

**Exhibit A to Resolution No. 1267-R2024**

**Joinder Agreement**

**Among**

**Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC,  
Nutramax Land Holdings, Inc., and Airmax, LLC d/b/a Airmax SC, LLC, and Nutramax  
Distribution, LLC, all as Sponsor or Sponsor Affiliate, and  
Nutramax Laboratories Consumer Care, Inc.**

Reference is made to that certain Fee Agreement, dated as of November 26, 2018 (“2018 Fee Agreement”) and subsequently amended by a First Amendment dated as of January 24, 2022 (“First Amendment”) and a Second Amendment dated as of June 16, 2022 (“Second Amendment”), among Nutramax Manufacturing, Inc., Nutramax Laboratories, Inc., Nutramax Properties, LLC, Nutramax Land Holdings, Inc., Airmax, LLC d/b/a Airmax SC, LLC and Nutramax Distribution, LLC. all as Sponsor or Sponsor Affiliate, and Lancaster County, South Carolina (“County”) (together, the 2018 Fee Agreement, First Amendment and the Second Amendment are referred to as the “Fee Agreement”).

**1. Joinder to the Amended Fee Agreement.**

Nutramax Laboratories Consumer Care, Inc., a South Carolina corporation, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement except as set forth herein; and (b) acknowledges and agrees that (i) in accordance with the Fee Agreement, Nutramax Laboratories Consumer Care, Inc., has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project (as defined in the Fee Agreement) and such designation is subject to the approval of the County by the passage of a resolution by the County Council which has been or will be obtained; (ii) Nutramax Laboratories Consumer Care, Inc. qualifies or will qualify as a Sponsor Affiliate under the Amended Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Act; and (iii) Nutramax Laboratories Consumer Care, Inc. shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Amended Fee Agreement, except as set forth herein.

**2. Capitalized Terms.**

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Amended Fee Agreement.

**3. Governing Law.**

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

**4. Notice.**

Notices under Section 12.06 of the Amended Fee Agreement shall be sent to:

Nutramax Laboratories Consumer Care, Inc.  
946 Quality Drive  
Lancaster, SC 29720  
Attn: Brett Corbly, General Counsel

With a copy to counsel (which shall not constitute notice):

K&L Gates, LLP  
300 South Tryon Street  
Suite 1000  
Charlotte, NC 28202  
Attn: Stephen R. McCrae, Jr., Esq.

IN WITNESS WHEREOF, the undersigned have executed this Joinder Agreement to be effective as of December 14, 2023.

Nutramax Laboratories Consumer Care, Inc.

By: \_\_\_\_\_  
Name:  
Authorized Representative for Nutramax Laboratories Consumer Care, Inc.

Nutramax Manufacturing, Inc.

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

Nutramax Laboratories, Inc.

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

Nutramax Properties, LLC

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

Nutramax Land Holdings, Inc.

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

AIRMAX, LLC  
d/b/a AIRMAX SC, LLC

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

Its: \_\_\_\_\_

Nutramax Distribution, LLC

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

Its: \_\_\_\_\_

Effective December 14, 2023

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