piece, or parcel of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tract I containing 6.327 acres, being more fully described as:

Beginning at a nail and cap at the southwest intersection of Avenue A and Second Street; thence, along Second Street South 28 degrees 16 minutes East a distance of 402.56 feet to a building at Avenue B; thence, along, Avenue B South 63 degrees 01 minute West a distance of 653.21 feet to a fence post; thence, North 26 degrees 46 minutes West a distance of 238.43 feet to a fence

post; thence, South 60 degrees 08 minutes West a distance of 86.08 feet to a fence post; thence, North 30 degrees 11 minutes a distance of 167.67 feet to an iron pin at Avenue A; thence, along Avenue A North 62 degrees 57 minutes East a distance of 738.74 feet to the point of beginning. Such parcel being bounded as follows:

North: by Avenue A
South: by Avenue B
East: by Second Street
West: by lands of G. P. Gandy, et. al.

TMS: 165-03-02-038

Parcel #17:

ALL that certain tract, piece or parcel of land situate in the City of Darlington, County of Darlington, State of South Carolina, being designated as Tract J containing 1.706 acres, being more fully described as:

Beginning at an iron pin at the southwest intersection of Broad Street and Russell Street; thence, along Russell Street South 28 degrees 17 minutes East a distance of 155.02 feet to an iron stake; thence South 61 degrees 50 minutes West a distance of 200.00 feet to an iron pin; thence, South 30 degrees 12 minutes East a distance of 49.07 feet to a spike in the pavement at property of Atlantic Coastline Railroad; thence, along said railroad South 62 degrees 36 minutes West a distance of 200.05 feet to an iron pin; thence, North 30 degrees 03 minutes West a distance of 213.49 feet to an iron pin at Broad Street; thence, along Broad Street North 63 degrees 32 minutes East a distance of 405.18 feet to the point of beginning. Said parcel being bounded as follows:

North: by Broad Street
South: by Atlantic Coastline Railroad and Dixie Federal Credit Union.
West: by-Price Warehouse, Inc.
East: by Russell Street

Being a portion of the property that was conveyed to American Can Company or its subsidiaries, Individual Drinking Cup and Dixie Cup at: Deed Book 595, Page 267; Deed Book 723, Page 297; Deed. Book 364, Page 65; Deed Book 415, Page 446; Deed Book 358, Pages 16 and 203; Deed Book 364, Pages 83 and 239; Deed Book 416, Page 82; Deed Book 236, Page 316; Deed Book 340, Page 374; Deed Book 483, Page 141; Deed Book 408, Page 433; Deed Book 248, Page 127; and Deed Book 226, Pages 44, 106, 107, 112, and 114.

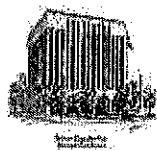
TMS: 165-03-02-052

Derivation:

Being the same property conveyed by Deed dated October 21, 1983 from James River Corporation of Virginia to James River-Dixie/Northern, Inc. and recorded in Deed Book 865, Page 82, Darlington County, South Carolina records and by Deed dated July 2, 1982 from American Can Company to James River-Dixie/ Northern, Inc., recorded in Book 839, Page 641, Darlington County, South Carolina records.

TMS: 165-08-01-067
165-08-01-069
165-03-02-038

Darlington County Recording Page



Darlington Clerk of Court / ROD
Scott B. Suggs
Darlington County Courthouse
110 N. Main St.
Darlington, SC 29532
(843) 398-4330

OrdinanceNo : **2025-15**



Doc ID - 004122380068

On (Recorded Date) : 10/10/2025
At (Recorded Time) : 2:19:14 PM

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Recording Fee : \$0.00

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Index Type : ORDINANCE
Type of Instrument :
Type of Transaction: Ordinance

First INDEXED NAME

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Darlington County, South Carolina

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