

AGREEMENT THIS AGREEMENT (this “Agreement”) made this ___ day of _____, 201_ (the “Effective Date”) by and between BALTIMORE COUNTY, MARYLAND, a body corporate and politic of the State of Maryland (“County”), and TRADEPOINT ATLANTIC, LLC, a Delaware limited liability company (“TPA”).

INTRODUCTORY STATEMENT

A. TPA owns approximately 3,250 acres of real property and improvements thereon located in Baltimore County (“Property”). The Property is the location of one of the largest brownfields redevelopment projects in the United States, which involves the establishment of a multi-modal business park and logistics hub, commonly known and referred to as Tradepoint Atlantic (the “Project”).

B. TPA has requested financial assistance from the County with respect to the design, construction, installation, improvement, and development of certain roads, streets, and related infrastructure within the Property (“Road Infrastructure”), which Road Infrastructure will facilitate the development of the Property, enhance the County’s tax base, and promote job growth and economic development within the County.

C. To assist TPA in the funding of the design and construction of the Road Infrastructure, the County is willing to reimburse TPA for the cost of the Road Infrastructure by assigning a portion of the State Reimbursement (as defined below) applicable to the Project to TPA, in accordance with the provisions set forth below.

D. TPA has also requested financial assistance from the County with respect to the design, construction, installation, improvement, and development of water and sewer lines and related

infrastructure within the Property (“W/S Infrastructure,” and together with the Road Infrastructure, the “Infrastructure”), which W/S Infrastructure will facilitate the development of the Property, enhance the County’s tax base, and promote job growth and economic development within the County.

E. To assist TPA in the funding of the design and construction of the W/S Infrastructure, the County agrees to make funds available, on a reimbursement bases from 25601820.1

11/02/2018

G. The scope of the W/S Infrastructure will be described in a multi-year public water and sewer construction contract (the “W/S Contract”) between the parties. TPA and the County Administrative Officer shall diligently negotiate and use all commercially reasonable efforts to finalize, execute and deliver the W/S Contract expeditiously, on terms mutually agreeable to the parties. By executing and delivering this Agreement, the County is authorizing and requiring the negotiation, execution and delivery of the W/S Contract as a multi-year construction contract. Certain portions of the W/S Infrastructure (the “Completed W/S Infrastructure”), have been completed as of the date hereof, and shall be defined as such in the W/S Contract. The Completed Road Infrastructure and the Completed W/S Infrastructure are herein collectively referred to as the “Completed Infrastructure”.

H. Certain portions of the Infrastructure have not yet been designed, and other portions have been designed and have either been partially constructed, or have been designed but construction has not yet commenced. All Road Infrastructure other than Completed Road Infrastructure shall be referred to as the “Remaining Road Infrastructure”. All W/S

Infrastructure other than the Completed W/S Infrastructure shall be referred to as the “Remaining W/S Infrastructure”, and together with the Remaining Road Infrastructure, the “Remaining Infrastructure”.

I. In addition, the County will need to construct a new fire station and police substation to meet the needs of TPA’s proposed development of the Property. TPA agrees to make certain land available to the County for this and other governmental uses, at no cost to the County, in accordance with the terms hereinafter set forth. TPA acknowledges that the County would not have a need to construct a new fire station or police substation, but for TPA’s proposed improvements to the Property, and that the County’s agreement to construct such facilities constitutes good and valuable consideration for TPA to make such additional land available to the County upon the terms set forth herein.

J. The parties enter into this Agreement to set forth their understandings regarding the design and construction of the Remaining Infrastructure, the County funding of certain costs of the Infrastructure, the public dedication of the Infrastructure, and the leasing of additional land to the County, all upon the terms and conditions set forth herein.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the foregoing Introductory Statement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and TPA hereby enter into this Agreement as follows:

1. Introductory Statement. The Introductory Statement forms an integral part of this Agreement and is hereby incorporated by reference. 25601820.1 11/02/2018 2. Construction Contracts.

(a) Promptly after approval of this Agreement by the Baltimore County Council, the parties will enter into the Roads Contract and the W/S Contract (collectively, the “Contracts”), which shall incorporate the County’s Department of Public Works February 2000 “Standard Specifications for Construction and Materials” and “Standard Details for Construction” and any and all revisions thereto, to the extent applicable, and shall contain scopes of work prepared jointly by TPA and the County.

(b) The Contracts will include, among other things, obligations of TPA to:

1. Utilize subcontractors from the County’s prequalified lists, except as otherwise approved by the Director of the Department of Public Works (“DPW”);
2. Enter, or cause its project manager to enter, into separate contracts for subcontracts for reimbursable work, not combined with non-reimbursable work (provided, however, that the parties acknowledge that the Completed Infrastructure was performed pursuant to contracts that did combine both reimbursable and non-reimbursable work, and that that fact alone shall have no effect on the County’s obligation to reimburse TPA for such Completed Infrastructure as otherwise set forth herein);
3. Require TPA to ensure that there is Minority Business Enterprise (“MBE”) and Women’s Business Enterprise (“WBE”) participation in the W/S Infrastructure project of at least 15% of the lesser of (i) the W/S Infrastructure Cap (hereinafter defined), or (ii) the amount invoiced to the County for the W/S Infrastructure, and TPA shall use commercially reasonable efforts to obtain MBE and/or WBE participation of 25% of the W/S Infrastructure Cap, it being

understood that such requirement shall apply to the W/S Infrastructure work as a whole but not to each phase individually;

4. Require TPA to ensure that there is MBE and WBE participation in the Roads Infrastructure project of at least 15% of the lesser of (i) the Roads Reimbursement funding actually received by TPA or (ii) the Road Reimbursement Cap (hereinafter defined), and TPA shall use commercially reasonable efforts to obtain MBE and/or WBE participation of 25% of the Road Reimbursement Cap, it being understood that such requirement shall apply to the Road Infrastructure work as a whole but not to each phase individually; 25601820.1 11/02/2018

5. Construct the W/S Infrastructure and Roads Infrastructure in accordance with the standards and specifications as set forth in the W/S Contract and the Roads Contract, respectively;

6. Obtain the approval of the County's Department of Public Works of all materials before installation (which the parties acknowledge shall be achieved as part of the County's review and approval process for the plans and specifications submitted to the County by TPA in connection with the Infrastructure);

7. Cause the contractors retained by TPA under the Roads Contract and W/S Contract to provide the County with payment and performance bonds equal to one hundred percent (100%) of the contract price of each such contract, as per the County's normal process for County capital projects, provided, however, that in the event that any contractor retained by TPA cannot obtain such payment and performance bonds, then TPA shall obtain a letter of credit in favor of the County, or other security reasonably acceptable to the County, in an amount equal to the difference between the value of the bonds obtained by such contractor, if

any, and the total contract value of the Roads Contract or the W/S Contract, as the case may be; 8. Provide the County with as built drawings and operations manuals consistent with TPA's obligations under the Roads Contract and the W/S Contract;

9. If the construction contract is to be entered into by a subsidiary of TPA, then TPA shall provide completion and environmental guarantees to the County.

3. Reimbursement of Road Infrastructure Costs. (a) The County agrees to pay for certain construction costs actually incurred up to a cap of \$34,000,000 (the "Roads Reimbursement Cap") by TPA and its affiliates in connection with the design, construction and development of the Road Infrastructure (collectively, the "Eligible Road Expenses"), as follows:

- Construction hard costs including general conditions and fees;
- Costs of payment and performance bonds;
- Design fees;
- The following soft costs incurred by TPA:
 - o Engineering and design services, to include planning and revisions of any nature of Costs associated with obtaining permits
 - o Inspection or assurance services
 - o Environmental monitoring and planning 25601820.1 11/02/2018
 - o Materials testing
 - o Surveying and recordation

o County Phase II review fees

o Costs associated with issuance of sureties

• Permit costs, including: o Application fees; o Consultant fees to prepare applications, attachments, etc.;

• Material testing for quality assurance; and

• The costs of insurance obtained by TPA.

(b) The parties acknowledge that (i) the Property meets the requirements of an “enterprise zone” (“Enterprise Zone”) under § 5-704(a) of the Economic Development Article of the Annotated Code of Maryland (“Economic Development Article”) and the Secretary of the Maryland Department of Business and Economic Development has designated the Property as an Enterprise Zone pursuant to § 5-704(b) of the Economic Development Article, (ii) TPA is a “business entity” within the meaning of § 5-701

(c) of the Economic Development Article, and (iii) the Property constitutes “qualified Property”, and is thus entitled to the special property tax credit (“Tax Credit”) described in § 9-103 of the Tax-Property Article of the Annotated Code of Maryland (“Tax-Property Article”).

(c) Pursuant to § 9-103(d) of the Tax-Property Article, the amount of the Tax Credit is calculated based on an amount equal to a percentage of the amount of property tax imposed on the eligible assessment of the qualified property, as follows: 1. 80% in each of the first five (5) taxable years following the calendar year in which the property initially becomes a qualified property; 2. 70% in the sixth (6th) taxable year; 3. 60% in the seventh (7th) taxable year; 4. 50%

in the eighth (8th) taxable year; 5. 40% in the ninth (9th) taxable year; and 6. 30% in the tenth (10th) taxable year.

(d) Pursuant to § 9-103(h) of the Tax-Property Article, as provided in the State of Maryland budget, the State shall remit to each county or municipal corporation an amount equal to one-half (1/2) of the funds that would have been collected if the Tax Credit had not been granted ("State Reimbursement").

(e) TPA shall provide invoices and other documentation required by the County to verify the costs incurred with respect to the Roads Contract. The accepted final sum shall be paid from seventy five percent (75%) of the Enterprise Zone reimbursements, if any, received from the State of Maryland, and the County shall be entitled to retain the other twenty five percent (25%) of any and all such reimbursements received. The County acknowledges that the State Reimbursement shall be funded to the County on the basis of requests submitted by the County to the State of Maryland on an annual basis, and the County agrees to submit such annual requests to the State of Maryland for such reimbursements at the time and in the manner required by the State of Maryland. The County shall promptly reimburse TPA for Eligible Road Expenses 25601820.1 11/02/2018 for which invoices have been submitted and approved by the County following the County's receipt of the State Reimbursement or any portion thereof, provided however that TPA and the County shall confirm in writing the timing and procedure for such payments within a commercially reasonable time following the execution and delivery of this Agreement. Any remaining enterprise reimbursements following payment in full shall belong to the County. In the event no reimbursements are received, or reimbursements are less

than the total amount incurred by TPA, the County shall have no obligation to pay such sums from any other source. 4. Reimbursement of W/S Infrastructure Costs.

(a) The County agrees to pay, solely from its Metropolitan District funds, for certain construction costs actually incurred up to a cap of \$44,000,000 (the “W/S Reimbursement Cap”), for certain costs incurred (and to be incurred) by TPA and its affiliates in connection with the design, construction and development of the W/S Infrastructure (collectively, the “Eligible W/S Expenses”), as follows:

- Construction hard costs including general conditions and fees;
- Costs of payment and performance bonds;
- Design fees;
- The following soft costs incurred by TPA:
 - o Engineering and design services, to include planning and revisions of any nature
 - o Costs associated with obtaining permits
 - o Inspection or assurance services
 - o Environmental monitoring and planning
 - o Materials testing
 - o Surveying and recordation
 - o County Phase II review fees

o Costs associated with issuance of sureties

- Permit costs, including: o Application fees; o Consultant fees to prepare applications, attachments, etc.;

- Material testing for quality assurance; and

- The costs of insurance obtained by TPA.

(b) TPA shall submit to the County, on regular intervals but not more often than monthly, invoices for Eligible W/S Expenses actually incurred in accordance with the Draw Schedule incorporated into the W/S Contract (as defined in the W/S Contract), and the County shall endeavor to remit payments for approved invoices within thirty (30) days after the County's approval of such invoices, not to exceed the W/S Reimbursement Cap.

(c) Notwithstanding anything to the contrary herein or in the W/S Contract, the County acknowledges that TPA plans to submit its invoice for reimbursement, together with backup documentation demonstrating actual expenditures of eligible costs incurred in the amount of Four Million One Hundred and Eighty-Four Thousand Four Hundred and Ninety Dollars (\$4,184,490) 25601820.1 11/02/2018 for the Completed W/S Infrastructure promptly after the date of this Agreement, and the County shall endeavor to pay same (subject to approval of the reimbursements requested in such invoice by the County's Department of Public Works in accordance with its standard review and approval process) within thirty (30) days of approval.

5. Land.

(a) After completion of construction of the Roads Infrastructure and the W/S Infrastructure or any portion thereof, and acceptance of the same by the County, TPA will dedicate:

(i) the land for rights-of-way accompanying the Roads Infrastructure; and (ii) any W/S Infrastructure that is not otherwise located within the rights-of-way for the Roads Infrastructure ((i) and (ii) collectively being the “Dedications”), which Dedications shall be made either in fee simple or via easement, as the parties may mutually agree. The Dedications shall be made using forms that conform to the Baltimore County Right of Way Forms Manual and shall be submitted to and processed and recorded by the County’s Real Estate Compliance Bureau on a commercially reasonable timeline agreeable to both parties for each portion of the Infrastructure. The parties specifically anticipate that the portions of the Infrastructure will be constructed/installed at different times throughout the duration of the Project and that the Dedications for each such portion will be submitted, processed, and recorded on a “rolling basis” and within a commercially reasonable time after completion of construction/installation for each such portion. Upon recordation of each of the Dedications, the County shall thereafter be required to maintain, repair and replace such Infrastructure.

(b) TPA acknowledges that the County entered into a lease with Bethlehem Steel Corporation dated January 1, 2001, (as amended by a First Amendment dated October 6, 2008) (collectively, the “Lease”) wherein, among other things, the County leased certain parcels of land identified therein including Parcel 3A South, containing approximately 8.129 acres. The lease is for a term of 25 years with the right of the County to extend the term for two successive terms of 25 years

each. The Lease provides that the County shall pay no monetary rent. Parcel 3A South is used by the County for the construction, use, operation, repair and maintenance of (a) a fire academy, (b) facilities for the housing of fire vehicles (including the paramedic engine and cardox truck that serves the plant),

(c) maintenance and storage facilities, including a salt barn, for use by the County's (i) Department of Recreation and Parks, and (ii) DPW, (d) necessary appurtenances, and (e) a public safety radio tower and associated equipment shelter for public safety purposes.

(c) TPA agrees to enter into a second amendment to the Lease:

(i) Agreeing to be bound by the terms thereof, except as amended by the second amendment;

(ii) Leasing to the County 100 acres of developable land contiguous to Parcel 3A South (or such other location mutually agreeable to the parties) for use by the County to expand and replace its fire academy and build a police substation and fire station and for use by the County for recreational fields and a multi-purpose center improvement(s) (the "Additional County Parcel");

(iii) Amending, as necessary, the terms of the Lease to incorporate provisions applicable to the parties' obligations with respect to easements, maintenance, utilities, roads and the 2014 25601820.1 11/02/2018 environmental regulatory agreements applicable to the Property (MDE Administrative Consent Order, and US EPA Settlement Agreement and Covenant Not To Sue), along with such other obligations as the parties may mutually agree upon.

(d) Notwithstanding anything to the contrary in this Agreement or the Contracts, the County agrees that it shall coordinate all work performed by the County in connection with the Additional County Parcel with the work to be performed by TPA and its contractors under the

Roads Contract and W/S Contract, as reasonably requested by TPA in order to avoid delays and additional costs in the performance of the Infrastructure work.

6. Intentionally Omitted.

7. Fiber Optics.

The parties agree to enter into discussions to permit the County to install unlit fiber in its duct banks or along TPA's roadbeds. Any agreement will be memorialized in a separate agreement.

8. Representations and Warranties by County. The County represents and warrants to TPA as follows:

(a) Authority/Consent. The County possesses all requisite power and authority, and has taken all actions required by the Code, County Charter, and applicable law, to execute and deliver this Agreement and consummate the transactions contemplated by this Agreement.

(b) No Conflicts. The execution and delivery of this Agreement by the County and the consummation by the County of the transactions contemplated hereby will not:

(i) violate any judgment, order, injunction, or decree to which the County is subject, or (ii) conflict with, result in a breach of, or constitute a default under the Code or County Charter or any agreement or instrument to which the County is a party or by which the County is bound.

9. Representations and Warranties by TPA. TPA represents and warrants to the County as follows:

(a) Organization. TPA is duly formed, validly existing, and in good standing under Delaware law and is in good standing and qualified to transact business in Maryland.

(b) Authority/Consent. TPA possesses all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement.

(c) No Conflicts. The execution and delivery of this Agreement by TPA and the consummation by TPA of the transactions contemplated hereby will not:

(i) violate any judgment, order, injunction, or decree to which TPA is subject, or

(ii) conflict with, result in a 25601820.1 11/02/2018 breach of, or constitute a default under the organizational documents of TPA or any agreement or instrument to which TPA is a party or by which TPA is bound.

10. Certain Covenants of the County.

(a) The County agrees that it shall take all actions reasonably required, and within its control, to maintain the status of the Property as (or as part of) an Enterprise Zone, including without limitation timely seeking all extensions of the duration of the Enterprise Zone.

(b) The County shall promptly process all Enterprise Zone tax credit applications submitted for all projects on the Property.

11. Default; Termination. If any material default by a party occurs hereunder and such default is not cured by the defaulting party within the notice and cure periods provided herein or in the applicable contracts, or if no notice and cure periods are provided herein or therein for a particular default, then within thirty (30) days after delivery of notice of default to the

defaulting party (an “Event of Default”) then the non-defaulting party, shall have, in addition to the rights and remedies set forth in the applicable Contracts (which shall be the parties’ exclusive remedies with respect to the construction of the Infrastructure (as opposed to the funding thereof)), all rights and remedies available at law or in equity, including, but not limited to specific performance.

12. Notices. All notices, demands, and requests that may be given or that are required to be given by either party to the other party under this Agreement must be in writing. All notices, demands, requests, or other communications required or permitted to be given hereunder must be sent

(a) by hand delivery,

(b) by a recognized overnight courier service, or

(c) by electronic mail with a confirmation copy delivered by another method set forth in this Section (facsimile numbers are given for convenience for non-formal communications only). All such notices, demands, requests, or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day that is not a Business Day or is required to be delivered on or before a specific day that is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day. The addresses for proper notice under this Agreement are as follows:

If to the County: Mr. Fred Homan Administrative Officer Historic Courthouse 400 Washington Avenue Towson, Maryland 21204 Email: fhoman@baltimorecountymd.gov With a concurrent

copy to: Michael E. Field County Attorney Historic Courthouse 400 Washington Avenue Towson, Maryland 21204 25601820.1 11/02/2018 Email: mefield@baltimorecountymd.gov

If to TPA: Tradepoint Atlantic, LLC Attention: Mr. Aaron Tomarchio 1600 Sparrows Point Boulevard Baltimore, Maryland 21219 Email: atomarchio@tradepointatlantic.com With a concurrent copy to: Venable LLP Attention: Kevin L. Shepherd, Esquire Suite 900 750 East Pratt Street Baltimore, Maryland 21202 Email: klshepherd@venable.com Either party may from time to time by written notice to the other party designate a different address or addresses for notices. Notices given on behalf of a party by its attorneys in the manner provided for in this Section shall be considered validly given.

13. Dispute Resolution. In the event of any claim or dispute among the parties relating to the Agreement, the parties shall work together diligently and in good faith to resolve such dispute. If any such dispute cannot be timely resolved despite such good faith efforts, then prior to taking any action to terminate this Agreement or otherwise enforce any rights or remedies available pursuant to this Agreement, the parties shall follow the dispute resolution process set forth in the Contracts.

14. Environmental Indemnity. The Contracts shall contain an environmental indemnification requirement.

15. Payment and Performance Bonds/Guaranty. TPA shall provide the payment and performance bonds required in the Contracts, as more fully described in paragraph 2(b)7 above ("Contract Bonds"). TPA shall deliver the requisite Contract Bonds for each Contract to the County prior to the commencement of any work under such Contract. In the event an entity

other than TPA enters into the Roads Contract and/or the W/S Contract, TPA shall provide the County with a completion guaranty.

16. Miscellaneous.

(a) Improvements to be Owned by County. As it has been agreed that upon completion of the Infrastructure in accordance with the requirements of the Contracts, such Infrastructure will be dedicated to the County, it is acknowledged that all portions of the Infrastructure funded by the County, including without limitation, all plans, contracts and improvements issued to, entered into and/or held by TPA with respect thereto shall, in advance of the dedication to the County, be deemed to be held for the benefit of the County. 25601820.1 11/02/2018

(b) Further Assurances. Each party agrees to execute and deliver such further reasonable documents and to do such further reasonable acts or things as may be requested by any other party, at the requesting party's sole cost and expense, provided that such documents or acts are reasonably necessary in order to effectuate the intent of this Agreement. No party shall unreasonably withhold, condition, hinder or delay the execution and delivery of any document, the performance of any act or the granting of any consent or approval that such party is required by this Agreement to perform or to grant, as the case may be, unless this Agreement provides that such performance or consent may be performed or granted in the sole discretion of the party in question.

(c) Captions. The captions used in connection with the Sections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

(d) Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) Controlling Law; Submission to Jurisdiction. This Agreement will be construed under, governed by and enforced in accordance with the laws of the State of Maryland (without reference to conflicts of laws principles). Any claim, action, suit, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in the courts of the State of Maryland, and each of the parties hereto hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom in any such claim, action, suit, or proceeding) and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum.

(f) No Rule of Construction. The County and TPA have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both the County and TPA, and no rule of construction will be invoked respecting the authorship of this Agreement.

(g) Severability. In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained

herein; provided, however, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it

(a) valid, and

(b) consistent with the intent of the original provision. (h) Business Days. For purposes of this Agreement, "Business Day" means any day on which business is generally transacted by the County. If the final date of any period that is set out in any paragraph of this Agreement falls upon a day that is not a Business Day, then, and in such event, the time of such period will be extended to the next Business Day. 25601820.1 11/02/2018 (i) Counterparts and Acceptance of Offer. This Agreement may be executed in multiple counterparts (which counterparts may be executed by facsimile or PDF) that shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party. Acceptance, for purposes hereof, shall mean that each party is in physical possession of a fully-signed counterpart copy or original of this Agreement. [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK] 25601820.1 11/02/2018 IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date first written above. WITNESS: BALTIMORE COUNTY,

MARYLAND _____ By: _____ Fred

Homan Administrative Officer APPROVED FOR FORM AND LEGAL SUFFICIENCY* (Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

_____ OFFICE OF THE COUNTY ATTORNEY *Approval of Legal

Form and Sufficiency (Does Not Convey Approval or Disapproval of Substantive Nature of

Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-

Approval.) Reviewed and Recommended for Approval: Reviewed and Recommended for

Approval: _____ Steve

Walsh, Director Keith Dorsey, Director Department of Public Works Office of Budget and

Finance BALTIMORE COUNTY COUNCIL By: _____ Chairman

[Signatures continued on next page] 25601820.1 11/02/2018 WITNESS: TRADEPOINT ATLANTIC,

LLC, a Delaware limited liability company _____

By: _____ (SEAL) Name: _____

Title: _____