

forgiveness of the Note for the Facility, and (e) the leasing of the equipment to be acquired by the IDB for use by AMI or an AMI Designee at the Facility (the "Equipment"), to AMI pursuant to a lease (the "Equipment Lease"), with a nominal (\$1.00) purchase option (plus any other amounts then due under the Equipment Lease) exercisable at any time by AMI or the AMI Designee. Each of the documents referenced above, including the Facility Lease, Equipment Lease and Notes, as well as all other documents relating thereto, shall be in a form reasonably acceptable to each of the parties hereto and shall be subject to the approval thereof by the respective governing bodies of each of the parties hereto. Upon the proper approval of the governing bodies of the parties hereto of such documents, the parties will enter into the respective documents to which such parties are parties on such date as is selected by AMI that is reasonably acceptable to the IDB, but in any event on or before December 31, 2020.

2. The IDB acknowledges the existence of certain recognized environmental conditions on the Property as identified in the Phase I Environmental Site Assessment prepared by S&ME, Inc. for Python Meteor & AMI Investment Holdings L.L.C., dated October 13, 2015 (the "Phase I Report"). Specifically, the Phase I Report identified the following recognized environmental conditions: (i) 1- and 5-gallon containers of paints and petroleum products in and around the barn and storage building on the Property; and (ii) a fuel pump/dispenser located at the southwest corner of the barn (the "RECs"). The IDB agrees to cause the RECs to be removed or remediated, as applicable, at the IDB's expense in a manner reasonably acceptable to the Company. The Company agrees to provide the IDB with reasonable access to the Property to conduct such removal and remediation activities upon no less than twenty-four (24) hours' prior notice.

3. The Facility Lease shall provide that AMI shall pay to the IDB the amount necessary to pay all required debt service on the Note to the holder thereof. AMI may request that the Blount Parties permit an entity other than AMI, including an affiliate of AMI, to be the lessee under the Facility Lease or Equipment Lease or to acquire the Notes, with any such entity being referred to herein as an "AMI Designee." Any AMI Designee, if approved, shall be permitted to sublease the Facility and/or the Equipment to AMI. The Blount Parties will consent to the involvement of an AMI Designee as described above provided that (i) the Blount Parties are satisfied that the arrangement will still achieve the economic development purposes described in this Agreement, and (ii) all documents relating to the involvement of the AMI Designee shall be in a form reasonably acceptable to the Blount Parties. The Property and the Facility to be constructed thereon is expected to be the first phase of construction being undertaken by AMI or an AMI Designee ("Phase 1"). It is possible that AMI or an AMI Designee will be able to undertake an expansion of its operations on adjacent property to the Property ("Phase 2"), in which event AMI or an AMI Designee may request that the IDB provide comparable incentives for such Phase 2 as

AMI or an AMI Designee shall be deducted from AMI or the AMI Designee In Lieu of Tax Payments next due until such time as the full amount of Leasehold Taxes actually paid by AMI or the AMI Designee during the term of the Facility Lease shall have been deducted from AMI or the AMI Designee In Lieu of Tax Payments.

(d) **Definitions.** In addition to the words and terms elsewhere defined in this Agreement, the following terms as used herein shall have the following meaning:

(i) "Applicable Ad Valorem Taxes" means any ad valorem taxes that, but for ownership of the Project by the IDB, would have been due and payable by AMI or an AMI Designee to the County and to the City with respect to the Project pursuant to applicable laws.

(ii) "Facility Year" means as to the property leased pursuant to the Facility Lease, the calendar year following the date when the Property is conveyed to the IDB and leased back to AMI or an AMI Designee pursuant to the Facility Lease. The first Facility Year shall not be later than the calendar year after when the Facility is placed in service. The IDB shall not be required to provide any tax abatement for the Property, the Facility, or the Equipment unless the Facility is placed in service by December 31, 2019 (unless the IDB agrees to an extension), with the first Facility Year being the 2020 calendar year.

(iii) "Operations Year" means a calendar year following the year in which a piece of Equipment was first placed in service at the Project. The numerical qualifier after the term "Operations Year" indicates the number of a given Operations Year in the sequence of calendar years following the year in which the applicable piece of Equipment was first placed in service at the Project. For example, for Equipment placed in service during calendar year 2020, Operations Year 1 is calendar year 2021, and Operations Year 2 is calendar year 2022. There shall be no tax abatement under this agreement for Equipment first placed in service after December 31, 2020 (unless the IDB grants a new incentive agreement as to that Equipment).

4. To assist AMI or Python Meteor Holdings Inc. ("Python Meteor"), the parent company of AMI, in paying for the cost of constructing the Facility, the State of Tennessee Department of Economic and Community Development ("ECD") has approved making a \$4,770,000 grant to the IDB with respect to Phase 1, as set forth in a certain letter, dated October 15, 2015 (if Phase 2 is undertaken, then such grant amount is expected to be increased to \$6,050,000), subject to final approval by the State Funding Board (the "ECD Grant"). The Blount Parties agree to take all additional steps that may be reasonably required of them to access such ECD Grant funds, and to use the proceeds thereof to

construction and equipment purchases on the property, subtracted from \$200,000,000, and the denominator shall be \$200,000,000. This fraction shall be multiplied by \$11,325,000 and then multiplied by 50%, and the resulting amount shall be owed by AMI to the IDB.

As an example, if AMI invests only \$100,000,000 in site work, building construction and equipment purchases on the property, then the sum of \$100,000,000 shall be subtracted from \$200,000,000, which shall be the numerator of the fraction, and the denominator of the fraction would be \$200,000,000. Therefore, the resulting fraction would be one-half (1/2), which shall then be multiplied by 50% and then multiplied by \$11,325,000, and this shall be the amount owed by AMI to the IDB. AMI shall furnish to the Partnership invoices for AMI's expenditures for site work, building construction and equipment purchases on the Property, so that the Partnership may determine the total investment made by AMI for site work, building construction and equipment purchases.

9. AMI agrees to employ at the Facility at least 477 employees at an average salary and benefits of \$43,800 per year as of December 31, 2020. In the event that AMI does not employ at least 477 new employees with an average salary and benefits of \$43,800 per year as of such date, AMI shall pay to the IDB a percentage of the value of Property, as stipulated above. The percentage shall be determined by a fraction with the numerator being the actual number of employees of AMI as of such date with an average salary and benefits of \$43,800 subtracted from 477. The denominator shall be 477. This fraction shall be multiplied by the sum of \$11,325,000 and then multiplied by 50%, and the resulting amount shall be owed by AMI to the IDB. AMI shall furnish the Partnership documentation relating to the employees of AMI to demonstrate compliance with this obligation.

10. In addition to the foregoing requirements, if AMI or an AMI Designee has not commenced construction of the Facility on the Property within two (2) years of the date of this Agreement, AMI, at the option of the Board, shall either (i) pay to the IDB the value of the Property stipulated above or (ii) convey the Property to the IDB free of any liens created after the date of conveyance to AMI.

11. The Blount Parties agree to cause electric, water and sewer utilities in size and scope reasonably sufficient to serve the Facility to be available at the boundary of the Property, or such other locations as AMI may approve in writing. The Blount Parties agree to use their best efforts in assisting AMI to arrange for other utilities, such as natural gas and fiber optic service, to be made available to AMI at the Facility, but the Blount Parties shall not be required to pay any costs in connection with the installation thereof.

12. The Blount Parties agree to use their best efforts to cause the City or State of Tennessee Department of Transportation ("TDoT") to provide the improvements to

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the proper persons thereunto duly authorized, all on the date first above written.

THE INDUSTRIAL DEVELOPMENT
BOARD
OF
OF BLOUNT COUNTY AND THE CITIES
MARYVILLE AND ALCOA, TENNESSEE

By: [Signature]
Title: CHAIRMAN

BLOUNT PARTNERSHIP

By: [Signature]
Title: CHAIRMAN

AMI INVESTMENT HOLDINGS L.L.C.

By: [Signature]
Title: MEMBER FOR FUTURE INVESTOR
HOLDING ITS PROPORTION
ONE

AS