

**FIRST AMENDMENT TO THE
ECONOMIC DEVELOPMENT GRANT INCENTIVE AGREEMENT**

THIS FIRST AMENDMENT entered into this 12th day of September, 2016, by and between **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, (COUNTY)** and **LIGNO TECH FLORIDA, LLC, (APPLICANT)**, pursuant to Section 125.045, Florida Statutes, and Article X Sec. 1-181 ff of Nassau County, Florida, Code of Ordinances.

WHEREAS, the parties entered into an Economic Development Grant Incentive Agreement, Contract No. CM2327, dated July 6, 2016, regarding APPLICANT's participation in the County's Economic Development Grant Incentive Program as provided in Section 1-181 of the Nassau County Code of Ordinances; and

WHEREAS, the APPLICANT's project includes the construction, furnishing and operation of a stand-alone industrial facility to be located on property leased by the APPLICANT at 6 Gum Street, Fernandina Beach, Florida 32035, (Parcel: 00-00-31-1840-0000-0000); and

WHEREAS, the applicant has indicated that the implementation date of the minimum of fifty-one (51) jobs will be January 2019 and the capital investment completion date will be January 2019; and

WHEREAS, the parties have determined that the amendment to the Economic Development Grant Incentive Agreement is necessary to allow sufficient time for permitting applications and approval; and

WHEREAS, the parties mutually agree to further amend the Economic Development Grant Incentive Agreement in order to amend Section 5.0 of the Economic Development Grant Incentive Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties do hereto agree that Section 5.0 of the Economic Development Grant Incentive Agreement entered into on July 6, 2016 between the parties shall be amended to read as follows:

1. **5.0 PROJECT DESCRIPTION AND AWARD CONDITIONS**

(a) This project includes the construction, furnishing and operation of a stand-alone industrial facility to be located on property leased by the APPLICANT at 6 Gum Street, Fernandina Beach, Florida, 32035 (Parcel: 00-00-31-1840-0000-0000). The project is more fully described in the General Project Overview which is attached as “Exhibit A” to this AGREEMENT.

(b) In order to remain qualified for the Economic Development Grant Incentive authorized in this AGREEMENT and to avoid sanctions, the APPLICANT must meet the following performance measures:

(1) The total number of new full time equivalent jobs¹ in Nassau County, Florida that the APPLICANT is, or will be, dedicating to this project is at least fifty one (51), and these jobs will be fully implemented by January, ~~2018~~ 2019. The APPLICANT must maintain these jobs for the duration of the period of eligibility as described in Section (c) (4).

(2) The new capital investment (the “eligible investment”) that the APPLICANT will be dedicating to this project is at least \$110 million for the construction, equipping, and furnishing of the industrial facility. The APPLICANT will complete this new capital investment by January, ~~2018~~ 2019.

(c) This project qualifies as a “Tier Two” project under the Economic Development Grant Incentive program.

¹ A “full time equivalent job” means at least 35 hours of paid work per week.

- (1) The APPLICANT may, over a ten year period, receive a refund of a portion of the property taxes paid on the incremental increase in value resulting from the eligible investment.
- (2) The assessed value of the property for the tax year immediately preceding the year in which the eligible investment is made will be the “base year assessed value” for the project.
- (3) The Nassau County Property Appraiser will assess the value of the property for the year in which the eligible investment is made. The difference between that value and the base year assessed value (the “increment”) will be the amount subject to the economic development grant. The dollar amount of taxes subject to the economic development grant shall be determined by multiplying the increment times the county-wide millage set annually by the Board of County Commissioners.
- (4) The ten-year period of eligibility will begin with the tax year in which the assessed value reflects the total value of the eligible investment.
 - (i) In the first through fifth year of eligibility, the APPLICANT may apply for and receive a return of seventy-five percent (75%) of the dollar amount of taxes subject to the economic development grant.
 - (ii) In the sixth through tenth year of eligibility, the APPLICANT may apply for and receive a return of fifty percent (50%) of the dollar amount of taxes subject to the economic development grant.

- (iii) After the tenth year of eligibility, the program will expire.
- (d) The APPLICANT must file an economic development grant application form, available from the Nassau County Economic Development Board (NCEDB), annually during the period of eligibility. All Nassau County *ad valorem* taxes for the grant year must be paid before applying for the economic development grant. The application form must be filed with NCEDB by mail or electronically within sixty (60) days of the APPLICANT's payment of *ad valorem* taxes for the grant year. The application form shall be sent to:

Nassau County Economic Development Board
76346 William Burgess Boulevard
Yulee, FL 32097
Laura@NassauFlorida.com

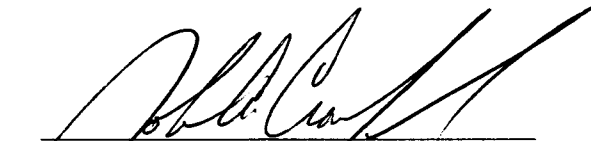
- (e) Performance measures identified in Section (b), above, must be maintained by the APPLICANT for the entire period of grant eligibility in order to receive the full amount of the annual grant. The COUNTY may adjust actual awards accordingly if performance measures are not achieved or maintained.
- (f) The economic development grant shall not be deemed to constitute a debt, liability, or obligation of the county or of the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory limitation, or a pledge of the faith and credit or taxing power of the county or of the State of Florida or any political subdivision thereof, but shall be payable solely from the funds provided for that purpose. The COUNTY shall not be obligated to pay the economic development grant or any installment thereof except from the non-ad valorem revenues or other legally available funds provided for that purpose, that neither the faith and credit nor

the taxing power of the county or of the State of Florida or any political subdivision thereof is pledged to the payment of the economic development grant or any installment thereof, and that the APPLICANT, or any other person whomsoever, shall never have any right, directly or indirectly, to compel the exercise of the *ad valorem* taxing power of the county or the State of Florida or any political subdivision thereof for the payment of the economic development grant or any installment thereof.

2. All other provisions of said Agreement shall remain in full force and effect.

Attest as to Chairman's signature:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



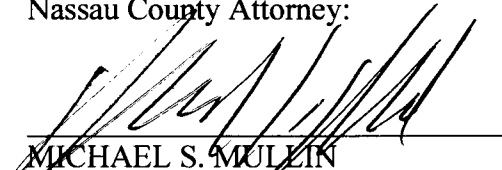
JOHN A. CRAWFORD
Its: Ex-Officio Clerk



WALTER J. BOATRIGHT
Its: Chairman

MES
09.14.16

Approved as to form by the
Nassau County Attorney:



MICHAEL S. MULLIN

LIGNOTECH FLORIDA, LLC



Mark Homans

Title: Manager, Special Projects