

LOCAL PERFORMANCE AGREEMENT

THIS LOCAL PERFORMANCE AGREEMENT (this “**Agreement**”), is made as of this ___ day of _____ 2020, by and among **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia (“**SRRIFA**”); **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “**County**”); the **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation (the “**City**”); the **TOWN OF HURT, VIRGINIA**, a Virginia municipal corporation (“**Hurt**”) and **STAUNTON RIVER PLASTICS, L.L.C.**, a Virginia registered limited liability company and a wholly-owned subsidiary of **RAGE CORPORATION, INC.**, an Ohio corporation authorized to transact business in Virginia (the “**Company**”).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The parties recite the following facts, each of which is incorporated herein and made an integral part of this Agreement:

(a) To stimulate economic growth and development of the community by creating jobs and infrastructure, each of SRRIFA, the County, the City, and Hurt, provides incentives to new and expanding businesses which conduct industrial activity.

(b) The Company has agreed to locate a new state-of-the-art plastics parts manufacturing campus on approximately fifteen (15) acres of land, served by an existing rail spur, located in the Southern Virginia Multimodal Park in Hurt, Virginia (“**SVMP**”), as more particularly described in Schedule 1(b) attached herein and incorporated herein by this reference (the “**Project Site**”). The Project Site is owned by Hurt Partners, LLC, a North Carolina limited liability company, with SRRIFA having an active option on the Project Site. During the Performance Period described below, the Company plans to make new capital equipment investments of at least Thirty-Four Million and 00/100 Dollars (\$34,000,000.00), and create – two-hundred (200) new full-time jobs with an average yearly base wage of at least - Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00), as set forth in this Agreement.

(c) The incentives and assistance provided and described herein are directed to and for the purpose of the project’s manufacturing processes, with the goal of reducing production costs for the Company and resultant purchase prices for their customer, Dispensing Solutions, Inc.

(d) Each of SRRIFA, the County, the City and Hurt is willing to provide those certain incentives to the Company set forth in Section 4 below, provided that the Company satisfies certain criteria relating to employment projections and capital investment as described below.

(e) Each of SRRIFA, the County, the City and Hurt finds that the provisions of this Agreement and the commitments of the Company will promote the expansion of industry by inducing industrial development within the SVMP, and that such development will promote the safety, health, welfare, convenience and prosperity of the citizens of Danville, Virginia, Hurt, Virginia, and Pittsylvania County, Virginia.

2. Definitions. For the purposes of this Agreement, the following terms shall have the following definitions:

(a) **“Agreement”** shall mean this Local Performance Agreement and shall have the same meaning as set forth in the header paragraph.

(b) **“Building”** shall mean a building containing approximately two hundred fifty-thousand square feet (250,000 ft.²) of space to be constructed and located on the Project Site, which the parties hereto agree may be constructed in stages during the Performance Period, provided that when each such stage is complete, the Company shall promptly obtain a Certificate of Occupancy for that portion of the Building completed during each such stage.

(c) **“Capital Investment”** means a capital expenditure by or on behalf of the Company in taxable real property, taxable tangible personal property, or both, at the Project Site. A capital expenditure related to a leasehold interest in real property will be considered to be made **“on behalf of the Company”** if a lease between a developer and the Company is a capital lease, or is an operating lease having a term of at least ten (10) years, and the real property would not have been constructed or improved but for the Company’s interest in leasing some or all of the real property. Only the capital expenditures allocated to the portion of the real property to be leased by the Company will count as Capital Investment. The purchase or lease of furniture, fixtures, machinery and equipment, including under an operating lease, will qualify as Capital Investment hereunder.

(d) **“City”** shall have the same meaning as that term in the header paragraph of this Agreement.

(e) **“Company”** shall have the same meaning as that term in the header paragraph of this Agreement.

(f) **“County”** shall have the same meaning as that term in the header paragraph of this Agreement.

(g) **“Event of Default”** shall have the same meaning as that term is used in Section 7 below.

(h) **“Event of Force Majeure”** shall mean without limitation, any of the following: acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the Commonwealth or any of their respective departments, agencies, political subdivisions or officials, or any civil or

military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery, transmission pipes or canals not caused by the Company; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the Company.

(i) **“Facility”** shall collectively mean the Project Site along with the Building and any other improvements thereon.

(j) **“Government Party”** or **“Government Parties”** shall mean any one or more of SRRIFA, the County, the City or Hurt.

(k) **“Hurt”** shall have the same meaning as that term in the header paragraph of this Agreement.

(l) **“Maintain”**, as it pertains to a New Job, shall mean that the New Job will continue without interruption from the date of creation through the Performance Date. Positions for the New Jobs will be treated as Maintained during periods in which such positions are not filled due to (i) temporary reductions in the Company’s employment levels (so long as there is active recruitment for open positions), (ii) strikes and (iii) other temporary work stoppages not to exceed sixty (60) days.

(m) **“New Job”** shall mean new permanent full-time employment of an indefinite duration at the Facility for which the standard fringe benefits are provided by the Company for the employee, and for which the Company pays an average annual wage of at least Thirty-Seven Thousand and 00/100 Dollars (\$37,000.00), excluding standard fringe benefits (e.g., vacation, paid leave, health insurance, retirement, etc.) that the Company in its sole discretion may provide. Each New Job must require a minimum of either (i) thirty-five (35) hours of an employee’s time per week for the entire normal year of the Company’s operations, which **“normal year”** must consist of at least forty-eight (48) weeks, or (ii) one thousand six hundred eighty (1,680) hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Commonwealth of Virginia, and positions with construction contractors, vendors, suppliers and similar multiplier or spin-off jobs shall not qualify as New Jobs.

(n) **“Performance Date”** shall mean the date that is three (3) years after the issuance date of the first Certificate of Occupancy for the Building or any portion thereof, pursuant to Section 2(b) above.

(o) **“Performance Period”** shall mean that period of time commencing on the issuance date of the first Certificate of Occupancy for the Building or any portion thereof, pursuant to Section 2(b) above, and ending on the Performance Date.

(p) **“Project Site”** shall have the same meaning as that term is used in Section 1(b) above.

(q) **“Recruitment Documents”** shall mean this Agreement and all other documents executed by the Company and any one or more of the Government Parties.

(r) **“State Grants”** shall mean the Commonwealth Opportunity Fund Grant; the Virginia Investment Performance Grant; the Tobacco Region Opportunity Fund Grant; the Tobacco Region Site Improvement Grant; the Virginia State Enterprise Zone Grant; the Virginia Talent Accelerator Program; and the Virginia Industrial Rail Access Program.

(s) **“SRRIFA”** shall have the same meaning as that term in the header paragraph of this Agreement.

(t) **“Tobacco Commission”** shall mean the Virginia Tobacco Region Revitalization Commission, a political subdivision of the Commonwealth of Virginia, as created in Chapter 31 of Title 3.2 of the Code of Virginia, 1950, as amended.

3. Capital Investment and Job Creation by the Company.

(a) \$34M Capital Investment. On or before the Performance Date, the Company shall make Capital Investment in the minimum aggregate amount of Thirty-Four Million and 00/100 Dollars (\$34,000,000.00) on or for the Facility, of which (i) Fifteen Million and 00/100 Dollars (\$15,000,000.00) shall be in real property for the Building and improvements to be located on the Project Site and (ii) Nineteen Million and 00/100 Dollars (\$19,000,000.00) shall be in furniture, fixtures, machinery and equipment.

(b) 200 New Jobs. The Company shall create and employ two-hundred (200) New Jobs on or before the Performance Date and shall Maintain these New Jobs until at least the Performance Date. On May 1 and November 1 of each year during the Performance Period, the Company shall produce and deliver to SRRIFA a New Jobs roster itemizing, at a minimum, each New Job and the base pay (excluding fringe benefits), as described in Section 2(m) above and any other information pertaining to New Jobs as may be reasonably requested by SRRIFA. The Company shall redact from the New Jobs roster any personally identifiable information of its employees. The Company hereby authorizes each of the City Economic Development Director, the County Economic Development Director and the SRRIFA Treasurer or his/her respective designees to obtain and to verify the information contained in the New Jobs roster from the Virginia Employment Commission.

(c) Financial Report. On May 1 and November 1 of each year during the Performance Period, the Company shall produce and deliver to SRRIFA a general financial report on the status of the Company’s business since the date of its opening at the Facility.

4. Funds Extended to or for the Company.

(a) Up to \$590,000.00 SRRIFA Capital Enhancement Grant. SRRIFA shall pay to the Company a SRRIFA Capital Enhancement Grant up to a maximum amount of Five Hundred Ninety Thousand and 00/100 Dollars (\$590,000.00) in the form of up to seventy percent (70%) tax rebates on real property taxes, and machine and tool taxes, over a period of

seven (7) years from the date SRRIFA confirms that the Company has made the entire Capital Investment required by and pursuant to Section 3(a) above.

(b) Up to \$150,000.00 Pittsylvania County Enterprise Zone Grant. The County acknowledges that under the County's Enterprise Zone program, the Company's Capital Investment and creation of New Jobs as contemplated in this Agreement could qualify for up to One-Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) in value in the form of cash payments, commercial building permit fee waivers and development fee waivers. The County shall disburse such grant according to the terms and conditions of its Enterprise Zone program. After this grant is disbursed, this grant is not subject to recapture by the County in the event the Company fails to make the Capital Investment and/or create and Maintain the New Jobs on or before the Performance Date.

(c) State Grant Applications. SRRIFA or other Government Parties shall apply for and accept State Grants as follows:

i. Up to \$500,000 Commonwealth Opportunity Fund Grant. As a condition to and as a part of the application for the Commonwealth Opportunity Fund Grant, SRRIFA and the Company shall enter into a performance grant agreement with the Virginia Economic Development Partnership. If the application for such grant is approved, SRRIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics during a three-year performance period as set forth in such performance grant agreement.

ii. Up to \$300,000 Virginia Investment Performance Grant. As a condition to and as a part of the application for the Virginia Investment Performance Grant, SRRIFA and the Company shall enter into a performance grant agreement with the Virginia Economic Development Partnership. If the application for such grant is approved, SRRIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics during a three-year performance period as set forth in such performance grant agreement.

iii. Up to \$135,000 Tobacco Region Opportunity Fund Grant. As a condition to and as a part of the application for the Tobacco Region Opportunity Fund Grant, SRRIFA and the Company shall enter into a performance grant agreement with the Tobacco Commission. If the application for such grant is approved, SRRIFA shall disburse the funds to the Company upon the Company's satisfaction or achievement of certain performance metrics during a three-year performance period as set forth in such performance grant agreement.

iv. Up to \$500,000 Virginia Tobacco Region Site Improvement Grant. The Facility is located in the Tobacco Region. Pittsylvania County has applied for and received a Tobacco Region Site Improvement Grant from the Virginia Tobacco Commission of Five Hundred Thousand and 00/100 Dollars

(\$500,000.00) for physical improvements to the Project Site. Pittsylvania County shall utilize the grant for the Company's benefit in according to the terms and conditions of the Tobacco Region Site Improvement program or a performance agreement to be entered into among the Company, third-party developer, Pittsylvania County and the Virginia Tobacco Commission.

v. Up to \$728,000 job creation and \$200,000 real property improvement: Virginia State Enterprise Zone Grant. The Facility is located in a Virginia Enterprise Zone. SRRIFA or the County shall apply for a Virginia State Enterprise Zone Grant from the Virginia Department of Housing and Community Development, estimated at up to Seven Hundred Twenty-Eight Thousand and 00/100 Dollars (\$728,000.00) for job creation and up to Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for real property improvements to the Project Site. If such application for such grant is approved, SRRIFA or the County shall disburse the grant to the Company according to the terms and conditions of the Virginia State Enterprise Zone program.

vi. Up to \$532,000 for utilization of the Virginia Talent Accelerator Program. SRRIFA shall assist the Company in applying for grants under the Virginia Economic Development Partnership's Virginia Talent Accelerator Program, estimated at up to Five Hundred Thirty-Two Thousand and 00/100 Dollars (\$532,000.00) for employee training. If such application for such grant is approved, the Virginia Economic Development Partnership (or if allowed by the program, SRRIFA) shall disburse the grant to the Company according to the terms and conditions of the Virginia Talent Accelerator Program.

vii. Up to \$450,000 Virginia Rail Industrial Access Program Grant. SRRIFA shall assist the Company in applying for grants under the Virginia Economic Development Partnership's Virginia Industrial Rail Access Program, estimated at up to Four-Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) for the construction, reconstruction or improvement of all, or a portion of, the rail spur serving the Project Site. If such application for such grant is approved, the Virginia Economic Development Partnership (or if allowed by the program, SRRIFA) shall disburse the grant to the Company according to the terms and conditions of the Virginia Rail Industrial Access Program.

The Company shall reasonably cooperate with the Government Parties in connection with the applications for the State Grants, including without limitation providing financial information about the Company, the Company's planned Capital Investments, and the creation schedule of the New Jobs.

The Government Parties acknowledge that one or more advances of the State Grants could be made by SRRIFA or other Government Party applying for such grants, provided that the advanced disbursements are adequately secured in the sole and absolute determination of such applicant Government Party, in the event that the Company does not meet the performance metrics or other requirements for such State Grant.

5. Capital Investment Report and Unaudited Annual Financial Statements. The Company shall provide a signed report to SRRIFA annually, beginning May 31, 2021, documenting the Company's progress in Capital Investment and in maintenance of the Capital Investment. The Company further agrees that each of the City's Economic Development Director, the County Economic Development Director and the SRRIFA Treasurer or his/her respective designees are authorized to verify all taxable Capital Investment and related information through the Office of the Commissioner of Revenue for the County. Along with the report in this Section, the Company shall provide to SRRIFA (i) unaudited financial statements covering the previous twelve (12) month period, prepared under generally accepted accounting principles (GAAP) as used in the United States of America and (ii) documentation or other information reasonably satisfactory to SRRIFA demonstrating the Company's plans to have sufficient working capital to operate its business for at least the next eighteen (18) months and to meet its required Capital Investment as set forth in this Agreement.

6. Representations and Warranties of the Company. As of the date of this Agreement and continuing until the Performance Date, the Company hereby represents and warrants to each Government Party the following:

(a) The Company, and its parent are validly existing, and in good standing under the laws of the Commonwealth of Virginia and State of Ohio as of the date of this Agreement, and is authorized to transact business in all jurisdictions in which it is required by law, including the Commonwealth of Virginia.

(b) This Agreement, the transactions contemplated herein, and the other Recruitment Documents to be executed by the Company have been or shall have been approved by all necessary company action by the Company; and the persons executing this Agreement and any of the other Recruitment Documents to be executed by the Company have or shall have full and complete authority to execute and deliver the same for and on behalf of the Company.

(c) The execution, delivery, and performance of this Agreement, the other Recruitment Documents, and the consummation of the transactions contemplated hereby and thereby by the Company will not violate, conflict with, or result in any default under, or cause any acceleration of any obligation under, any (i) Articles of Incorporation, Bylaws, or other organizational/formation documents of the Company; (ii) any existing contract, agreement, note, or other document to which the Company is a party, or by which the Company is bound; or (iii) any orders, decrees, or laws of any jurisdiction applicable to and binding upon the Company.

(d) This Agreement and all other Recruitment Documents constitute the legal, binding and enforceable obligations of the Company in accordance with the terms contained herein or therein.

(e) There is no pending or threatened litigation or proceeding against the Company which may materially adversely affect the financial condition, business operations, or business prospects of the Company.

(f) The Company is not in material default with respect to any existing indebtedness incurred by either of them.

(g) All financial statements, certificates, resolutions, and other information or documentation furnished to any one or more of the Government Parties prior to the date of this Agreement by the Company are true, correct, and accurate, and no such information fails to disclose or misrepresents any information which could materially or adversely affect the transactions contemplated in this Agreement; and the Company has not failed to disclose any information which could materially and adversely affect the business or financial condition of the Company.

7. Event of Default. It shall be an Event of Default upon the occurrence of any one or more of the following events:

(a) The occurrence of any material default under this Agreement, or any other Recruitment Document which is not cured within sixty (60) days after written notice to the Company of such default (or if such default cannot reasonably be cured within such sixty (60) day period, then if the Company fails to substantially begin such cure within such sixty (60) day period or fails thereafter to diligently pursue such cure);

(b) The Company discontinues business for a period of sixty (60) days or more, or materially changes the nature of the Company's business;

(c) The Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

(d) The controlling owner of the Company (i) files a petition or has a petition filed against it under the Bankruptcy Code or any proceeding for the relief of insolvent debtors which is not dismissed within sixty (60) days of such filing; (ii) is subject to the entry of an order for relief by any court of insolvency; (iii) makes an admission of insolvency seeking the relief provided in the Bankruptcy Code or any other insolvency law; (iv) makes an assignment for the benefit of creditors; (v) has a receiver appointed, voluntarily or otherwise, for its property; or (vi) becomes insolvent, however otherwise evidenced;

(e) The Company is not in good standing with the Ohio Secretary of State after received at least sixty (60) days written notice;

(f) The Company is not in good standing with the Virginia State Corporation Commission after having received at least sixty (60) days written notice; or

(g) A director, officer or controlling owner of the Company (i) is convicted of a felony, or (ii) is convicted of any other crime involving lying, cheating, stealing, fraud, misappropriation, or other similar acts of dishonesty.

8. Upon Occurrence of an Event of Default. In addition to and not in lieu of any other remedies or relief made available to any one or more of the Government Parties under this Agreement, at law or in equity, upon the occurrence of an Event of Default, irrespective of whether any Government Party has terminated this Agreement, each Government Party (as the case may be) may elect any one or more of the following:

(a) The Government Party may immediately cease to disburse any further payments to or for the Company under this Agreement or the Recruitment Documents;

(b) The Government Party may give written notice to the Company exercising the right to accelerate the Company's obligation to repay its unpaid indebtedness of the Company to that Government Party, declaring the outstanding balance to be immediately due and payable;

(c) The Government Party shall have the right to demand the Company to immediately refund the SRRIFA Capital Enhancement Grant as set forth in Section 4(a)above;

(d) The Government Party shall have the right to demand the Company to immediately refund the unearned portion of the Tobacco Regional Opportunity Fund Grant as set forth in Section 4(c)iii) above;

(e) Upon giving written notice to the Company, the Government Party shall have the right, but not the obligation, to offset any amounts owed by the Government Party against amounts owed or claimed to be owed by the Company; and/or

(f) The Government Party may pursue any and all other remedies available to it under this Agreement, any one or more of the Recruitment Documents or applicable law.

9. Audit and Guideline Requirements. Upon reasonable prior written request, the Company shall allow each of the County's Economic Development Director, the City's Economic Development Director and the SRRIFA Treasurer (or his/her respective designees) reasonable access during regular business hours to all records pertaining to the Company's employment and investment at the Facility, and the Company shall cooperate with SRRIFA in any audit of such records by furnishing all information necessary to verify the Company's performance under this Agreement. In return, each of SRRIFA, the County, the City and Hurt agrees to maintain the confidentiality of any and all proprietary, confidential and/or sensitive information, including without limitation personal payroll earnings or similar information that those Government Parties or its designees may receive or access.

10. Force Majeure. Notwithstanding the foregoing, if the Company does not meet the New Job and Capital Investments requirements because of an Event of Force Majeure, the

Performance Date will be extended day-for-day by the delay in meeting the targets caused by the Event of Force Majeure.

11. Subject to Annual Appropriations. As provided under Virginia law, the obligations of the Government Parties to pay the cost of performing its obligations under this Agreement are subject to and dependent upon annual appropriations being made from time to time by the governing body of such Government Party, for such purpose.

12. Non-waiver. No waiver of any term or condition of this Agreement by any party shall be deemed a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

13. Attorneys' Fees. Each of the parties shall be solely responsible for their respective attorneys' fees in the negotiating, drafting, and execution of this Agreement and any of the transactions contemplated hereby.

14. Other Documents. The parties agree that they shall execute, acknowledge, and deliver all such further documents as may be reasonably required to carry out and consummate the transactions contemplated by this Agreement.

15. Default. In the event that a party to this Agreement incurs attorneys' fees and/or costs in pursuing or defending an alleged breach of this Agreement, the non-prevailing party, in addition to any other remedy, shall be responsible for the reasonable attorneys' fees and costs incurred by the prevailing party. The parties retain all rights at law and in equity to enforce the provisions of this Agreement in accordance with applicable law.

16. Entire Agreement. This Agreement and the schedules hereto contain the entire agreement and understanding of the parties to this Agreement with respect to the transactions contemplated hereby; and this Agreement and the schedules hereto supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

17. Headings. The descriptive headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

18. Notices. Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to SRRIFA:

Staunton River Regional
Industrial Facility Authority
Attn.: Hollye M. Keesee, Secretary
1 Center Street
P.O. Box 426
Chatham, VA 24531

With a copy to:

Jennifer H. Burnett, Esq.
Clement Wheatley
549 Main Street
P.O. Box 8200 (zip code 24543)
Danville, VA 24541

If to the County:

Matthew D. Rowe
Director of Economic Development
1 Center Street
P.O. Box 426
Chatham, VA 24531

With a copy to:

J. Vaden Hunt, Esq.
County Attorney
1 Center Street
P.O. Box 426
Chatham, VA 24531

If to the City:

Corrie T. Bobe
Director of Economic Development
427 Patton Street
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

With a copy to:

W. Clarke Whitfield, Jr., Esq.
City Attorney
427 Patton Street, Room 421
P.O. Box 3300 (zip code 24543)
Danville, VA 24541

If to Hurt:

Town of Hurt, Virginia
Attn: Mayor
533 Pocket Road
P.O. Box 760
Hurt, VA 24563

With a copy to:

J. Johnson "John" Eller, Jr.
Town Attorney
Post Office Box 209
712 Main Street
Altavista, VA 24517

If to the Company:

RAGE Corporation, Inc.
Attn.: Dan Saliaris, President
3949 Lyman Drive
Hilliard, OH 43026-1274

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner provided herein. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate. Copies as set forth in this Section 18 are provided as a courtesy and shall not be required to effectuate notice as provided herein.

19. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties hereby submit to the exclusive jurisdiction of the state court located in Pittsylvania County, Virginia, or the U.S. District Court for the Western District of Virginia (Danville Division), in any action or proceeding arising out of, or related to this Agreement, and the parties hereby agree that all claims in respect of any action or proceeding shall be heard or determined only in either of these courts. The parties agree that a final judgment in any action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in other jurisdictions by suit on the judgment, or in any other manner provided by applicable law related to the enforcement of judgments. If any ambiguity or question of intent or interpretation arises, this Agreement shall

be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any of the provisions of this Agreement.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

21. Amendment, Modification and/or Supplement. The parties may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications, and/or supplement are reduced to writing and signed by the parties or their successors in interest.

22. Gender and Number. Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine, and the singular number to include the plural, and vice versa.

23. Counterparts. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. A facsimile or scanned copy (*.pdf) signature to this Agreement shall have the same effect as an original for all purposes.

24. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

25. Survival. Any termination, cancellation or expiration of this Agreement notwithstanding, provisions which are by their terms intended to survive and continue shall so survive and continue.

26. No Third-Party Beneficiaries. Nothing in this Agreement is intended, nor will be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

27. Due Authorization: The Company represents, warrants and agrees that the execution and performance of this Agreement have been duly approved by all necessary corporate action and are not in violation of any other agreement the Company has with any third parties; and that this Agreement is a valid binding, legal obligation of the Company, enforceable in accordance with its terms.

[SIGNATURES ON THE FOLLOWING PAGES]

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY, a political subdivision of the Commonwealth of Virginia

By: _____
Sherman Saunders, Chairperson

ATTEST:

Hollye M. Keesee
Corporate Secretary
Staunton River Regional Industrial Facility Authority

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____ 2020, by **SHERMAN SAUNDERS**, in his capacity as Chairperson of **STAUNTON RIVER REGIONAL INDUSTRIAL FACILITY AUTHORITY**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

CITY OF DANVILLE, VIRGINIA, a Virginia municipal corporation

By: _____
Kenneth F. Larking
City Manager

ATTEST:

Susan M. DeMasi
City Clerk
City of Danville, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by **KENNETH F. LARKING**, in his capacity as City Manager of **CITY OF DANVILLE, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

COUNTY OF PITTSYLVANIA, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Robert W. Warren, Chairman
Board of Supervisors

ATTEST:

David M. Smitherman
Clerk
Pittsylvania County Board of Supervisors

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by **ROBERT W. WARREN**, in his capacity as Chairman of the Board of Supervisors of **COUNTY OF PITTSYLVANIA, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

TOWN OF HURT, VIRGINIA, a political subdivision of the Commonwealth of Virginia

By: _____
Gary K. Hodnett, Mayor

ATTEST:

Susan Frazier
Town Clerk
Town of Hurt, Virginia

COMMONWEALTH OF VIRGINIA, AT LARGE
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by **GARY K. HODNETT**, in his capacity as Mayor of **TOWN OF HURT, VIRGINIA**, a Virginia municipal corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

WITNESS our signature to this **LOCAL PERFORMANCE AGREEMENT** as of the date first above written:

STAUNTON RIVER PLASTICS, L.L.C., a Virginia limited liability company and wholly-owned subsidiary of **RAGE CORPORATION, INC.**, an Ohio corporation

By: Daniel P Saliaris
Dan Saliaris, President

STATE OF _____
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____ 2020, by **DAN SALIARIS**, in his capacity as President of **RAGE CORPORATION, INC.**, an Ohio corporation, on behalf of such entity.

My commission expires: _____.

Notary Public
Registration No. _____

Schedule 1(b)
(Project Site)