

AMENDED AND RESTATED INCENTIVES AND REIMBURSEMENT AGREEMENT

THIS AMENDED AND RESTATED INCENTIVES AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is dated for purposes of reference as of October 1, 2021 and is effective on the date of issuance of the “**Bond**” described below, by and between **COWETA COUNTY** (the “**County**”), a county of the State of Georgia (the “**State**”), the **BOARD OF TAX ASSESSORS OF COWETA COUNTY** (the “**Assessors**”), the **COWETA COUNTY DEVELOPMENT AUTHORITY** (the “**Authority**”), a public body corporate and politic created by local constitutional amendment, Ga. Laws 1966, p. 1101, and continued by Ga. Laws 1985, p. 4173 (the “**Act**”), the area of operation of which is the County, and **NYCO AMERICA LLC**, a Delaware limited liability company (the “**Company**”), to evidence the agreements of such entities as the respective parties hereto.

WHEREAS, the parties have previously entered into an Incentives and Reimbursement Agreement (the “**Original Agreement**”) pursuant to which the Authority agreed to the provision to the Company of the incentives described below in consideration of the Company’s agreement, as set forth below, to locate the Project (as hereinafter defined) within the borders of the County, with attendant job creation and investment on the part of the Company, all of which constitutes valuable, non-cash consideration to the Authority, to the County, and their citizens. All capitalized terms defined herein shall have the meanings so provided throughout this Agreement;

WHEREAS, pursuant to Section 7.4, “Amendments,” of the Original Agreement, any amendments, deletions, additions, changes or corrections must be in writing duly executed by all of the parties to the Original Agreement;

WHEREAS, the Parties wish to amend and restate the Original Agreement to reflect the agreement that Year 1 (as hereinafter defined) shall be extended to commence on January 1, 2025, and to adjust interim deadlines consistent with the extension of Year 1;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto mutually agree to amend and restate the Original Agreement in its entirety, as follows:

1. The Project.

1.1 The Project. The “**Project**”, as it may exist from time to time, consists of (i) approximately 2.75 acres of land located in Coweta County (the “**Land**”), (ii) a manufacturing facility to be constructed on the Land and operated by the Company (the “**Facility**”), which facility shall consist of approximately 8,000 square feet of Process Manufacturing, plus integral equipment of storage tanks, loading and unloading stations, integral utilities equipment, storage/shipping/receiving equipment, quality lab equipment and maintenance shop equipment, all organized at site for the common interrelated purpose of Manufacturing, (iii) improvements and related building fixtures to be constructed and installed on the Land or in the Facility, and (iv) the acquisition and installation of new production equipment and other new personal property to be used by the Company at the Facility and in an existing building located at 87 Amlajack Way,

Newnan, Georgia 30265. The Project will be leased by the Authority to the Company pursuant to a Lease Agreement (the “**Bond Lease**”), dated as of even date herewith between the Authority and the Company, and is expected to be completed no later than December 31, 2024. The Company expects that the operation of the Facility will create approximately 15 new full-time jobs.

1.2 Employment. The Company expects that it will employ 15 new full-time employees at the Project no later than December 31, 2024. 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 1.2 attached hereto and incorporated herein by reference.

1.3 Investment. The Company’s total investment in the Project is expected to be a maximum of \$37,000,000.

2. **Incentives to be provided by the Community.**

2.1 Issuance of Bond for the Project. The Authority has issued or shall issue the Bond to finance the Project for lease to the Company. The County and the State shall have no obligation or liability relating to repaying the Bond. All obligations of the Authority connected with the Bond shall be non-recourse to the Authority and without pecuniary liability to the Authority, the County or the State. As a revenue bond, the Bond will be repayable through the Bond Lease.

2.2 Bond Lease. The lease structure used in the Bond Lease, as described in this Agreement, is necessary in order to provide the Company with *ad valorem* property tax savings. Such structure is designed to utilize: (i) the provisions of the Act exempting the Authority from paying *ad valorem* property taxes with respect to property owned by it, and (ii) a valuation and classification methodology for *ad valorem* property tax purposes that the County and the Assessors intend to apply to the Project as described in Section 2.3, below.

2.3 Leasehold Valuation; Tax Savings and Recovery.

(a) The ownership interest of the Authority in the Project shall be exempt from *ad valorem* tax and the interest of the lessee (*i.e.*, the Company) under the Bond Lease is or will be valued as follows: The Project shall be valued at the value of the land only prior to 50% completion of the construction of the Project. For purposes of valuing the full fee interest in the Project, after at least 50% completion of construction the fee interest in the Project shall be valued at its actual percentage of completion thereof and after 100% completion shall be valued at 100% of its fair market value. For (i) the first year after the Project is completed and placed in service (which the parties agree shall be commence on January 1, 2025), the Company’s leasehold interest in the Project shall be valued at 0% of the value of the fee interest in the Project, (ii) the next nine (9) years of the Bond Lease, the Company’s leasehold interest in the Project shall be valued at 50% of the value of the fee interest in the Project, and (iii) after such 10-year period (the “**Incentive Period**”), the Project shall be taxed based on its full fair market

value. Except for the first year of the Incentive Period (for which the reduction would be 100%), in no event shall the reduction be greater than 50% of the Bond or fair market value for the Project. For example, if the Project is valued at \$30,000,000 with a Bond of \$20,000,000, then the maximum reduction would be \$10,000,000. Similarly, if the value of the Project is only \$15,000,000, then the maximum reduction in value would be \$7,500,000. After such 10-year Incentive Period, or upon the earlier expiration or termination of the term of the Bond Lease, the leasehold interest therein shall be valued at 100% of the fair market value of the full ownership interest therein. Notwithstanding the foregoing, prior to commencement of the Incentive Period, the Company shall pay regular taxes (or payments in lieu of taxes at the same time and in the same manner as normal *ad valorem* taxes would be paid) with respect to the Project's land and construction in progress thereon to the same extent as if the Project were to remain subject to taxation prior to commencement of the Incentive Period. The fair market value of the Project shall be multiplied by 40% (or other factor legally required at the time) to determine the "Assessed Value" thereof and if the leasehold interest is then being valued at 50% of the full ownership interest, as aforesaid, the Assessed Value of the leasehold shall be 50% of the Assessed Value of the full ownership interest against which the millage rates of the various taxing authorities shall be applied to determine the taxes due such taxing authorities on the leasehold interests therein. On an annual basis, the Company (or successors in interest) shall return the personal property comprising the Project for *ad valorem* property taxation purposes in the County. Any personal property owned or leased by the Company located at the Project that is not acquired with proceeds of the Bond and conveyed to the Authority shall be returned on a separate return. The fair market value of the full ownership interest in the personal property comprising the Project shall be determined by the Assessors in accordance with the Georgia Department of Revenue's Appraisal Procedures Manual or as otherwise legally required at the time. The fair market value of each item of personal property shall be multiplied by 40% (or other factor legally required at the time) to determine the "Assessed Value" thereof and if the leasehold interest is then being valued at 50% of the full ownership interest, as aforesaid, the Assessed Value of the leasehold shall be 50% of the Assessed Value of the full ownership interest against which the millage rates of the various taxing authorities shall be applied to determine the taxes due such taxing authorities on the leasehold interests therein.

(b) The provisions of this Agreement relative to the valuation of the full ownership interest of the Project shall be the obligation and responsibility of the Assessors (and not of the Authority, the County or any other body). The Assessors are joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Assessors intend to value the leasehold interest in the property leased under the Bond Lease as contemplated in this Agreement. Likewise, the County is executing this Agreement to evidence its concurrence in this Section 2.3, insofar as its interests are concerned and to acknowledge its obligation to provide the incentives to be provided by it hereunder. This Agreement shall constitute an intergovernmental agreement under Georgia Constitution Art. IX, Sec. III, Para. I (a) between the Authority, the Assessors and the County, respectively, for such purposes. 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, but the obligations of the Company to make any payments under this Section 2.3 shall continue until fully paid.

(c) No provision of this Agreement shall prohibit the Company from exercising the appeal rights granted in O.C.G.A. § 48-5-311(e); provided, that no such appeal may be made in the name of the Authority unless (i) it is necessary to protect or assert the rights or interest of the Company, and (ii) the Company has received concurrence of such necessity from the Authority in writing.

(d) The Company agrees that the intended use of the Project during the term of the Bond Lease is as a manufacturing facility. If the Company, after the completion of the Project and during the term of the Bond Lease, should (A) for any reason, other than *force majeure*, a casualty or condemnation, cease to cause the Project to be operated as a manufacturing facility for more than six (6) months in any calendar year or (B) completely terminate the manufacturing activities at the Project and relocate those manufacturing activities to a location outside of the County, then, in either case, the Company shall be obligated within sixty (60) days following the end of such calendar year to repay to the Tax Commissioner of Coweta County all tax savings on the entire Project that inured to its benefit as a result of this Section 2.3, provided that (i) such obligation shall be reduced by 10% per year for each full calendar year during which the Project was operated as a manufacturing facility (but in no circumstances greater than 100%), commencing with the first full calendar year after the date of the issuance of the Bond.

(e) The *ad valorem* property tax savings to be provided by the community to the Company pursuant to Sections 2.2 and 2.3 hereof are based on the assumption that, on or before December 31, 2024, the Company will cause to be created at least 15 new full-time jobs at the Project, such jobs to be maintained during the term of the Bond Lease (the “**Jobs Goal**” and further clarified in Schedule 1.2). If on or by January 1, 2025, or any January 1 of any year thereafter while the Lease is in effect (each a “**tax-year**”), the aggregate number of new full-time jobs at the Project during the prior calendar year has not reached the applicable Jobs Goal, the amount of actual new full-time jobs during such prior calendar year shall be subtracted from the applicable Jobs Goal to determine the “**Jobs Shortfall**” for such tax-year. The Jobs Shortfall for such tax-year shall be divided by the Jobs Goal and the result shall be the “**Jobs Shortfall Percentage**” for such tax-year.

(f) Not later than March 1, 2025, and not later than March 1 of each year thereafter (to and including the March 1 of the year following the last year in which the Company realizes any tax savings hereunder), the Company shall provide to the Authority a certificate of an authorized officer of the Company in substantially the form attached hereto as Exhibit A (the “**Annual Certification**”) stating the average number of full-time jobs at the Project during the immediately preceding calendar year. The Company shall provide such other supporting documentation as the Authority may from time to time reasonably request. The Authority shall have the right to inspect the investment and payroll records (consistent with the privacy rights of its employees) of the Company (or any third party logistics provider, sublessee, operator or joint venture for the Project)

relating to the Project to verify the correctness of the Annual Certification and may make adjustments in the jobs information if an error is found. The Company (or any third party logistics provider, sublessee, operator or joint venture for the Project) may reasonably redact such records to protect the confidentiality and privacy of the Company (or any third party logistics provider, sublessee, operator or joint venture for the Project), its employees or its customers, and to comply with all applicable legal limitations.

(g) If the Annual Certification (or an adjustment thereto) shows that the average number of full-time jobs at the Project in the immediately preceding year was less than the Jobs Goal, then the Job Shortfall Percentage shall be calculated and if there is no Jobs Shortfall, the Jobs Shortfall Percentage shall be zero percent. If there is a Jobs Shortfall Percentage of greater than twenty percent (20%), the tax savings recovery payments (“**Tax Savings Recovery Payments**”) shall be calculated as follows: the Jobs Shortfall Percentage shall be multiplied by the *ad valorem* tax savings received by the Company during the immediately preceding calendar year as a result of the tax savings provided hereby (such savings being the difference between normal taxes and the taxes paid in the prior year (excluding any additional payment of taxes made in the immediately preceding year on account of any Tax Savings Recovery Payments made in the preceding year). Tax Savings Recovery Payments shall constitute additional payments of taxes which shall be paid by the Company to the Tax Commissioner of Coweta County within thirty (30) days following the date of the Annual Certification. If the Jobs Shortfall Percentage is twenty percent (20%) or less, there shall be no Tax Savings Recovery Payment due.

(h) If the Company exercises its purchase option under the Bond Lease, then in the year following the Authority’s sale, the Project (to the extent purchased) shall cease to be subject to any reduction in valuation provided by this Section 2.3.

2.4 Bond Issuance Fee. The Authority shall charge a one-time fee of \$38,750 as its issuance fee, which shall be paid in accordance with the Bond Purchase Loan Agreement, dated of even date herewith.

3. Assignability.

The benefits and burdens of this Agreement shall inure to and be binding upon the parties hereto. In addition, the benefits and burdens of this Agreement shall be binding upon the parties’ respective successors, assignees or transferees, and their respective successors, assignees and transferees, other than as set forth below. The Authority shall not be permitted to assign or convey its interest under this Agreement or its legal title to the Project, except as permitted by the Bond Lease. The Company may assign its interest hereunder to (a) any person to whom it sells or transfers its interest in the Project or (b) to any permitted transferee under the Bond Lease, in accordance with the provisions of the Bond Lease, including but not limited to an Exempt Assignment, as defined in the Bond Lease.

4. Bond Counsel.

Seyfarth Shaw LLP, Atlanta, Georgia shall act as Bond Counsel for the issuance of the Bond.

5. The Company Responsible for Transactional Costs on Bond Issue.

The Company shall be responsible for all transactional costs of the issuance of the Bond (which costs shall be subject to its approval), including, without limitation, the reasonable fees and disbursements of Bond Counsel and the Authority's Counsel and costs of validating the Bond, which, to the extent allowed by law, may be financed through the Bond. In addition, The Company shall (but without duplication) from time to time reimburse the Authority upon being invoiced therefor, the Authority's actual out-of-pocket costs and expenses incurred in connection with the Bond Lease and the Bond, including, without limitation, the reasonable fees and expenses of the Authority's counsel.

6. Validation.

The parties hereto understand that this Agreement is to be one of the documents to be presented to the Superior Court of Coweta County in proceedings to validate the Bond and related documents.

7. Miscellaneous.

7.1 No Partnership or Agency. No partnership or agency relationship among the parties, or any of them, shall be created as a result of this Agreement.

7.2 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 (excluding its conflicts of law rules).

7.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

7.4 Amendments. Any amendments, deletions, additions, changes or corrections hereto must be in writing executed by the parties hereto.

7.5 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.

7.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one instrument. Upon issuance of the Bond, the Authority agrees to provide, or to cause its bond counsel to provide, an original executed counterpart of this Agreement to the County and the Assessors.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement and delivered the same effective upon the issuance of the Bond to be issued.

The “Authority”:

**COWETA COUNTY
DEVELOPMENT AUTHORITY**

By: _____
Chairman

ATTEST:

Secretary

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“The Company”:

NYCO AMERICA LLC,
a Delaware limited liability company

By: _____ (Seal)
James Vincent (Mustacchio), CEO

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The “County”:

COWETA COUNTY

By: _____
Chairman, Board of Commissioners

ATTEST:

Clerk, Board of Commissioners

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

The “Assessors”:

**BOARD OF TAX ASSESSORS
OF COWETA COUNTY**

By: _____
Chairman

[SIGNATURE PAGE TO INCENTIVES & REIMBURSEMENT AGREEMENT]

SCHEDULE 1.2

DEFINITION OF FULL-TIME JOBS

In satisfying the Jobs Goal, a "job" shall be a "full-time job" as defined and determined, from time to time, according to a portion of the definition of a "full-time job" from the job tax credit regulations of the Georgia Department of Community Affairs, which portion is set forth below.

A "full-time job" means the following: "a job with no predetermined end date, with a regular work week of 35 hours or more on average for the entire normal year of local company operations." References to jobs herein have the same meaning as in the above-mentioned regulations. That is, references are to the monthly average number of full-time employees in a taxable year, which shall be determined by counting, for each month of the taxable year, the total number of full-time employees 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, adding the monthly totals of full-time employees, and dividing the result by the number of months the business enterprise was in operation during the taxable year. Notwithstanding anything to the contrary herein, jobs created by a third-party logistics provider or employment services company at the direction of the Company that otherwise meet the definition of a full-time job set forth above shall count hereunder as jobs created by the Company.

EXHIBIT A

FORM OF ANNUAL CERTIFICATION

[DATE]

Coweta County Development Authority
25 Jefferson Street
Newnan, Georgia 30265
Attn: Chairman

Re: 20__ ANNUAL REPORT - Incentives and Reimbursement Agreement (the “Agreement”) between Coweta County, the Board of Tax Assessors of Coweta County, the Coweta County Development Authority, and NYCO America LLC regarding the capital project located in Newnan, Georgia

Dear _____:

This letter shall serve as the 20__ Annual Certification, as required under the Agreement.

[The monthly average number of full-time jobs at the Project during 20__ was _____. The Jobs Goal is ___ jobs. The Jobs Shortfall for 20__ is ___ jobs. The Jobs Shortfall Percentage is ____%.]

OR

[The monthly average number of full-time jobs at the Project during 20__ was _____. The Jobs Goal is ___ jobs; therefore the Jobs Goal has been met and satisfied.]

Tax Recovery Payment

The Jobs Shortfall Percentage for 20__ is ____%. (IF THE JOBS SHORTFALL PERCENTAGE IS MORE THAN 20% AND A TAX RECOVERY PAYMENT IS DUE, THAT PAYMENT SHOULD BE CALCULATED HERE]

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

Sincerely,