

**ASSIGNMENT OF FEE AGREEMENT AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**THIS ASSIGNMENT OF FEE AGREEMENT AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (this “**Assignment Agreement**”) is made and entered into as of the [\_\_] day of [\_\_\_\_], 2022 (the “**Effective Date**”), by and between K2 LANCASTER, LLC, a Delaware limited liability company (“**Assignor**”), and FIP MASTER FUNDING VIII, LLC, a Delaware limited liability company (“**Assignee**”).

**WITNESSETH:**

WHEREAS, RISC, LLC, a Delaware limited liability company (“**RISC**”), Cooley, Incorporated, a Rhode Island corporation (“**Cooley**”, and together with Assignor, each a “**Company**” and, collectively, the “**Companies**”), and Lancaster County, South Carolina (the “**County**”) entered into (i) that certain Fee Agreement dated as of December 14, 2020 (as amended, the “**Fee Agreement**”), a true and correct copy of which is attached as Exhibit A hereto and (ii) that certain Special Source Revenue Credit Agreement dated as of December 14, 2020 (as amended, the “**SSRC Agreement**” and, together with the Fee Agreement, the “**Incentive Agreements**”), a true and correct copy of which is attached as Exhibit B hereto; and

WHEREAS, Assignor was assigned all of RISC’s duties, rights, titles, interests and obligations to each of the Incentive Agreements, in connection with RISC’s conveyance of the Land (as such term is defined in the Fee Agreement and described in Exhibit C, attached hereto and incorporated herein by reference), building, and real property improvements comprising the Project to Assignor (collectively, the “**Property for Sale**”) pursuant to that certain Assignment and Assumption of Fee Agreement and Special Source Revenue Credit Agreement dated as of December 29, 2020, a true and correct copy of which is attached as Exhibit D hereto; and

WHEREAS, Assignor is conveying the Property for Sale to Assignee; and

WHEREAS, Assignor desires to assign to Assignee all of its rights, titles, and interests in and to each of the Incentive Agreements with respect to the Property for Sale, and Assignee desires to accept such assignment; and

WHEREAS, the assignment of the Incentive Agreements contemplated herein shall be subject to and is conditioned upon obtaining consent or subsequent ratification from the County via Resolution of the Lancaster County Council; and

WHEREAS, capitalized terms not otherwise defined herein shall have the same meaning as in the Incentive Agreements.

NOW, THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Fee Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's rights, titles, and interests under the Fee Agreement with respect to the Property for Sale, and Assignee hereby accepts such assignment of Assignor's rights, titles, and interests under the Fee Agreement with respect to the Property for Sale ("**Assignment of Fee Agreement**").

2. Assignment of SSRC Agreement. Assignor does hereby sell, assign, transfer and set over to Assignee all of Assignor's rights, titles, and interests under the SSRC Agreement with respect to the Property for Sale, and Assignee hereby accepts such assignment of Assignor's rights, titles, and interests under the SSRC Agreement with respect to the Property for Sale ("**Assignment of SSRC Agreement**").

3. Consent to Assignment of Fee Agreement. The Assignment of Fee Agreement is made subject to and is conditioned upon obtaining the consent or ratification from the County as required by Section 12-44-120 of the South Carolina Code, as amended, and following receipt of such consent or ratification, shall be deemed effective as of the Effective Date.

4. Consent to Assignment of SSRC Agreement. The Assignment of SSRC Agreement is made subject to and is conditioned upon obtaining the consent or ratification from the County as required by Section 4.01 of the SSRC Agreement, and following receipt of such consent or ratification, shall be deemed effective as of the Effective Date.

5. No Assumption. This Assignment is an assignment only of all of the rights which the Assignor may now or at any time hereafter have under, pursuant to, or in respect of, the Incentive Agreements. Assignee shall not be deemed by virtue of this Assignment Agreement to have assumed any of the obligations of the Assignor under the Incentive Agreements, each of which obligations the Assignor covenants and agrees with Assignee to perform and observe as if this Assignment Agreement had not been executed. Notwithstanding the foregoing, in the event of any default or other non-compliance with any of the obligations under the Incentive Agreements by Cooley or the Assignor, the Assignee shall not be entitled to any of the rights, titles, and interests of the Incentive Agreements, as applicable, while such default or non-compliance has occurred and is continuing, and Assignee and Assignor acknowledge that the County's consent to the assignment of the Incentive Agreements was made in reliance on the foregoing agreement of Assignee and Assignor.

6. Indemnity. Assignor agrees to indemnify, defend and hold Assignee, its successors and assigns, harmless from and against any and any losses, liabilities, obligations, penalties, claims, fines, demands, litigation, defenses, reasonable out-of-pocket costs and expenses actually incurred, judgments, suits, proceedings and damages of any kind or nature imposed on, incurred by, or asserted or awarded against Assignee (in each case to the extent first arising prior to the Effective Date) to the extent arising from, or relating to, the Incentive Agreements, except to the extent arising from the willful misconduct or gross negligence of Assignee or its beneficial owners, direct and indirect members and partners, and their respective managers, officers, directors, shareholders, trustees, affiliates, subsidiaries, successors and assigns. Assignor hereby acknowledges and agrees that in no event shall Assignor be liable to Assignee for the mere loss or termination of any incentives arising under the Incentive Agreements (including without limitation

the imposition of any fee in lieu of the taxes or other amounts that would otherwise be payable with respect to the Property for Sale absent the existence of Incentive Agreements) provided, however the taxes or other similar amounts payable with respect to the Project are not in excess of such amounts that would be imposed on the Project absent the existence of the Incentive Agreements.

7. Cooperation. If requested by Assignee, Assignor shall provide Assignee with copies of all prior filings made by Assignor with the South Carolina Department of Revenue (“**SCDOR**”) with respect to the Fee Agreement and shall execute any document reasonably requested by SCDOR allowing SCDOR to release to Assignee copies of any prior filings made by Assignor with SCDOR under the Fee Agreement. Assignee shall reasonably cooperate with Assignor in connection with the Fee Agreement and/or the SSRC Agreement, including, without limitation, with respect to any modifications to same that Assignor deems reasonably necessary, so long as such cooperation can be accomplished without material cost to Assignee or assumption of any material obligation by Assignee and provided further that, upon, written request from Assignee, Assignor shall reimburse Assignee for any reasonable out-of-pocket costs and expenses Assignee actually incurs arising from or related to its cooperation in connection with the Fee Agreement and/or the SSRC Agreement.

8. Assignor warrants and represents to Assignee as follows:

(a) the Incentive Agreements are in full force and effect with respect to each of the Companies party thereto;

(b) the Companies have not notified the County of their desire to terminate the Incentive Agreements;

(c) there are no amendments or modifications of any kind to the Incentive Agreements except as indicated in such Exhibits A and B;

(d) the Companies are not in default or claimed default in the performance of their obligations under the Incentive Agreements with respect to the Property for Sale, including, without limitation, with respect to the Full-Time Jobs employment requirements under the Incentive Agreements;

(e) other than Payments-in-Lieu-of-Taxes for the current tax year which are accruing but not yet due, no amounts are currently due and payable under the Incentive Agreements;

(f) other than Payments-in-Lieu-of-Taxes for the current year which are accruing but not yet due, no amounts are currently due and payable to the County under the Incentive Agreements with respect to the Property (and, specifically, but without limitation, the Companies do not owe the County for any unpaid Administration Expenses, as defined in the FILOT Agreement);

(g) Section 4.01(a) of the Fee Agreement requires the Companies to invest at least \$2.5 million in Economic Development Property by the end of the Investment Period, which Investment Period expires on \_\_\_\_\_, 202\_\_. As of the date hereof, the Companies have invested \$\_\_\_\_\_ in Economic Development Property; and

(h) no event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default under the Incentive Agreements by the Companies with respect to the Property for Sale.

9. Amendment. This Assignment Agreement may be amended, modified or supplemented, and any provision hereof may be waived, only by written agreement of the parties hereto.

10. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of South Carolina.

11. Successors and Assigns. This Assignment Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. This Assignment Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and their respective successors and permitted assigns any remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Assignment Agreement.

12. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become binding when one or more of the counterparts have been signed by each of the parties and delivered to the other party.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment Agreement to be executed as of the Effective Date.

**ASSIGNOR:**

K2 LANCASTER, LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

FIP MASTER FUNDING VIII, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**Copy of Fee Agreement**

[to be attached]

**EXHIBIT B**  
**Copy of SSRC Agreement**

[to be attached]



**EXHIBIT C**  
**Real Property Description**

The real estate located in Lancaster Business Park identified with Parcel Identification No. 0068-00-018.03, with a physical address of 861 Quality Drive, and consisting of approximately 25.77 acres.

**EXHIBIT D**

**Copy of Assignment and Assumption Agreement dated as of December 29, 2020**

[to be attached]