MEMORANDUM OF UNDERSTANDING

by and among

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY,

a Georgia development authority, as the "Authority"

and

ECOPLASTIC AMERICA Corp.,

a Georgia corporation, as the "Company".

TABLE OF CONTENTS

Page

1. THE PROJECT 1
   - 1.1. Description of the Project 1
   - 1.2. Total Project Costs 2
   - 1.3. Closing 2
   - 1.4. The Site 2
   - 1.5. Site Due Diligence 5
   - 1.6. Right of Early Entry and Interim Lease Agreement 6
   - 1.7. Development of the Project 6
   - 1.8. Indemnity by the Company 7
   - 1.9. Year 1 7

2. FINANCING OF THE PROJECT 8
   - 2.1. Bond 8
   - 2.2. Maximum Principal Amount of Bond 8
   - 2.3. Transaction Costs 8
   - 2.4. Tax Status of the Bond 8
   - 2.5. Roles of Counsel 8
   - 2.6. Repayment of the Bond 8
   - 2.7. The Bond Lease 8
   - 2.8. Purchase Option 9
   - 2.9. Definitive Documents 9
   - 2.10. Transfers 9
   - 2.11. Statutory Compliance; Permitted Uses 12

3. INCENTIVES TO BE PROVIDED 12
   - 3.1. Purpose of Incentives 12
   - 3.2. Site; Land Discount 12
   - 3.3. Authority's Work 13
   - 3.4. OneGeorgia EDGE Grant 13
   - 3.5. Concierge Services 13
   - 3.6. Permitting 13
   - 3.7. Private Training 13
   - 3.8. Temporary Office 14
   - 3.9. Geotechnical Borings ..... **Error! Bookmark not defined.**
   - 3.10. Statutory Tax Credits: Jobs Tax Credit 14
   - 3.11. Ad Valorem Tax Savings 14
   - 3.12. Acknowledgment; Intergovernmental Agreement 16

4. INVESTMENT GOALS 16
   - 4.1. Inducement 16
   - 4.2. Jobs Goal 16
   - 4.3. Jobs Shortfall Percentage 17

4.4. Investment Goal 17
4.5. Investment Shortfall Percentage 17
4.6. Annual Report 17
4.7. Recovery Payments 18
4.8. Failure to File Report and Make Required Payments 18

5. TERMINATION OF AGREEMENT 18
5.1. Delay 18
5.2. Approval by Governing Bodies 18
5.3. Closing Conditions 19
5.4. The Authority's Termination Rights 19
5.5. The Company's Termination Rights 19
5.6. Effect of Termination 19

6. MISCELLANEOUS 19
6.1. Notices 19
6.2. Confidential Information 20
6.3. No Partnership or Agency 20
6.4. Survival of MOU 20
6.5. Governing Law 21
6.6. Amendments 21
6.7. Entire Agreement 21
6.8. Severability 21
6.9. Counterparts 21
6.10. No Personal Liability of Representatives of Public Bodies 21
6.11. No Personal Liability of Representatives of Company 21
6.12. Legal Compliance 21
6.13. Effective Date 22

Schedule 1.1 Description of the Project
Schedule 1.4.1 Description of Site
Schedule 3.11.1 Savings Schedule
Schedule 4 Incentives Schedule
Schedule 4.2 Rules for Satisfying the Jobs Goal
Schedule 4.4 Rules for Satisfying the Investment Goal
Schedule 4.6 Form of Annual Report

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**Agreement**") is entered into as of the Effective Date set forth below by and among the **DEVELOPMENT AUTHORITY OF BULLOCH COUNTY** (the "**Authority**"), a development authority and public body corporate and politic duly created under the Development Authorities Law, O.C.G.A. Section 36-62-1, *et seq.*, as amended (the "**Act**"), and activated by resolution of the Board of Commissioners of Bulloch County, Georgia, and **ECOPLASTIC AMERICA Corp.**, a Georgia corporation (the "**Company**"), each a "**Party**," and collectively, the "**Parties.**" **BULLOCH COUNTY** (the "**County**") and the **BOARD OF TAX ASSESSORS OF BULLOCH COUNTY** (the "**Board of Assessors**") are each executing an Acknowledgement hereof attached to this Agreement in order to acknowledge its agreement to the provisions hereof which are applicable to it, but is not considered to be a Party.

1. THE PROJECT.

1.1. Description of the Project.

1.1.1. The "**Project**" is a manufacturing facility for the manufacture of automotive exterior and interior parts including bumpers, garnishes, consoles and trims for electric vehicles. The Project is more particularly described on Schedule 1.1 attached hereto and incorporated herein by reference. The Project shall consist of (i) land (the "**Leased Land**"), (ii) improvements, including one or more buildings, building equipment and other structures to be constructed or located on the Leased Land (the "**Leased Improvements**"), and (iii) production equipment and other assets and personal property, to be installed or located thereat, for use by the Company in its manufacturing operations at the Project (the "**Leased Equipment**"). The Leased Land may sometimes be referred to herein as, the "**Site**," and is described below. The Authority is currently the owner of the Site and shall provide the same to the Company, as hereinafter set forth. In connection with the issuance of the below-defined Bond, the Authority will become the owner of the Project as it then exists. The Authority will lease the Project to the Company under the below-defined Bond Lease, as described below. The Authority will finance its acquisition and leasing of the Project by issuing to the Company the below-defined Bond.

1.1.2. The term "**Force Majeure**" shall mean the following: a general banking moratorium shall have been declared by federal or Georgia authorities, or a major financial crisis or a material disruption in commercial banking shall have occurred (but Force Majeure does not include a mere inability to obtain financing); acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Georgia (the "**State**") or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; tornadoes; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other event not within the control of the Company. Without limitation, increased costs alone are not sufficient to constitute Force Majeure. The Company upon claiming Force Majeure agrees, however, to use its

reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing the Company from carrying out its obligations under this Agreement; provided, that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the Company, and the Company shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Company, unfavorable to the Company. For the avoidance of doubt, to the extent that the Governor of the State of Georgia at any time or from time to time hereafter issues an Executive Order declaring there to be in effect a (1) State of Emergency relating to unlawful assemblage and violence, or (2) Public Health State of Emergency relating to pandemics, and the same leads to the impossibility to perform any obligation under this Agreement that is expressly stated to be subject to Force Majeure, then riots and pandemic may be asserted as Force Majeure events.

1.1.2.1. It shall be conditions to the Company claiming the benefit of Force Majeure that, (a) the Company promptly certifies to the Authority in writing, (1) what the event of Force Majeure is, (2) the date of the commencement and, when the event of Force Majeure has abated, the date of the abatement, of such event of Force Majeure, (3) for what obligation the benefit of Force Majeure is claimed, and (b) Force Majeure shall be the proximate cause of the non-performance of such obligation. The foregoing notwithstanding, however, (1) the Company may not claim the benefit of Force Majeure more than twice in the aggregate, (2) in no event shall Force Majeure excuse or postpone a payment obligation, and (3) in no event shall the Company claim Force Majeure in order to protect the Company against the normal risks of contracting.

1.1.2.2. The effect of Force Majeure for purposes of this Agreement shall be as specified in connection with designating an obligation herein as being subject to Force Majeure. For the avoidance of doubt, the benefit of Force Majeure may not be claimed with respect to an obligation unless this Agreement expressly designates that such obligation as being subject to Force Majeure.

1.2. Total Project Costs. "**Total Project Costs**" include all costs, fees and expenses incurred by the Company in connection with the Project and the issuance of the Bond. The Company will be responsible for any costs of or related to the Project (including, without limitation, those related to any change orders or cost overruns) to the extent that proceeds of the Bond are not available or are not sufficient to pay such costs.

1.3. Closing. As used herein, the "**Closing**" is the event at which the Bond is issued. References herein to a "**Closing Condition**" are to the optional right of a Party hereto, based on a Closing Condition, to exercise a right provided herein in its favor and to avoid the Closing and terminate this Agreement as provided in Sections 5.4, and 5.5, respectively, below. In connection with the issuance of the Bond, the Parties hereto, prior to Closing, will also enter into an Economic Development Agreement (the "**EDA**") to reflect any amendments hereto agreed to prior to Closing (or to reflect that there are no such amendments).

1.4. The Site; Affiliate Facility.

1.4.1. Site. The Authority currently owns the Site, which consists of approximately 78.4 acres, and which is part of two tracts, these two tracts collectively comprising approximately 100 acres, and being sometimes referred to collectively as the "**ORB Property**". The Orb Property is located at 4822 Highway 301 South in the County. The Site is more particularly described and depicted on Schedule 1.4.1 attached hereto and incorporated herein by reference. A new ALTA/NPS survey of the Site (the "**Survey**") shall be prepared as an update of an existing survey of one tract of the ORB Property previously owned by ORB Properties LLC and of an existing survey of the other tract of the ORB Property previously owned by the James Akins Suddeth estate. A legal description of the Site shall be prepared based on the Survey. The Survey and such legal description shall be used for purposes of this Agreement and the below-defined Definitive Documents, provided, that it shall be a Closing Condition in favor of each of the Parties that it be satisfied with such Survey and such legal description. All costs relating to the Site Survey and the preparation of the legal description shall be borne by the Company. The surveyor's certificate of the Survey shall be certified to the Company, the Authority, and the Title Company (defined below).

1.4.2. Reserved Land. The portion of the ORB Property other than the Site may sometimes hereinafter be referred to as the "**Reserved Land.**" The Reserved Land consists of approximately 22 acres. In connection with obtaining the Survey, the Company shall cause a new ALTA/NPS survey of the Reserved Land (the "**Reserved Land Survey**") to be obtained and a legal description based thereon to be prepared. A legal description of the Reserved Land shall be prepared based on the Reserved Land Survey. The Reserved Land Survey and such legal description shall be used for purposes of this Agreement and the below-defined Affiliate MOU, provided, that it shall be a Closing Condition in favor of each of the Parties to this Agreement that it be satisfied with such Reserved Land Survey and such legal description. All costs relating to the Reserved Land Survey and the preparation of such legal description shall be borne by the Company. The surveyor's certificate of the Reserved Land Survey shall certified to the Company, the Authority, the Title Company and, if known at the time, the Company Affiliate (defined below).

1.4.3. Site Consideration. At Closing, the Company shall enter into the Bond Lease with the Authority, and the Authority shall grant the below-defined Option Agreement to the Company. In consideration thereof, the Company shall pay to the Authority at Closing the sum of **TWO MILLION THIRTY-TWO THOUSAND AND NO/100 DOLLARS ($2,032,000.00)** (the "**Site Consideration**"). The Site Consideration shall be non-refundable regardless of whether or not the Company exercises the below-defined Purchase Option to acquire title to the Site and the remainder of the Project pursuant to the Option Agreement. Each Party represents and warrants to the other that it has not dealt with any broker regarding the Site or the transaction contemplated by this Agreement.

1.4.4. Affiliate Facility. The Company has advised the Authority that an Affiliate of the Company (the "**Company Affiliate**") is seeking a relationship as a supplier of automotive parts or assemblies to the EV Metaplant in Bryan County, Georgia, owned by Hyundai Motor Co. Ltd. or an Affiliate (as appropriate, "**Hyundai**") and, if successful, that the Company Affiliate would agree with the Authority to locate a facility (the "**Affiliate**

Facility") for the manufacture of such automotive parts or assemblies in the County, subject to the Authority and the Company Affiliate negotiating and entering into a Memorandum of Understanding (the "**Affiliate MOU**") with the Authority regarding the use of the Reserved Land for the Affiliate Facility and possible incentives for the location of such Affiliate Facility in the County. If the Company Affiliate is successful in establishing such relationship with Hyundai, the Company agrees to promptly give the Authority written notice thereof (the "**Company Affiliate Notice**"), and to cause the Company Affiliate to enter into such negotiations with the Authority regarding the Affiliate MOU. Upon receipt of the Company Affiliate Notice, the Authority agrees to negotiate in good faith with the Company Affiliate to establish the terms and conditions to be included in the Affiliate MOU. Such agreement by the Authority is predicated on the expectation by the Authority that the Affiliate Facility would represent at least $115 million in investment and at least 116 new full time jobs in the County, and if the Authority determines at any time that the Affiliate Facility would not fulfill such expectation, then the Authority shall have the right, effective immediately upon giving written notice thereof, to terminate the right of the Company to give the Company Affiliate Notice. The foregoing notwithstanding, (a) the Company Affiliate Notice must be given, in good faith, no later than 5:00 o'clock p.m., Bulloch County, Georgia, time on September 30, 2023 (the "**Company Affiliate Notice Expiration Date**"), or not at all, provided that, the Authority may, in its discretion, agree to extend the Company Affiliate Notice Expiration Date, provided, that any such extension agreement must be in writing and executed by both the Authority and the Company prior to the expiration of the current Company Affiliate Notice Expiration Date, and (b) the right of the Company to give the Company Affiliate Notice shall sooner terminate upon the first to occur of the following, (1) termination of this Agreement, or (2) failure of the Closing of the issuance of the Bond to occur by March 31, 2023, or (3) a default by the Company occurs, and continues beyond any cure period allowed by the related agreement or document, under this Agreement, or (after the Closing) under the Bond Lease or any of the other Definitive Documents, or (4) termination by the Authority of the right of the Company to give the Company Affiliate Notice pursuant to a right of the Authority contained herein. Until the first to occur of the termination of the right of the Company to give the Company Affiliate Notice or the entry of the Authority and the Company Affiliate into the Affiliate MOU, the Authority will not, without the prior written consent of the Company, which shall not be unreasonably withheld, (i) sell all or any portion of the Reserved Land, or, unless the same is subordinated to this Agreement, contract to sell all or any portion of the Reserved Land; (ii) lease, license or enter into any agreement granting rights to any person, firm or entity to occupy or use all or any portion of the Reserved Land which would remain in effect after the first to occur of the Company Affiliate Notice Expiration Date, or the termination of the right of the Company to give the Company Affiliate Notice; (iii) other than the Covenants, make or create any transfer, lien, lease, encumbrances, easement, restriction, reservation, contractual or other right, license or interest involving the Reserved Land or any part thereof which will not be released at or prior to the first to occur of the effectiveness or the Affiliate MOU or the termination of the right of the Company to give the Company Affiliate Notice, (iv) apply for any change in the current land use or zoning classification of the Reserved Land; or (v) apply for any special property tax status or designation for the Reserved Land, whether as a result of a conservation use or otherwise. There are no promises, pre-commitments, or assurances on

the part of the Authority as to the provision of any incentives for the location of the Affiliate Facility in the County, including, without limitation, as whether the Affiliate MOU would provide for any discount on the cost to the Affiliate of the Reserved Land, or as to whether a schedule of property tax savings would be provided on the Affiliate's investment, or if so, as to the duration or level thereof. This Agreement does not contain any obligations or warranties, and none may be inferred, regarding the condition of the Reserved Site as of the date of this Agreement or as of the date of the Affiliate MOU, assuming that the same is agreed upon and fully executed. If the Company Affiliate Notice has been given but Authority and the Company Affiliate have not agreed to, and have not entered into, the Affiliate MOU, by the first to occur of, December 31, 2023, or the occurrence of any event listed in clauses (b)(1), (b)(2), (b)(3) or (b)(4), above, then the negotiation of the Affiliate MOU, and the requirements of this Section 1.4.4, shall terminate, and the Authority shall have no obligation or liability to the Company or the Company Affiliate because of such termination. The Company Affiliate is not a beneficiary of this Agreement and shall have no rights hereunder.

1.5. Site Due Diligence.

1.5.1. Site Due Diligence. Upon full execution and delivery of this Agreement by the Parties, the Authority hereby grants to the Company a license and right of entry to enter the Site at reasonable times prior to the Closing to inspect and perform the due diligence provided for in this Section 1.5 and any other due diligence tests, reports or activities reasonably necessary as part of the Company's due diligence. In the event this Agreement terminates prior to the Closing, the Company shall repair any damage to the Site caused by such due diligence. The Company hereby covenants and agrees to indemnify, and hold the Authority and its officials, members, officers, employees and representatives, harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by the exercise of the Company's rights under this Section, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. The indemnity contained herein shall expressly survive the Closing and the expiration or termination of this Agreement or the Bond Lease.

1.5.2. Title. The Authority has provided (or will provide within thirty (30) days of the execution and delivery of this Agreement by both Parties) the Company with a copy of a title insurance commitment ("**Title Commitment**") covering the Site in favor of the Company from a reputable, national title insurance company (the "**Title Company**") and copies of all exceptions to title. The Company's reasonable satisfaction with the title to the Site shall be a Closing Condition in favor of the Company. The Company shall be responsible for any costs of the Title Commitment for the Site and for obtaining at its own expense any policy of title insurance that it may desire from the Title Company. The Company at its expense shall also obtain from the Title Company a title insurance commitment covering the Reserved Land.

1.5.3. Environmental. The Company may, at its option and expense, conduct a Phase I environmental site assessment of the Site. The Company may, at its own option and expense, conduct a Phase II environmental site assessment, if in its opinion, the need

or recommendation for same is indicated by the Phase I environmental site assessment, insofar as the Site is concerned. The Company's satisfaction with such assessment(s) and the environmental condition of the Site (including without limitation, the results of any Phase II environmental site assessment) shall be a Closing Condition in favor of the Company. If the Company does not terminate this Agreement under such Closing Condition, then it shall accept the Site in its environmental condition "**AS IS**," and the Company hereby waives and releases any and all claims and causes of action that the Company could otherwise assert against the County, the Authority, and their respective officials, members, officers, employees and representatives.

1.6. Right of Early Entry and Interim Lease Agreement. Coincident with, or subsequent to, the execution of this Agreement, the Company and the Authority shall, if requested by either such Party, execute a Right of Early Entry and Interim Lease Agreement (the "**Access Agreement**") granting a temporary license to the Company to (i) enter the Site from the Effective Date hereof until (a) March 31, 2023, or (b) Closing, whichever occurs first, to perform testing and preparatory activities, and to commence construction activities for the Project, subject to such reasonable limitations, and other terms and provisions, as set forth in the Access Agreement. The Access Agreement will be prepared by counsel to the Authority but must be reasonably satisfactory to both Parties. It shall be a Closing Condition in favor of each Party that the Access Agreement, if requested, be prepared, and be satisfactory to it, no later than January 31, 2023. Without limitation, upon the expiration or termination of either this Agreement or the Access Agreement, if the Closing has not occurred or is not occurring simultaneously therewith, the Company shall restore the Site to a condition substantially the same as that existing as of the Effective Date of this Agreement, and such obligation shall survive such expiration or termination.

1.7. Development of the Project.

1.7.1. Utilities. The Company's ability to acquire governmental approvals or permits to allow for actual delivery of adequate water, sewer facilities, natural gas, telecommunications, fiber or electricity by acceptable providers, and to obtain such utilities in quantities and at pressures which are acceptable to the Company in its sole discretion, shall each be a Closing Condition in favor of the Company.

1.7.2. Design, Construction and Installation. The Company will be responsible for the design, construction and installation of the Leased Improvements for the Project. Without limitation, the Company will select the contractor ("**Contractor**") for such construction and enter into an agreement, as principal and not as agent of the Authority, with the Contractor for such construction of the Leased Improvements. The Leased Improvements shall be constructed and installed in compliance with all applicable laws, including, without limitation, applicable zoning laws, building codes, environmental laws and other restrictions.

1.7.3. Equipment. The Company will be responsible for the acquisition and installation of the Leased Equipment for the Project, including, without limitation, payments of the costs thereof. The Bond Lease will provide for the Company to convey title to its Leased Equipment to the Authority from time to time by one or more bills of sale as the items of the Leased Equipment are acquired and installed at the Site.

1.7.4. Permitted Encumbrances. Without limitation, the Company shall keep the Project free and clear of all liens and encumbrances, except for Permitted Encumbrances (defined below), and shall in any event indemnify, hold harmless and defend the Authority and the County and their respective officials, members, officers, employees and representatives from any claim, liability or loss arising out of or related to any such lien or encumbrance, including, without limitation, Permitted Encumbrances, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease. As used herein, "**Permitted Encumbrances**" shall be defined as the Definitive Documents, any liens, encumbrances or exceptions identified in the Title Commitment or any resulting title policy or in the Survey, and any liens, encumbrances or exceptions otherwise specified in this Agreement as being acceptable or defined as such in, or as otherwise permitted by, the Bond Lease. Without limitation, any declaration of covenants prepared by the Authority ("**Covenants**") and affecting the Site shall be included in the Permitted Encumbrances, provided that the same is recorded in the appropriate real estate records prior to Closing. It shall be a Closing Condition in favor of the Company that it be satisfied with any Covenants.

1.8. Indemnity by the Company. The Company shall indemnify, hold harmless and defend the Authority and its officials, members, officers, employees and representatives from and against any and all loss, liabilities and claims (including, without limitation, liens and encumbrances resulting from construction and installation activities) that may arise out of or relate to: (a) any act or omission by or attributable to the Company or its vendors, contractors or subcontractors, agents, employees or representatives, related to the Project, including, without limitation, any of same related to the Access Agreement; or (b) the transactions contemplated by this Agreement, including the Bond or the issuance thereof, or the ownership or operation of the Project; provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement and the Bond Lease.

1.9. Year 1. For all purposes of this Agreement, including, without limitation, any Schedules and "Exhibits" hereto, "**Year 1**" shall be the first calendar year after the commencement of commercially viable operation of the Project has occurred, but in no event later than 2024. The attainment of Year 1 by such outside date is hereby designated as being subject to Force Majeure. If Force Majeure is claimed as provided herein, then such outside date shall be extended by the period of the event of Force Majeure, but, cumulatively, Year 1 shall be no later than 2025.

1.9.1. For the avoidance of doubt, with respect to property comprising the Project financed by the Bond, there shall be no *ad valorem* taxes or payments in lieu of taxes for tax years in the Project's construction period. The "**construction period**" for the Project shall be limited to calendar years, if any, that are both after the Closing and before the year after the commencement of commercially viable operation has occurred for the Project, but ending no later than the year before the Year 1 for the Project.

1.9.2. "**Year**", as used herein, refers to years following a Year 1, in sequence and numbered as appropriate.

2. FINANCING OF THE PROJECT.

2.1. Bond. In order to establish the bond-financed sale-leaseback structure that is necessary for the provision of certain of the incentives contemplated herein, including, without limitation, ad valorem property tax savings for the Project, the Authority will issue the Authority's revenue bond (the "**Bond**") to the Company. The Bond will be issued as a single draw-down bond authorized by a resolution adopted by the Authority (the "**Bond Resolution**"). The Authority will hold legal title to all of the Project. The Company may acquire legal title to the Project or any portion thereof, as provided herein.

2.2. Maximum Principal Amount of Bond. Without limitation, the maximum principal amount of the Bond shall in the aggregate accommodate Total Project Costs for the Project. Such accommodation shall be made through structuring the Bond as a single draw-down bond in an appropriate maximum principal amount, now estimated at $206,000,000.

2.3. Transaction Costs. The Company shall be responsible for the transactional costs of the issuance of the Bond. Such transaction costs include, without limitation: (i) reasonable legal fees and disbursements of Authority's Bond Counsel, related to the preparation of this Agreement and the issuance of the Bond and preparation of transcripts; (ii) the reasonable fees and disbursements of the Authority's Issuer's Counsel related to the validation of the Bond and the closing of the issuance of the Bond; (iii) the court costs relating to validation of the Bond and recording and filing fees; and (iv) the Authority's financing fee equal to 1/8 of 1% of the maximum principal amount of the Bond, which shall be payable in full to the Authority at Closing.

2.4. Tax Status of the Bond. The interest on the Bond contemplated by this Agreement will not be exempt from federal income taxation.

2.5. Roles of Counsel. The law firm of Seyfarth Shaw LLP, Atlanta, Georgia, as counsel to the Authority, shall serve as the Authority's Bond Counsel in connection with the Project, the issuance of the Bond and this Agreement. The law firm of Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC shall serve as the Authority's Issuer's Counsel in connection with the issuance of the Bond and this Agreement. The law firm of Burr & Forman LLP shall serve as the Company's Counsel in connection with the Project, the issuance of the Bond and this Agreement.

2.6. Repayment of the Bond. The Company shall be responsible for the repayment of the Bond in the manner provided in, and consistent with the provisions of the Definitive Documents. Without limitation, the Bond shall not be a general obligation of the Authority, but shall be a special and limited obligation payable solely from the payments received under the Bond Lease and other pledged security. Neither the Authority, the County, the State nor any other public body shall have any obligation or liability for repayment of the Bond.

2.7. The Bond Lease. The Authority and the Company shall enter into a lease (the "**Bond Lease**") at the Closing. Pursuant to the Bond Lease, the Authority will lease the Project to the Company. The Bond Lease shall contain terms and provisions substantially of the type normally included in bond leases between governmental "conduit" bond issuers of bonds issued

to achieve *ad valorem* tax savings with respect to certain property and users of such bond-financed property. The Bond Lease will be a triple net type lease. The Bond Lease shall have a term (the "**Term**") sufficient to accommodate the Savings Schedule and to accommodate the possibility of a Force Majeure extension of the outside date for Year 1, provided, that the Term shall be structured to be comprised of intervals, each of less than five (5) years, and each of which shall automatically renew for the next interval unless notice of non-renewal is given by the Company.

2.8. Purchase Option. The Authority, by a separate agreement (the "**Option Agreement**"), which is one of the Definitive Documents, shall grant the option to purchase the Project or any portion thereof ("**Purchase Option**") to the Company as contemplated in Section 2.1, above, to the extent that the Authority holds title thereto at the time, exercisable for (i) an option exercise price of $10; (ii) plus any other amounts due to the Authority that must be paid at such time by the Company; and (iii) if the Bond has not theretofore been retired, the Company shall cause the Bond to be retired or cancelled.

2.9. Definitive Documents. The term "**Definitive Documents**" means and includes the Bond, the Bond Resolution, the Bond Lease, the Option Agreement, the EDA, the bond purchase loan agreement, and any other related documents necessary to implement the transactions described herein. The Definitive Documents shall be prepared by Bond Counsel and shall be subject to the approval of the Authority, the Company and the legal counsel thereof. The Parties agree to negotiate in good faith to establish the terms and conditions to be included in the Definitive Documents. It shall be a Closing Condition in favor of each of the Company and the Authority that they reach an agreement on such terms and conditions that are applicable to each of them.

2.10. Transfers.

2.10.1. The rights and benefits of the Company under this Agreement may not be transferred and assigned by the Company, in whole or in part, prior to Closing, except to an Affiliate (defined below) of the Company.

2.10.2. Except as expressly provided in this Section or elsewhere in this Agreement, after the Closing the Company may not, without the prior written consent of the Authority, (a) transfer its interest in the Project, or (b) assign its interests and rights under the Bond Lease or other Definitive Documents or sublease any part of the Project. The foregoing shall not be construed to impose any restriction on the transfer of equity interests in the Company.

2.10.3. The Company, as the Company under the Bond Lease, may sublease (or lease, to the extent that a leasing continues beyond the Term) the Project as a whole or in portions, provided, that (a) any such transaction outside of the ordinary course of the Company's business shall be subject to prior approval by the Authority, as the Authority, which may not unreasonably be withheld, conditioned or delayed, and (b) in the case of all transactions, the sublease is expressly subject and subordinate to the Bond Lease, and that the Company is not released from its obligations under the Bond Lease.

2.10.4. The Company may assign the Bond Lease and the other Definitive Documents without the consent of the Authority, but upon prior or contemporaneous notice

to the Authority, in the event that, (a) (i) the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and to maintain its legal existence and solvency, provided that clause (b) of Section 2.10.5, below must be satisfied, and, (ii) the assignee is solvent, after giving effect to such transaction, and expressly assumes in writing and agrees to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, or (b) the Company consolidates with or merges into another domestic entity or permits one or more domestic legal entities to consolidate with or merge into it or the Company transfers or conveys all or substantially all of its assets to another domestic legal entity, but only on the condition that, either, (i) if the Company is the transferee or surviving entity, then the Company expressly agrees, by written instrument in form and substance reasonably satisfactory to the Authority, to remain obligated for all obligations and liabilities thereunder, whether incurred before, as of, or after such assignment, and is solvent, after giving effect to such transaction, and agrees to maintain its legal existence and solvency, and, (ii) if the Company is not the transferee or surviving entity, then the transferee or surviving entity shall be solvent, after giving effect to the transaction, and shall expressly assume in writing and agree to pay and to perform all of the Company's obligations and liabilities thereunder, whether incurred before, as of, or after such transaction.

2.10.5. The Company may assign its interest in the Project, and the Bond Lease and the other Definitive Documents, pursuant to an Exempt Assignment (defined below) without the approval of the Authority, but upon prior or contemporaneous notice to the Authority; provided that, (a) any assignee of the Company shall agree to fully and unconditionally assume all obligations of the Company arising under such Bond Lease and such other Definitive Documents, including, without limitation, all indemnity provisions contained in the Bond Lease and the other Definitive Documents, and (b) the assignor and assignee must first receive prior written confirmation from the Authority that the Authority is satisfied that the Company will have the financial capability thereafter to satisfy, and will continue to satisfy, its continuing indemnification and other obligations; without limitation, the Authority may condition its satisfaction with such financial capability upon the Company providing surety satisfactory to the Authority.

2.10.6. Any provision hereof to the contrary notwithstanding, any assignment by the Company of any interest in this Agreement, the Project, the Bond Lease or the other Definitive Documents shall be further subject to the following conditions:

2.10.6.1. If the Authority should, in a writing approved by a resolution of the Authority, consent to an assignment, then the Authority in such consent may agree to release the assignor from all liabilities and obligations accruing under the assigned documents or instruments after the effective date of such assignment;

2.10.6.2. The assignor shall, within fifteen (15) days after the delivery thereof, furnish or cause to be furnished to the Authority and (after the issuance of the Bond) to the holder of the Bond a true and complete copy of each such assignment, together with any instrument of assumption; and

2.10.6.3. An assignee of the interest of the Company under the Bond Lease must also be the holder of the Bond and the assignee of the Company's interest under the other Definitive Documents. A pledgee of the interest of the Company under the Bond Lease must also be the pledgee of the Bond and the pledgee of the Company's interest under the other Definitive Documents. An assignee must assume all obligations of the Company under the assigned instruments and documents. In the event a pledgee shall ever become the owner of the rights and interests of the Company under the pledged instruments and documents by reason of judicial foreclosure, nonjudicial sale under power or other proceedings brought by the pledgee to enforce its rights thereunder, or through any other means or manner in connection therewith, the pledgee shall assume all obligations and responsibilities of the Company thereunder arising from and after the date it becomes the owner.

2.10.7. An "**Exempt Assignment**" means any of the following assignments:

2.10.7.1. A pledge pursuant to any bona fide mortgage or leasehold mortgage (including, without limitation, any pledge of personal property);

2.10.7.2. The acquisition by any mortgagee or leasehold mortgagee or its designee of the leasehold interest through the exercise of any right or remedy of such mortgagee or leasehold mortgagee under a bona fide mortgage or leasehold mortgage, including any assignment of the leasehold interest to a mortgagee or the leasehold mortgagee or its designee made in lieu of foreclosure;

2.10.7.3. Any foreclosure sale by any mortgagee or leasehold mortgagee pursuant to any power of sale contained in a bona fide mortgage or leasehold mortgage;

2.10.7.4. Any sale or assignment of the leasehold interest by any mortgagee or leasehold mortgagee (or its designee) which has acquired the leasehold interest by means of any transaction described above; and

2.10.7.5. Any sale or assignment of the leasehold interest to any person or entity if, (1) the financial condition of the proposed assignee is satisfactory to the Authority, and (2) the proposed assignee possesses experience for the operation of the Project that is satisfactory to the Authority.

2.10.7.6. To the extent that the Bond Lease and the above provisions of this Section 2.10 overlap the same subject matter, the EDA shall make provision for the overlapping of this Section 2.10 to be superseded by such provisions of the Bond Lease. For the avoidance of doubt, such provisions of the Bond Lease shall apply to this Agreement, and an assignee of the Bond Lease shall also assume this Agreement and the other "Bond Documents"; i.e., the other Definitive Documents.

2.10.8. As used herein, "**Affiliate**" means any person or entity (as used herein "entity" includes, without limitation, any public body) that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, a specified person or entity. Without limitation, "control" of the other person or entity is deemed to exist if a person or entity possesses, directly or indirectly, the power: (A) to vote 10% or more of the voting

securities of such other person or entity (on a fully diluted basis) having ordinary power to vote in the election of the governing body of such other person or entity, or (B) to direct or cause the direction of the management or policies of the other person or entity, whether through the ownership of voting securities, by contract or otherwise.

2.10.9. Loan Documents. Any senior security deed, subordination agreement and/or any other document or instrument that is requested or required by any Lender (defined below), requested of the Authority by the Company, consented to by the Bondholder, and approved by the Chairman of the Authority (provided that the same is nonrecourse to the Authority except that recourse may be had to its interest in the Project other than its Unassigned Rights as defined in the Bond Lease) may be executed and delivered by the appropriate officers of the Authority, and may include such changes, corrections, completions, deletions, insertions, variations, additions, or omissions to the related Definitive Documents that are consistent with the intent and purpose of the Bond Resolution and are approved by the Chairman of the Authority; such consistency and approval shall be conclusively evidenced by the Chairman's execution of each such document or instrument. Any such senior deed to secure debt, subordination agreement or other document or instrument shall be prepared at the expense of the Company and reviewed by Authority's counsel at the expense of the Company and shall be subject to the approval by the Chairman of the Authority. The foregoing and any other provision hereof or of any Loan Document (defined below) to the contrary notwithstanding, the Authority's only liability under any such senior deed to secure debt, subordination agreement, or other document or instrument shall be limited to recourse to the Authority's interest in the Project, and in no event shall the Authority's Unassigned Rights or its rights under the EDA and Memorandum of Understanding be assigned, pledged or subordinated. **"Lender"** means any financial institution or other bona fide lender which has made a loan to the Company with respect to the Project, its successors and assigns, and **"Loan Documents"** means the documents and instruments evidencing and securing such loan.

2.11. Statutory Compliance; Permitted Uses. The Act requires, and the Bond Lease will provide, that the Company must operate the Project at all times as a "project" permitted by the Act, and the Bond Lease will further provide that the permitted uses of the Project are restricted to those that are described in the Project description provided for on Schedule 1.1 hereto.

3. INCENTIVES TO BE PROVIDED.

3.1. Purpose of Incentives. In order to induce the Company to locate the Project at the Site, the following economic inducements will be provided for the Project by the Authority.

3.2. Site; Land Discount. The Authority shall provide the Site to the Company through the Bond Lease. Further, in consideration of the Company locating the Project in the County and the related job creation and capital investment by the Company, the Authority shall enter into the Option Agreement to grant the Company the Purchase Option. The Parties hereby acknowledge that the Site Consideration to be paid by the Company pursuant to this Agreement has been discounted by the Authority from $4,312,000 to $2,032,000, which will result in cost savings to the Company of $2,280,000. In determining the amount of the Site Consideration, the Authority has taken into account the total consideration being received by the Authority in consequence of the Project, not just the Site Consideration, including, without limitation, the Project's anticipated generation of jobs and additional investment within the Authority's area of operations, and the

public revenues flowing therefrom. The Authority has found and determined, and hereby finds and determines, that the interests of the public in such transaction are protected by this Agreement, including its requirements relating to Recovery Payments, and that such total consideration will be equal to or greater than the benefits to be derived by the Company hereunder; therefore, such benefits do not violate the prohibition in the Georgia Constitution on the payment by public bodies of gratuities to private sector persons.

3.3. Acceptance of Site. The Company acknowledges that it has examined and inspected the Site, and is familiar with the physical condition thereof. The Company further acknowledges (a) that the Authority has not made and does not hereby make any representations regarding the physical condition of the Site, and (b) that there are no warranties, either express or implied, regarding the condition of the Site. Any such warranties which may exist notwithstanding the intentions of the Parties are hereby expressly released and waived by the Company. Accordingly, the Company hereby agrees to accept the Site in its "**AS IS**" condition. The Company, not the Authority, is responsible for any necessary site preparation, grading, transportation improvements, utilities extensions, installation and account set-up, and hook-ups to all utilities, including water, gas and sewer.

3.4. OneGeorgia EDGE Grant. The Authority will apply for a grant from the OneGeorgia Authority under its EDGE Fund Program (the "**State Grant**") in the amount of approximately $1,600,000. The Company understands and agrees that the proceeds of the State Grant will be used to reimburse the Company for site preparation for the Project. If the State Grant or any other grant is awarded, the terms and conditions governing it shall be contained in various agreements and undertakings (collectively as to all of same, or individually as to a particular grant, as the context may require, the "**Grant Documents**") among the Authority, the Company and the granting entity, as appropriate. It shall be a Closing Condition in favor of each of the Company and the Authority that any such Grant Documents be reasonably satisfactory to it, respectively. There are no assurances that any grant in any amount will be obtained. The Company agrees to cooperate with the Authority in completing the application process of the State Grant or any other grant sought hereunder by providing any and all information and/or documents required as a condition to the State Grant or any other grant award.

3.5. Concierge Services. The Authority will provide reasonable "concierge services" to assist the Company with setting up utilities, obtaining permitting, and other Project needs.

3.6. Permitting. The Company shall apply for, and use its best efforts to obtain, all permits, licenses, authorizations, and approvals required by all governmental authorities in connection with the acquisition, construction, equipping, operation, and use of the Project. As provided in Section 3.5, above, the Authority shall reasonably assist the Company with navigating the local permitting process. It shall be a Closing Condition in favor of the Company that it shall have obtained all such permits, licenses, authorizations, and approvals required by all governmental authorities to the extent available at the time of Closing in connection with the construction, installation, equipping, operation, and use of the Project.

3.7. Private Training. The Authority shall at its expense, if the Company so requests, assist the Company in obtaining training for the Company's employees working at the Project, with the costs thereof to the Authority not to exceed $30,000. This incentive shall be limited to

training available at and provided by Ogeechee Technical College. Such training is in addition to such employee training as may be provided by the State pursuant to its "Quick Start" program, which is outside the scope of this Agreement.

3.8. Temporary Office. If the Company so requests, the Authority shall at its expense determine and provide to the Company temporary office space during construction of the Project, the number of square feet thereof to be reasonably determined by the Authority, but with the costs thereof to the Authority not to exceed $15,000. If the Company requests that the Authority provide temporary office space to the Company under this Section, the Authority shall use commercially reasonable efforts to provide such temporary office space at a location that is convenient to the Site, as reasonably determined by the Authority.

3.9. Site Readiness. The Company hereby acknowledges that the Authority has, at its own expense, (a) in accordance with the Company's specifications, conducted soil borings on the Site and provided the results thereof to the Company, (b) provided the Company with a copy or copies of an existing Phase I environmental site assessment or of existing Phase I environmental site assessments covering the Site to the extent described therein, and a wetlands delineation or wetlands delineations covering the Site to the extent described therein (all such materials of any such type provided by the Authority, collectively, the "**Site Materials**"). The Company acknowledges that the Site Materials provide value and cost savings to the Company of approximately $56,565. The Company acknowledges that the provision of such Site Materials was without warranty by the Authority and without liability on the part of the Authority, and is subject to such limitations on the Company's reliance thereon as may be stated therein or made applicable by law.

3.10. Statutory Tax Credits: Jobs Tax Credit. The Company shall be entitled to claim the Jobs Tax Credit in accordance with and subject to applicable law. This incentive, subject to applicable law and regulations, shall include a tax credit that may be applied against the Company's Georgia income tax liability.

3.11. Ad Valorem Tax Savings.

3.11.1. Basis for Savings. Under the Act, under which the Authority was created and exists, the Authority pays no tax on its interest in the property comprising the Project. The Parties agree that the Bond Lease shall be structured, and shall incorporate the restrictions on use set forth in this Agreement and to be set forth in the Bond Lease, so that the Company's leasehold interest in the Project is a mere usufruct, or, as to personal property, a nontaxable bailment for hire, and not a taxable estate for years. Thus, while the Bond Lease is in effect, the Company shall pay no actual taxes on its leasehold interest in the Project. However, the Company agrees that in consideration of the Bond Lease structure and other benefits, it shall make payments in lieu of taxes as provided on Schedule 3.11.1 attached hereto and incorporated herein by reference (the "**Savings Schedule**"). Such payments in lieu of taxes are described and are and defined as "**County PILOTs**", "**School PILOTs**" and "**Fire PILOTs**", respectively, in such Schedule, and may be referred to collectively as "**PILOTs**". The Company shall pay normal *ad valorem* property taxes with respect to property it owns which is not titled to the Authority in connection with the issue of the Bond.

3.11.2. Reversion to Normal Taxability. If the Purchase Option is exercised upon termination of the Bond Lease or earlier, in whole or in part, or if the Bond Lease is otherwise terminated or expires and the Project is conveyed to the Company, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

3.11.3. Procedures. In order to determine the amount of PILOTs payable pursuant to this Agreement, the Board of Assessors shall (i) determine the assessed value of the Project as though legal title to it were held by the Company, and notify the Authority thereof, and (ii) determine what taxes would be payable if the Company held legal title to the Project, and notify the Authority thereof. The Authority shall then promptly calculate the amount of PILOTs payable by the Company with respect thereto pursuant to this Agreement, and shall invoice the Company therefor. Such public bodies shall coordinate such procedures with general procedures applicable to the payment of normal property taxes, such that, for example, the Authority shall mail such invoice at the time tax bills are normally mailed for the relevant tax year. Likewise, the Company shall pay by separate check to the Authority, on or before the date set for the payment of *ad valorem* property taxes in the County generally (but shall have no fewer than sixty (60) days from the date of such invoice to make such payment), an amount equal to the PILOTs due for such year as so calculated. Should the Company fail to pay the PILOTs required by this Agreement at the times and in the manner provided for in this Agreement, the Company shall be obligated to pay to the Authority, in addition to such PILOTs, an amount that shall be equal to the penalties and interest that would be assessed against the Company if such PILOTs were delinquent *ad valorem* taxes, which shall be collected and distributed as provided herein for PILOTs. The Authority shall notify the Company of any such penalties and interest. The Authority shall have all of the rights and remedies related to payments in lieu of taxes, interest and penalties, as the Tax Commissioner of Bulloch County would have in the case of delinquent *ad valorem* taxes, and at the Authority's request, such Tax Commissioner may place and enforce tax liens on the Project to secure the payments of such PILOTs, penalties and interest. Likewise, the Company shall have all of the same rights and remedies as it would have in the case of a dispute over *ad valorem* property taxes, including, without limitation, the right to dispute the valuation used by the Board of Assessors. Without limitation, the Authority, the Board of Assessors and the Company agree that the Company shall have the right of arbitration provided in O.C.G.A. Sec. 48-5-311(f) and the right of appeal to the Superior Court provided in O.C.G.A. Sec. 48-5-311(g). The Company's obligation to pay the PILOTs and other payments in lieu of taxes, and any related interest and penalties, shall be obligations to the Authority, who upon receipt shall disburse them to each taxing authority as though they were payments of normal taxes, or any related interest and penalties.

3.11.4. Board of Assessors. The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes shall be the obligation and responsibility of the Board of Assessors and not of the Authority or the County. By its Acknowledgement, the Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Bond Lease as contemplated in this Agreement. It shall be

a Closing Condition in favor of both the Authority and the Company that the validation order for the Bond becomes final by March 31, 2023, and specifically adjudge that the Company has no taxable interest in the Project, as contemplated in this Agreement. Nonetheless, the Parties acknowledge that the Authority has no control over the administration of the property tax laws of the State and shall have no responsibility for adherence by the taxing authorities to such validation order. Rather, the Company shall indemnify, hold harmless and defend the Authority, its members, directors, officers, employees, and representatives from and against any claim, liability or loss related to the imposition of property taxes, assessments or other charges on the Project, provided, that the indemnity contained in this Section shall not apply in the case of any particular indemnitee to any claim, loss or liability which is the result of the gross negligence or willful misconduct of such indemnitee. Said indemnity shall survive the expiration or earlier termination of this Agreement, the Closing, and the Bond Lease.

3.12. Acknowledgment; Intergovernmental Agreement. By execution of its Acknowledgment hereto, the Board of Assessors agrees to all of the provisions hereof applicable to it. This Agreement and such Acknowledgment shall collectively constitute an intergovernmental agreement under the Georgia Constitution Art. IX, Sec. III, Para. I between the Authority and the Board of Assessors. Such intergovernmental agreement is subject to the 50-year term limit contained in such provision of the Georgia Constitution, but shall expire earlier upon its complete performance.

4. GOALS.

4.1. Inducement. The Company agrees to locate the Project in the County at the Site, within the jurisdiction of the Authority, provided, that nothing herein contained shall obligate the Company to make any particular level of investment or create any particular level of jobs. Rather, the Company's responsibilities regarding such matters shall be governed exclusively by the provisions hereof relating to Recovery Payments (provided for in Section 4.7, below). The Company's foregoing agreement to locate the Project in the County at the Site, is based, in part, on the incentives being provided by the Authority in connection with the Bond Lease and this Agreement. Such incentives are being provided to induce the Company to locate the Project in the County at the Site, with attendant job creation on the part of the Company, and accompanying investment by the Company, all of which constitutes valuable, non-cash consideration to the Authority and the citizens of the County and of the State of Georgia. The Parties acknowledge that the incentives provided for in this Agreement serve a public purpose through the job creation and investment generation represented by the Project. The Parties further acknowledge that the cost/benefit requirements applicable to the Authority in the course of providing such incentives dictate that some measure of recovery must be applied in the event that the anticipated jobs and investment do not for any reason fully materialize, and such measure of recovery is set forth in Schedule 4 attached hereto and incorporated herein by reference.

4.2. Jobs Goal. For the Performance Period, as provided on the Goals Table ("**Goals Table**") included on the "Incentives Schedule" attached as Schedule 4 hereto (such period, the "**Performance Period**"), and with respect to the incentives covered by the Incentives Table, the Company shall have the goal of providing not fewer than the number of new full-time jobs at the Project specified on the Goals Table as the applicable Jobs Goal (the goal applicable in any

particular year being the "**Jobs Goal**" for such year). For purposes of this Agreement, the number of new "full-time jobs" shall be defined and determined, from time to time, as provided on Schedule 4.2 attached hereto and incorporated herein by reference. Schedule 4.2 also determines how the number of full-time jobs shall be calculated.

4.3. Jobs Shortfall Percentage. If, for any year in the Performance Period, the number of full-time jobs at the Project is less than the Jobs Goal that is applicable to such year, the actual number of such full-time jobs shall be subtracted from the applicable Jobs Goal to obtain the "**Jobs Shortfall**." The number of jobs constituting the Jobs Shortfall shall be divided by the applicable Jobs Goal and converted to a percentage to determine the "**Jobs Shortfall Percentage**" for such year. If there is no shortfall, such percentage shall be 0%.

4.4. Investment Goal. For purposes of the incentives covered by the Incentives Table, the Company shall have an "**Investment Goal**" of the Company having invested, in the aggregate, in the Project in each year of the Performance Period the amount for such year specified on the Goals Table as the applicable Investment Goal (the goal applicable in any particular year, the "**Investment Goal**"). For purposes of the Investment Goal the investment at the Project shall be calculated on a cumulative basis from the date hereof to the end of each year of the Performance Period. Schedule 4.4 attached hereto and incorporated herein by reference provides rules that shall apply to satisfying the Investment Goal.

4.5. Investment Shortfall Percentage. If, for any year in the Performance Period, the cumulative amount of capital investment by the Company in the Project from the date hereof is less than the Investment Goal that is applicable to such year, then the actual amount of such investment shall be subtracted from the applicable Investment Goal to obtain the "**Investment Shortfall**." The amount of investment constituting the Investment Shortfall shall be divided by the applicable Investment Goal and converted to a percentage to determine the "Investment Shortfall Percentage." If there is no shortfall, such percentage shall be 0%.

4.6. Annual Report. On or before February 1 of each year following a calendar year that is in the Performance Period, the Company shall provide to the Authority an annual report for the preceding calendar year which shall include a Jobs Report and an Investment Report, as described below (each an "**Annual Report**"). Each Annual Report shall be in substantially the form of Schedule 4.6 attached hereto and incorporated herein by reference, as revised for the matters being reported.

4.6.1. Jobs Report. The Jobs Report shall contain a statement as to the full-time jobs at the Project for the immediately preceding year (each, an "**Annual Report Year**") using the methodology prescribed herein, and shall provide such supporting extracts from the Company's employment records (consistent with the privacy rights of its employees) as the Authority shall reasonably request.

4.6.2. Investment Report. The Investment Report shall contain a statement as to the investment in the Project by the Company for the subject Annual Report Year, using the methodology prescribed herein.

4.6.3. Inspection Rights. No more often than once per year, the Authority and its agents shall be permitted to inspect employment and investment records of the Company, specifically related to the Project, to verify such information during normal business hours and upon reasonable notice. The Company may reasonably redact such records to protect the confidentiality of the Company and its employees or customers.

4.6.4. Project Shortfall Percentages. The Annual Report shall calculate any Jobs Shortfall Percentage and any Investment Shortfall Percentage. The average of the Jobs Shortfall Percentage and the Investment Shortfall Percentage shall be the "**Project Shortfall Percentage**," which shall also be calculated and stated in the Annual Report.

4.7. Recovery Payments. If an Annual Report shows that, for the immediately preceding Annual Report Year, there is a Project Shortfall Percentage greater than 20%, then, the Company, in such Annual Report, shall calculate the amount of the "**Recovery Payments**," and shall pay the same with respect to the incentives set forth in the Incentives Table, all pursuant to and as defined in the Incentives Schedule. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.

4.8. Failure to File Report and Make Required Payments. If the Company fails to pay any Recovery Payment when due, interest shall be paid by the Company thereon at the rate of seven percent (7%) per annum (or such lesser rate as may be allowed by law) until paid. If there has been a failure which is not cured within thirty (30) days following a written notice from the Authority to the Company that said failure be cured, the Authority shall be entitled to enforce its rights under this Section 4.8 and the Company shall indemnify the Authority for all costs of enforcement, including any court costs and reasonable and actual attorneys' fees and court costs. The Company shall be liable for the payment of any such interest, fees and costs. Notwithstanding the foregoing, the Company shall be responsible for all reasonable costs actually incurred by the Authority in connection with monitoring compliance and addressing any non-compliance by the Company with this Agreement, including, without limitation, Annual Report errors, omissions and discrepancies, and the Authority shall provide the Company itemized invoices documenting any costs so incurred. Such costs may include, but are not limited to, reasonable fees and disbursements of attorneys actually incurred by the Authority. Without limitation, the Company shall be responsible for compliance with the provisions of this Article 4.

5. TERMINATION OF AGREEMENT.

5.1. Delay. If, despite the good faith efforts of the Parties, this Agreement is not fully executed by January 31, 2023, or the Closing has not occurred by March 31, 2023, then the Authority or the Company may terminate this Agreement by written notice to the other, without any further liability to the other Party except as otherwise expressly provided in this Agreement.

5.2. Approval by Governing Bodies. Upon its execution of this Agreement, each Party hereto represents and warrants that its governing body or other authorized committee or official thereof has approved and authorized its entry into such Agreement or Acknowledgment.

5.3. Closing Conditions. Any Party shall have the right to terminate this Agreement prior to the Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice to the other Party, if:

5.3.1. The other Party is in breach of this Agreement beyond any applicable notice and cure period.

5.3.2. There has been commenced or threatened against the Authority, the Company, or any Affiliate of the Company, any proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the matters that are the subjects of this Agreement, or (b) that may have the effect of preventing, delaying, making illegal, imposing limitations or conditions on, or otherwise interfering with, any of such matters. An uncontested validation proceeding for the Bond shall not be considered a proceeding within the meaning of this Section.

5.4. The Authority's Termination Rights. The Authority shall have the right to terminate this Agreement, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Company, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Authority shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Company if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Authority has not been satisfied. If the Authority does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.5. The Company's Termination Rights. The Company shall have the right to terminate this Agreement prior to Closing, without any further liability except as otherwise expressly provided in this Agreement, effective immediately upon giving written notice thereof to the Authority, pursuant to any provision allowing it to do so contained elsewhere in this Agreement. Without limitation, the Company shall have the right to terminate this Agreement, effective immediately upon giving written notice to the Authority if, by the Closing (or if this Agreement specifies another time therefor, then by such time) each Closing Condition set forth herein in favor of the Company has not been satisfied. If the Company does not exercise any such right to terminate by Closing (or by such other time specified), then, as of the Closing, such right shall be deemed waived with respect to the subject thereof.

5.6. Effect of Termination. If any Party terminates this Agreement pursuant to a right provided herein or if this Agreement expires, this Agreement shall terminate or expire as to all Parties without any further liability on the part of any Party, except as may theretofore have accrued, or except as otherwise expressly provided in this Agreement, or shall exist as a result of any prior breach hereof.

6. MISCELLANEOUS.

6.1. Notices. Any notice required to be given by any Party pursuant to this Agreement, shall be in writing and shall be deemed to have been properly given, rendered or made only if

either (i) delivered personally to the Party or, if such Party is not an individual, to an officer or other legal representative of the Party to whom the same is directed, or (ii) mailed by registered or certified mail, return receipt requested, postage prepaid, or (iii) sent via nationally recognized overnight courier for next business day delivery, addressed to each other Party at the addresses set forth below (or to such other address as any particular Party may designate for notices to it to each other Party from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the date of personal delivery, the first business day after having been deposited with the courier service or the United States Postal Service:

If to the Authority: Development Authority of Bulloch County
201 South Main St., Suite A
Statesboro, Georgia 30458
Attn: Benjy Thompson, Chief Executive Officer

with a copy to: Taulbee, Rushing, Snipes, Marsh & Hodgin, LLC
12 Siebald Street
Statesboro, Georgia 30458
Attn: Stephen T. Rushing, Esq.

and a copy to: Seyfarth Shaw LLP
1075 Peachtree Street, N.E., Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

If to the Company: Ecoplastic America Corp.
4185A Silver Peak Parkway
Suwanee, Georgia 30024
Attn: Heechun Lee

with a copy to: Burr & Forman LLP
420 North 20th Street Suite 3400
Birmingham, AL 35203
Attn: Ingu Hwang, Esq.

6.2. Confidential Information. All confidential information acquired by the Authority relating to the Company shall be held in confidence by it, subject to its legal obligations as a public body, including, without limitation O.C.GA. § 50-14-1, et seq. and § 50-18-70, et seq. The Company and its advisors shall, prior to the execution and delivery hereof, treat the contents of this Agreement as confidential, and, without limitation, shall not disclose such contents to competing communities or states.

6.3. No Partnership or Agency. No partnership or agency relationship between or among the Parties shall be created as a result of this Agreement.

6.4. Survival of MOU. This Agreement shall survive Closing and the expiration or termination of the Bond Lease, but may be superseded in whole or in part by the EDA to the extent that the EDA expressly so provides.

6.5. Governing Law. The transactions contemplated hereunder and the validity and effect of this Agreement are exclusively governed by, and shall be exclusively construed and enforced in accordance with, the laws of the State of Georgia, except for the State's conflicts of law rules.

6.6. Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the Parties hereto. This Agreement does not confer any rights or remedies upon any person or entity (including, without limitation, any public body), other than the Parties to this Agreement and their respective permitted successors and assigns. Without limitation, a writing executed only by the Parties hereto or their respective permitted successors and assigns shall be effective to amend or terminate this Agreement.

6.7. Entire Agreement. This Agreement, together with the Definitive Documents (when executed), constitutes the entire agreement between the Parties with respect to the subject matter hereof.

6.8. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

6.9. Counterparts. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

6.10. No Personal Liability of Representatives of Public Bodies. No official, member, director, officer, agent, or employee of the Authority or the County (including the members and staff of the Board of Assessors) shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such public bodies. Without limitation, and without implication to the contrary, all parties hereto, to the extent legally permissible, waive and release any and all claims against each such official, member, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such public bodies into this Agreement.

6.11. No Personal Liability of Representatives of Company. No official, member, manager, director, officer, agent, or employee of the Company shall have any personal liability under or relating to this Agreement. Rather, the agreements, undertakings, representations, and warranties contained herein are and shall be construed only as corporate agreements, undertakings, representations, and warranties, as appropriate, of such entity. Without limitation, and without implication to the contrary, all Parties hereto waive and release any and all claims against each such official, member, manager, director, officer, agent, or employee, personally, under or relating to this Agreement, in consideration of the entry of such entity into this Agreement.

6.12. Legal Compliance. The Company agrees that it and its officers and employees acting for it in matters relating to this Agreement shall comply with all applicable provisions of law, including, without limitation, O.C.G.A. § 50-36-1 relating, in part, to public benefits.

6.13. Effective Date. This Agreement shall not be effective until it has been fully executed by all Parties hereto.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding and caused it to be delivered as of the following "**Effective Date**": _____, 2023.

The "Authority":

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY

By: _____
Chairman

ATTEST:

_____
Secretary

[SEAL]

DEVELOPMENT AUTHORITY OF BULLOCH COUNTY GEORGIA CORPORATE SEAL 1993

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The "Company":

ECOPLASTIC AMERICA Corp.

By: _____ (SEAL)
Byunghoon Choi
President

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BULLOCH COUNTY

By: _____
Chairman of the Board of Commissioners

Attest:

_____
Clerk of the Board of County Commissioners

ACKNOWLEDGED

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

BOARD OF TAX ASSESSORS OF BULLOCH COUNTY

By: _____
Chairman, Board of Bulloch County Tax Assessors

SCHEDULE 1.1

DESCRIPTION OF THE PROJECT

The Project is a facility for the manufacture of automotive exterior and interior parts including bumpers, garnishes, consoles and trims for electric vehicles. The Company will supply automotive parts to Hyundai Motor Group's EV Metaplant in Bryan County, Georgia The Company is a sourced Tier One supplier to the EV plant for these products. The Project shall be comprised of the Leased Land (*i.e.*, the Site), the Leased Improvements, and the Leased Equipment.

SCHEDULE 1.4.1

DESCRIPTION OF SITE

The Site shall consist of that certain real property in Bulloch County, Georgia, located on 4822 Highway 301 South in the County, comprising approximately 78.4 acres. The Site shall be further described in the legal description provided for in Section 1.4.1 of this Agreement, and the EDA shall provide for the incorporation of such legal description herein.

SCHEDULE 3.11.1

SAVINGS SCHEDULE

1. No payments in lieu of taxes are required for tax years prior to Year 1. However, there are no tax savings with respect to special district levies of assessments or fees for any tax year.

2. For each Year in the tables below, the Company will pay amounts equal to the corresponding Payment Percentage, set forth below, of the normal *ad valorem* property taxes that would be payable if legal title to the Project were vested in the Company, instead of the Authority on January 1 of such year. Such payments shall constitute payments in lieu of taxes (i.e., PILOTs).

3. For purposes of paragraph 1, above, the applicable Payment Percentages and Savings Percentages for the individual categories of PILOTs are as follows:

COUNTY PILOTs (payments in lieu of taxes to be paid over to the County based on the millage levied by the County for County purposes for each Year)		
YEAR	**SAVINGS PERCENTAGE**	**PAYMENT PERCENTAGE**
1-10	100%	0%
11-15	50%	50%
16 and thereafter	0%	100%

SCHOOL PILOTs (payments in lieu of taxes to be paid over to the Bulloch County School District based on the millage levied for it for each Year)		
YEAR	**SAVINGS PERCENTAGE**	**PAYMENT PERCENTAGE**
1-15	0%	100%
16 and thereafter	0%	100%

FIRE PILOTs (payments in lieu of taxes to be paid over to Bulloch County for its Fire District based on the millage levied by the County for it for each Year)		
YEAR	**SAVINGS PERCENTAGE**	**PAYMENT PERCENTAGE**
1-15	0%	100%
16 and thereafter	0%	100%

4. The savings applies to all County *ad valorem* property taxes with respect to property comprising part of the Project titled to the Authority in connection with the issuance of the Bond. The Company shall pay normal property taxes with respect to property not so titled to the Authority.

SCHEDULE 4

INCENTIVES SCHEDULE

1. The recovery value ("**Recovery Value**") of each of the incentives provided pursuant to the Sections of this Agreement identified below shall be as specified in the rows of the table set forth below (the "**Incentives Table**"), with any payments to be made by the Company as provided in this Incentives Schedule to the recipients indicated as follows:

INCENTIVES TABLE

SECTION	INCENTIVE	RECOVERY VALUE	RECOVERY FACTOR	RECOVERY PAID TO*
3.2	Site/Land Discount	Reduction of Site Consideration afforded to the Company (which is $2,280,000)	1/15	Authority
3.7	Private Training	Amount of the actual costs paid by the Authority for the training of Company's employees under Section 3.7 hereof (not to exceed $30,000)	1/15	Authority
3.8	Temporary Office Space	Amount of the actual costs paid by the Authority to provide temporary office space to Company under Section 3.8 hereof (not to exceed $15,000)	1/15	Authority
3.11	Property Tax Savings on Project	Actual amount of *ad valorem* property taxes on Project saved each year	100%	To Authority for County

2. The Company shall make a payment with respect to each incentive listed in the Incentives Table above (each payment, a "**Recovery Payment**," and collectively, the "**Recovery Payments**") to the respective parties so specified based on the Recovery Value as so determined for each year included in the Performance Period in which a Project Shortfall Percentage greater than 20% is determined as provided in this Agreement, provided, that no Recovery Payment shall be required for any incentive whose Recovery Factor is 0%.

3. The table ("**Goals Table**") set forth below sets forth the applicable Jobs Goal and Investment Goal.

GOALS TABLE

"PERFORMANCE PERIOD" (INCLUDES ALL YEARS SCHEDULED BELOW)	INVESTMENT GOAL (CUMULATIVE)	JOBS GOAL (CUMULATIVE)
Year 1	$74,814,103	80
Year 2	$88,587,991	102
Year 3	$104,258,107	231
Year 4	$139,038,215	285
Year 5	$144,927,015	355
Year 6	$167,309,215	405
Year 7	$188,419,999	435
Year 8 - Year 15	$205,236,703	456

4. The Jobs Goal and the Investment Goal in any Year are each subject to the effect of Force Majeure. The effect of Force Majeure for such purposes shall be that for any Year in which the Company is entitled to claim, and does claim, the benefit of such provision, the Company shall be considered in compliance with its Jobs Goal and/or Investment Goal, as applicable, provided that, in no event shall Force Majeure extend the Savings Schedule or the Term.

5. For each Year for which a Project Shortfall Percentage is determined to be greater than 20% as provided in this Agreement, in order to determine the Recovery Payment for each incentive in the Incentives Table, such Project Shortfall Percentage shall be multiplied times the Recovery Value, the result shall be multiplied times the corresponding Recovery Factor, the result shall be the Recovery Payment, and the Company shall pay the amount thereof to Authority simultaneously with its delivery of the Annual Report for the subject Year as required by this Agreement. For the avoidance of doubt, if the Project Shortfall Percentage is 20% or less, there shall be no Recovery Payment due.

6. (a) Each of the following shall be a "**Trigger Event**" hereunder:

   (i) The expiration or termination of the Bond Lease at a time when any part of the Project is subject to a Payment Percentage less than 100%, including, without limitation, expiration or termination in connection with the exercise of the Purchase Option.

(ii) A "**Plant Closing.**" A Plant Closing is defined as the permanent or temporary shutdown of the Project, if the shutdown results in an "employment loss" during any 90-day period at the Project for 80% or more of the Project's employees, excluding any part-time employees, or if all jobs are lost at the Project. The term "employment loss" means (1) an employment termination, other than a discharge for cause, voluntary departure, or retirement, (2) a layoff exceeding six months, or (3) a reduction in hours of work of individual employees of more than 50% during each month of any 6-month period. An employment action that results in the effective cessation of production of the work performed at the Project, even if a few employees remain, is a shutdown. A "temporary shutdown" is a Trigger Event only if there are a sufficient number of terminations, layoffs exceeding six (6) months, or reductions in hours of work as specified under the definition of "employment loss."

(iii) A "**Mass Layoff.**" The term Mass Layoff means a reduction in work force which first, is not the result of a Plant Closing, and second, results in an employment loss at the Project during any 90-day period for at least 50% of the of the Project's employees, excluding part-time employees.

(b) Upon the occurrence of a Trigger Event, the Purchase Option shall be deemed exercised by the Company, the Company shall cause the Bond to be retired or cancelled, and the Payment Percentage shall thereupon become 100% as to all years after the Year in which the Trigger Event occurred. If necessary to assure that there are no property tax savings after the Year in which the Trigger Event occurred, the Company shall pay to the Authority with respect to the Project, such payments in lieu of taxes as are necessary so that normal property taxes due on the property plus such payments in lieu of taxes would equal 100% of what normal taxes would be if title to the property had been vested in the Company as of January 1 of the applicable year.

(c) As soon as reasonably possible after it is aware of (but no later than immediately after the occurrence of) a Trigger Event, the Company shall file with the Authority a special Annual Report that shall comply as appropriate with Section 4.6 of this Agreement and shall also calculate what the Recovery Payments would be in the aggregate for each subsequent Year through the end of the period for which any part of the Project is scheduled to be subject to a Payment Percentage less than 100%, ignoring any Force Majeure, using the actual investment amount through the date of the calculation, and assuming that jobs for each year after the year of calculation amount to zero. In the calculation of the Special Recovery Payment (defined below), the Company may exclude as a Recovery Value any property tax savings for years after the Project reverts to normal property taxation or the Payment Percentage for all of the Project becomes 100%. The amount so calculated shall be subject to audit by the Authority, and upon acceptance by the Authority, such amount shall constitute a "**Special Recovery Payment.**" The Company shall pay the amount of the Special Recovery Payment to the Authority promptly upon being invoiced therefor and shall pay any past due normal Recovery Payments in arrears. The Authority shall have the same rights and remedies with respect to such Special Recovery Payment as with normal Recovery Payments, including, but not limited to, the Company's liability for the payment of any interest, fees and costs (including, without limitation, attorneys' fees incurred by the Authority), as provided in Section 4.8 hereto. For purposes of clarity, failure to pay any Special Recovery Payment payable under this Agreement

when due shall result in the accrual of interest thereon in the same manner as for any failure to pay normal Recovery Payments. Any provision of this Agreement to the contrary notwithstanding, the Authority shall be under no obligation to perform under the Purchase Option provided for in Section 2.8 hereof until it has received payment of the Special Recovery Payment and any normal Recovery Payments that are past due.

SCHEDULE 4.2

RULES FOR SATISFYING THE JOBS GOAL

1. For purposes of this Agreement, the number of new "full-time jobs" shall be defined and determined, from time to time, as follows:

   (a) Only net new full-time jobs shall be counted and only jobs physically performed at the Project shall be counted.

   (b) For such purposes, "**full-time job**" means the following: "a new job with no predetermined end date (other than a retirement date), that did not previously exist prior to the Project within the State of Georgia, with a regular work week of 35 hours or more on average for the entire normal year of local Company operations, and with benefits provided to other regular employees of the local Company, including the opportunity for access to, but not necessarily paid or subsidized, medical benefits, but does not mean a job classified for federal tax purposes as an independent contractor. The foregoing notwithstanding, a full-time job may include, at the discretion of the Company, leased employees (such as jobs created by a third-party logistics provider or employment services company) that otherwise meet the definition of a full-time job ("**Leased Jobs**"), subject to the following conditions:

      (i) The Company represents and warrants that its contract with each third-party leasing company will require that: (1) the Leased Jobs at the Project will be assigned exclusively to the Company and no other clients of the third-party leasing company; and, (2) the Leased Jobs are new full-time jobs that, but for the contractual arrangement between the Company and the third-party leasing company, would not otherwise exist within Georgia. The Company also represents that the Leased Jobs will substantially satisfy the definition of "Leased Employee" outlined in (6)(u) of the rules published by the Georgia Department of Community Affairs in Chapter 110-9-1-.01 and will require in its contract with each third-party leasing company that the third-party leasing company will substantially satisfy the definition of an "Employee Leasing Company," as provided in O.C.G.A. § 34-8-32. To the extent that the aforementioned conditions are satisfied, and so long as the Company retains control over the Leased Jobs at the Project, the Company's use of leased employees through an agreement with a third-party leasing company shall constitute Leased Jobs for purposes of qualifying as net new full-time jobs.

      (ii) Nothing herein is intended to affect the employer-employee relationship between the third-party leasing company and the employees it hires to work at the Project nor to affect the contractual relationship between the Company and the third-party leasing company. This Agreement does not give any employee, including the Leased Jobs employees of any third-party leasing company, any rights or claims against the Company or its Affiliates,

and no such employee shall be, or is intended to be, a third-party beneficiary of this Agreement. The Company represents that through the agreement with any third-party leasing company, it is inducing the employment of the Leased Jobs at the Project in Georgia. The Company also agrees that if the Leased Jobs are claimed by any third-party leasing company as "New Full-Time Employee Jobs" for purposes of claiming the Georgia Job Tax Credit, the Company will not separately claim such jobs.

For purposes of this Agreement, an individual's employment shall not be deemed to have a predetermined end date solely by virtue of a mandatory retirement age set forth in a company policy of general application. In addition, the employment of any individual in a bona fide executive, administrative, or professional capacity, within the meaning of Section 13 of the federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. Section 213(a)(1), as such terms are defined and delimited from time to time by regulations of the Secretary of Labor, shall not be deemed to have a predetermined end date solely by virtue of the fact that such employment is pursuant to a fixed-term contract, provided that such contract is for a term of not less than one year.

2. The number of full-time jobs shall be calculated as provided below.

   (a) The number of jobs shall be determined based on the monthly average number of full-time employees subject to Georgia income tax withholding for the taxable year.

   (b) The monthly average number of full-time employees in a taxable year shall be determined by the following method:

      (i) for each month of the taxable year, count the total number of full-time employees of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;

      (ii) add the monthly totals of full-time employees; and

      (iii) divide the result by the number of months the business enterprise was in operation during the taxable year. Transferred jobs, except for jobs transferred to the Project from outside the State of Georgia, and replacement jobs may not be included in the monthly totals.

3. The foregoing and any other provision of this Agreement to the contrary notwithstanding, for any Year in which the aggregate average wages for all full-time jobs created at the Project is not above the County average wage (presently $866/week, or $21.65/hour), the number of full-time jobs for such Year shall be deemed to be reduced by a percentage equal to the difference between the County average wage for such Year and the aggregate average wages for net new full-time jobs created at the Project for such Year, divided by the County average wage. For example, if there are 200 full-time jobs at the Project for a Year, with

an aggregate average wage of $850/week, and the County average wage for such Year is $866/week, the number of full-time jobs for such Year would be deemed to be and calculated as follows:

1. $866 - $850 = $16
2. $16/$866 = 1.85%
3. 100% - 1.85% = 98.15%
4. 200 * 98.15% = 196.3 full-time jobs for such Year.

SCHEDULE 4.4

RULES FOR SATISFYING THE INVESTMENT GOAL

1. Only capital investments in the Project by the Company and its Affiliates shall be counted, except as provided in 4, below.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Investment Goal is met, except as provided in 3, below.
3. Transferred equipment relocated by the Company to the Project to be used as part of the Project may be counted at net book value, or, if requested and substantiated by the Company to the Authority's satisfaction, and approved by the Authority, its fair market value.
4.
    a) In addition to the property leased to the Company under the Bond Lease, machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Bond Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to the Company under the Bond Lease, all shall be counted.
    b) In addition to the property leased to the Company under the Bond Lease, items of machinery and equipment (including, without limitation, dies/casts) that are, (1) owned by Hyundai Motor Co. Ltd. or an Affiliate of it, and (2) co-located with the Project and used in the operations of the Project, shall be counted. The Company shall document these items by providing to the Authority, as applicable, (i) a copy of the invoice to Hyundai Motor Co. Ltd. or an Affiliate of it, as appropriate, disclosing the sale price for such items of machinery and equipment, (ii) copy of a property tax return reporting such items to the Board of Assessors, (iii) a listing of such items with original cost or values, or (iv) such other documentation deemed sufficient by the Authority.

SCHEDULE 4.6

FORM OF ANNUAL REPORT

Re: Memorandum of Understanding ("MOU") and Economic Development Agreement ("EDA") between the [AUTHORITY] ("Authority") and [COMPANY] ("Company") regarding the capital project located in [COUNTY], Georgia (the "Project") – 20__ Annual Report

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU and EDA.

1. Jobs Report

The County average wage for such year was $_____. The aggregate average wages for all full-time jobs created at the Project for such year was $_____. Such aggregate average wage exceeded the County average wage for such year: yes/no. If "no", then, any provision hereof to the contrary notwithstanding, the total number of full-time jobs located at the Project shall be calculated and reported using the methodology prescribed in paragraph 3 of Schedule 4.2 of the MOU.

As of December 31, 20__, the total number of full-time jobs located at the Project was _____. We have enclosed _____, as evidence of such job creation.

The Jobs Goal for _____ was _____ jobs. The Jobs Shortfall for the year _____ is _____ jobs. The Jobs Shortfall Percentage is % (__ + __).

2. Investment Report

As of December 31, 20__, the Company has invested $_____ in the Project.

The Investment Goal for 20__ was $_____. Therefore, the Investment Shortfall Percentage is __%.

3. Recovery Payments

The Project Shortfall Percentage for 20__ is ___% ((__% + __%) ÷ 2). [IF THE PROJECT SHORTFALL PERCENTAGE IS GREATER THAN 20%, THEN A RECOVERY PAYMENT IS DUE. IF A RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE BASED ON THE RECOVERY SCHEDULE IN THE MOU AND SUCH PAYMENT MUST BE INCLUDED WITH THIS ANNUAL REPORT.]

Please do not hesitate to let us know if you require any additional information.

Sincerely,

[Company]

Enclosures