

RESOLUTION NO. 2025-07

A RESOLUTION OF THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY (THE "COUNTY"), AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY AND CARBONCORE INC. (THE "COMPANY"), RELATING TO THE ACQUISITION, CONSTRUCTION, EQUIPPING AND INSTALLATION OF AN INDUSTRIAL PROJECT; AGREEING TO UNDERTAKE THE ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS AT THE APPROPRIATE TIME TO PAY THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING SAID PROJECT AND FACILITIES; AND TAKING OTHER PRELIMINARY ACTION.

WHEREAS, CarbonCore Inc., a Delaware corporation (the "Company"), authorized to do business in the Commonwealth of Kentucky, plans to acquire property in unincorporated Boyd County (the "Property") and develop thereon a sustainable aviation fuel production facility (the "Project"), which Project qualifies as an "industrial project" as provided for in Section 103.200(1)(a) of the Kentucky Revised Statutes, and in this connection it has been determined that the County may assist the Company by issuing bonds for the acquisition, construction, equipping and installation of the Project and by entering into at the appropriate time a lease agreement with reference thereto pursuant to authority of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act"), all in furtherance of the purposes of the Act and the public benefit of the residents and inhabitants of the County; such lease agreement to be upon such terms and conditions as the Act may require and the County may deem advisable; and

WHEREAS, the acquisition, construction, equipping and installation of the Project by the Company will encourage the expansion of commerce in accordance with the public policy of the Commonwealth of Kentucky by promoting the economic development of the Commonwealth of

Kentucky and the County, will relieve conditions of unemployment, will encourage the increase of commerce and will improve the economic welfare of the people of the County; and

WHEREAS, the County is further authorized by the Act to issue bonds, which term under the Act encompasses bonds, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a county or other authority pursuant to the Act, for the purpose of defraying the cost of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act; discussions have occurred between representatives of the Company and the County incident to the issuance of industrial building revenue bonds by the County; the County has agreed with the Company to issue such bonds upon compliance by the Company with certain conditions, requirements and obligations, and subject to the approval of the County of the terms of all agreements, ordinances and other documents required incident to said bond issue; and the County has authorized the Company to proceed with the acquisition, construction, equipping and installation of the Project, subject to reimbursement of the costs of the Project from the proceeds of such bonds, when, as and if issued; and

WHEREAS, based upon an estimate of the costs of the Project, the County proposes to issue its industrial building revenue bonds in one or more series, as determined by the Company and agreed to by the County, in an amount equal to the total capital investment for the project as it may be developed over time (the "Capital Investment") (the "Bonds"), such Bonds to be sold and delivered by the County to pay the costs of the Project, together with costs incident to the authorization, sale and issuance of such Bonds, but with such contributions from the Company as may be necessary; and

WHEREAS, the County proposes to enter into at the appropriate time a lease agreement with the Company with respect to the Project, whereby the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds, together with all trustee and paying agents' fees in connection with the Bonds as the same become due and payable; the liability of the Company under this instrument or any other instrument related to the issuance of the Bonds shall be limited to its interest in the Project to be financed thereby and no party shall have the right to obtain payment from the Company or from any assets of the Company other than such Project; and

WHEREAS, it is deemed necessary and advisable that a Memorandum of Agreement between the County and the Company be executed setting forth the preliminary agreements of the parties with respect to the acquisition, construction, equipping and installation of the Project, the issuance of the Bonds to defray the costs thereof, and the payments to be made by the Company with respect to the Project; and

NOW, THEREFORE, BE RESOLVED BY THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found, determined and declared that (i) the recitals set forth in the preamble to this Resolution, which are incorporated in this Section by reference, are true and correct; (ii) the total amount of money necessary to be provided by the County for the acquisition, construction, equipping and installation of the Project to be financed by the Bonds, in one or more series of Bonds, will be in the approximate amount of the Capital Investment, with the understanding that Bonds will be issued to finance the total capital investment of the Project; (iii) the Company has represented that it will have sufficient financial resources to acquire, construct, equip and install the Project and to place it in operation and to continue to

operate, maintain and insure the Project throughout the term of the Bond issue, meeting when due the obligations of the proposed lease agreement; and (iv) sufficient safeguards will be provided by the lease agreement to insure that all money provided by the County from the proceeds of the sale of the Bonds will be expended by way of direct expenditure or reimbursement, solely and only for the purposes of the Project.

Section 2. It is hereby found, determined and declared that the cost of acquiring, constructing, equipping and installing the Project will be paid out of the proceeds of the Bonds and such contributions of the Company as may be necessary to complete the Project as defined in the lease agreement to be executed by and between the County and the Company at the appropriate time pursuant to the Act; **THAT NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY; THAT NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER, BUT THAT THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER SUCH LEASE AGREEMENT; AND THAT NO PART OF SAID COSTS WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.**

Section 3. In order to induce the acquisition, construction, equipping and installation of the Project in the County with the resultant public benefits which will flow therefrom, it is deemed necessary and advisable that the Memorandum of Agreement hereinafter referred to be approved and executed for and on behalf of the County. Accordingly, the Memorandum of

Agreement by and between the Company and the County substantially in the form and with the contents set forth in EXHIBIT A attached hereto and incorporated herein by reference is hereby approved and the County Judge/Executive is hereby authorized and directed to execute and deliver said Memorandum of Agreement.

Section 4. Inasmuch as the Project is to be acquired, constructed, equipped and installed in order to conform to the requirements of the Company, so that the Company may provide economic development and employment to citizens and residents of the local community, and inasmuch as the Company is able to plan, acquire, construct, equip and install the Project and possesses more expertise in such matters, it is hereby found, determined and declared that acquisition, construction, equipping and installation of the Project should be undertaken or caused to be undertaken by the Company. Accordingly, the Company is hereby authorized to formulate and develop plans for the acquisition, construction, equipping and installation of the Project and to enter into such contracts and undertakings as may be required for the acquisition, construction, equipping and installation of the Project. Reimbursements made to the Company after the receipt of the proceeds of the sale of the proposed Bond issue by the County shall be subject to the certifications by qualified persons to be designated by the Company as specified in the lease agreement to be entered into by the County and the Company at the appropriate time pursuant to the Act.

Section 5. This Resolution and the Memorandum of Agreement approved hereby constitute the present official intent of the County to issue the Bonds at a later date.

Section 6. Keating Muething & Klekamp PLL, Cincinnati, Ohio, is hereby approved as Bond Counsel. Any costs for the issuance of the Bonds, including the cost of Bond Counsel shall be paid by the Company). Bond Counsel is authorized and directed to take any legal action

necessary or appropriate in connection with the issuance of the Bonds. The County Attorney is authorized and directed to assist Bond Counsel in any appropriate manner.


Section 7. No County funds shall be expended on the Project, except such as are derived from Bond proceeds.

Section 8. To the extent any resolution, ordinance or part thereof is in conflict, the provisions of this Resolution shall prevail and be given effect.

Section 9. This Resolution shall be in full force and effect from and after its adoption as provided by law.

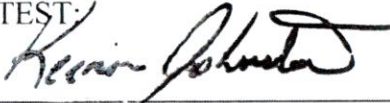
(THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.)

INTRODUCED, SECONDED, READ AND ADOPTED AT A DULY CONVENED MEETING OF THE FISCAL COURT OF THE COUNTY OF BOYD, KENTUCKY, held on the 3rd day of June, 2025, on the same occasion signed in open session by the County Judge/Executive as evidence of his approval, attested under seal by the County Clerk, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.



ERIC CHANEY
COUNTY/JUDGE EXECUTIVE

ATTEST:



COUNTY CLERK

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of Boyd, Kentucky, and as such County Clerk, I further certify that the foregoing is a true, correct and complete copy of Resolution No. 2025-07, duly adopted by the Fiscal Court of said County at a duly convened meeting held on the 3rd day of June, 2025, signed by the County Judge/Executive, duly filed and recorded in my office, all as appears from the official records of said County in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County this 3rd day of June, 2025.



COUNTY CLERK

EXHIBIT A

MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS

This MEMORANDUM OF AGREEMENT REGARDING ISSUANCE OF INDUSTRIAL BUILDING REVENUE BONDS, by and between the COUNTY OF BOYD, KENTUCKY (the "County") and CarbonCore Inc., a Delaware corporation, authorized to do business in the Commonwealth of Kentucky (the "Company").

WITNESSETH:

1. Preliminary Statement. Among the facts and circumstances which have resulted in the execution of this Memorandum of Agreement by and between the parties are the following:

(a) The Company plans to construct and equip a sustainable aviation fuel production facility in unincorporated Boyd County (the "Project").

(b) The Project proposed to be acquired, constructed, equipped, installed and expanded for use by the Company constitutes an "industrial building" within the meaning of Section 103.200(1)(a) of the Kentucky Revised Statutes.

(c) The Company is initiating the development of plans, specifications and designs for the Project and has entered into discussions with the County with respect to the financing thereof.

(d) The County is authorized and empowered by the provisions of Sections 103.200 to 103.285, inclusive, of the Kentucky Revised Statutes (collectively, the "Act") to issue bonds, which term under the Act encompasses bonds, notes, variable rate bonds, commercial paper bonds, bond anticipation notes or any other obligations for the payment of money issued by a County, county or other authority pursuant to the Act, for the purpose of defraying the costs of acquiring, constructing, equipping and installing an industrial building or buildings, as defined in the Act, in order to promote the economic development of the Commonwealth and the establishment, retention or expansion of industry. The County is empowered, with respect to such industrial building facilities so acquired, constructed, equipped and installed, to enter into at the appropriate time a lease agreement with a concern such as the Company providing for such payments by the Company and such other terms and conditions as the County may deem advisable.

(e) The purposes of the Act, inter alia, are to promote the economic development of the Commonwealth of Kentucky, to relieve conditions of unemployment, to promote reconversion to a peacetime economy, to aid in the rehabilitation of returning veterans, to encourage the increase of industry in Kentucky, and to aid in the retention of existing industry by certain described means. In furtherance of such purposes the County, at the request of the Company, proposes to cause to be acquired, constructed, equipped and installed the Project for

the Company's use in connection with the operations of the Company in the County. The County intends to finance the Project and to enter into at the appropriate time a lease agreement with the Company pursuant to the provisions of the Act with respect to the Project.

(f) The Company is ready, willing and able to cause initial acquisition, construction, equipping and installation of the Project to be undertaken, but has been advised by counsel that in order to warrant the issuance of industrial building revenue bonds by the County it is necessary that official action be taken by the County approving the Project and agreeing to issue at the appropriate time industrial building revenue bonds to finance the costs of acquisition, construction, equipping and installation of the Project.

(g) Representatives of the County have indicated the willingness of the County to proceed with and to carry out such industrial building revenue bond financing in order to effectuate the purposes of the Act and have advised the Company that, subject to due compliance with all requirements of law and the obtaining of all necessary consents and approvals required by law, and to the happening of all acts, conditions and things required precedent to such financing, including satisfaction of all requirements of the County, the County, by virtue of authority of the Act, will issue and sell its industrial building revenue bonds in one or more series as determined by the Company and agreed to by the County in an amount equal to the total capital investment for the project as it may be developed over time (the "Capital Investment").

(h) The County considers and determines that the acquisition, construction, equipping and installation of the Project, and the execution of a lease agreement with the Company at the appropriate time with reference to the Project, will promote and further the purposes of the Act.

(i) Pursuant to KRS 103.230(1), the Company has requested and hereby requests that the sale of the Bonds by the County be made upon a negotiated basis in a manner to be determined by the Company.

(j) That the County and Company acknowledge that the commitment of the County to issue the Bonds, shall be conditioned upon an annual payment in-lieu of taxes ("PILOT Payment") to the Boyd County School District and England Hill Fire District as set forth in an Agreement In Lieu of Taxes attached as Exhibit A, which is hereby approved.

(n) Notwithstanding that the Project will be exempt from County property taxes, prior to the issuance of the Bonds the County and Company will negotiate a reasonable lease amount due to the County during the term of the Bonds.

2. Representations and Undertakings on the Part of the Company. The Company represents, undertakes, covenants and agrees as follows:

(a) That the Company intends to utilize the Project, or cause the Project to be utilized, at all times during the term of the lease agreement to be entered into at the appropriate time by and between the County and the Company with reference to the Project for the purposes hereinbefore indicated;

(b) That the Project will tend to relieve conditions of unemployment;

(c) That the Company will cause contracts to be entered into for, or will otherwise provide for, the acquisition, construction, equipping and installation of the Project;

(d) That prior to or contemporaneously with the delivery of the Bonds, the Company will enter into a lease agreement with the County under the terms of which the Company will obligate itself to undertake and to complete the acquisition, construction, equipping and installation of the Project and to pay to the County sums sufficient in the aggregate to pay the principal of, interest on, and premium, if any, on the Bonds as and when the Bonds shall become due and payable, such lease agreement to contain such other provisions as shall be agreed upon by the County and the Company; and

(e) The Company will take such further action and adopt such further proceedings as may be required to implement its aforesaid undertakings or as it or the County may deem appropriate in pursuance thereof.

3. Undertaking on the Part of the County. Subject to the fulfillment of the several conditions herein stated, the County agrees as follows:

(a) That it will at the appropriate time authorize or cause to be authorized the issuance and sale of the Bonds pursuant to the terms of the Act as then in force in an aggregate principal amount in the approximate amount of the Capital Investment, or such other aggregate principal amount as shall be sufficient to pay the costs of the Project and related costs when actually determined;

(b) That it will adopt or cause to be adopted such proceedings and authorize the execution of such documents as may be necessary or acceptable for (i) the authorization, issuance and sale of the Bonds, (ii) the acquisition, construction, equipping and installation of the Project, (iii) providing for the payment of principal of and interest on the Bonds by the lease agreement with the Company pursuant to the Act, all as shall be authorized by the Act and upon terms which shall be mutually satisfactory to the County and the Company;

(c) That the aggregate basic payments stipulated to be made by the Company under the lease agreement with the County with reference to the Project shall be at least sufficient (in addition to covenants of the Company to properly operate, maintain and insure the Project) to pay the principal of, interest on and redemption premium, if any, on all of the Bonds as and when the same become due and payable, whether at maturity or prior redemption or upon any acceleration of payment of principal as provided in the Bond proceedings; and

(d) That it will take or cause to be taken such other acts and adopt such further proceedings as may be required to implement the aforesaid undertakings as it may deem appropriate.

4. General Provisions.

(a) The Company has requested that the sale of the Bonds be negotiated in the manner permitted by statute and that the terms of the sale be subject to approval by the Company.

(b) All commitments of the County and the Company pursuant to this Memorandum of Agreement are subject to the condition that on or before one year from the date hereof or such later date as shall be agreed upon by the County and the Company, the County and the Company shall have agreed to mutually acceptable terms and conditions with respect to the lease agreement referred to in this Memorandum of Agreement and the details of the industrial building revenue bond financing.

(c) If the event set forth in (b) of this paragraph does not take place within the time set forth therein, or any agreed extension thereof, and the Bonds are not issued within such time, the Company agrees that it will reimburse the County for all reasonable and necessary direct out-of-pocket expenses which the County may incur at the Company's request arising from the execution of this Agreement, and the performance by the County of its obligations hereunder shall thereupon terminate.


(d) This Memorandum of Agreement and the Resolution approving this Memorandum of Agreement constitute the present official intent of the County to issue the Bonds at a later date.

(e) NONE OF THE BONDS WILL BE GENERAL OBLIGATIONS OF THE COUNTY AND NEITHER THE BONDS NOR THE INTEREST THEREON SHALL CONSTITUTE OR GIVE RISE TO ANY INDEBTEDNESS OF THE COUNTY OR ANY CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. THE BONDS AND THE PAYMENT OF INTEREST THEREON SHALL BE SECURED AND PAYABLE SOLELY AND ONLY BY A PLEDGE OF AMOUNTS TO BE PAID BY THE COMPANY UNDER ANY LEASE AGREEMENT WITH THE COUNTY AS REQUIRED BY THE ACT. NO PART OF THE COSTS OF ACQUIRING, CONSTRUCTING, EQUIPPING AND INSTALLING THE PROJECT WILL BE PAYABLE OUT OF ANY GENERAL FUNDS, REVENUES, ASSETS, PROPERTIES OR OTHER CONTRIBUTIONS OF THE COUNTY.

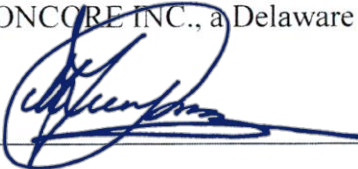
(THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement by their officers thereunto duly authorized as of the 3rd day of June, 2025.

COUNTY OF BOYD, KENTUCKY

BY: 
Eric Chaney, County Judge/Executive

CARBONCORE INC., a Delaware corporation

BY: 
TITLE: Michael Alexander McKenzie, President

AGREEMENT IN LIEU OF TAXES

This Agreement In Lieu of Taxes (this "Agreement") is made effective as of the 3rd day of June, 2025, by and among the County of Boyd, Kentucky (the "County"), and CarbonCore Inc., a Delaware corporation, authorized to do business in the Commonwealth of Kentucky, its successors, assigns and/or transferees (the "Company"); (the aforementioned are together referred to as the "Parties"):

WITNESSETH

WHEREAS, the Company has or will acquire property in the County of Boyd, Kentucky, on property more particularly described in Exhibit A hereto, collectively, the "Property", and plans to develop the Property as a sustainable aviation fuel manufacturing facility (the "Project"); and

WHEREAS, the County has agreed to (i) issue Industrial Building Revenue Bonds (the "Bonds") to finance the acquisition and construction of the Project, (ii) accept title to the Property and enter into a Lease Agreement with the Company for the Property (the "Lease Agreement"), and (iii) in conjunction with the foregoing, enter into this Agreement to memorialize the Company's obligation to make payments in lieu of taxes ("PILOT Payments") with respect to the Property to Boyd County School District (the "School District") and the England Hill Fire District (the "Fire District") in the amounts set forth herein; and

WHEREAS, the Company and the County will enter into an Inducement Contract, wherein the County agrees to authorize, issue, and sell the Bonds in an amount specified therein, pursuant to KRS 103.200 through 103.285, to finance the acquisition and

construction of the Project, including the tangible property and equipment needed for the Project; and

WHEREAS, the economic incentive to the Company, by virtue of the issuance of the Bonds and the execution of the Lease Agreement, is the abatement of real and tangible property *ad valorem* taxes with respect to the Project; and

WHEREAS, it is understood by the Parties that the Boyd County Property Valuation Administrator (the "PVA") is responsible for establishing assessed value of real property within Boyd County, Kentucky, for the purpose of imposing real property *ad valorem* taxes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the Parties hereto agree as follows:

1. Recitals. The Parties hereafter confirm and affirm the accuracy of the Recitals contained above and those contained herein.

2. Valuation of Property. That the valuation of the Property shall be the fair cash value for the Property as determined by the PVA, which shall be set and adjusted in accordance with the PVA's standard practices as the Project is developed. The tax rates for use in calculating PILOT Payments for the term of this Agreement will be the actual real property *ad valorem* tax rates for the School District and Fire District in effect for each respective year the Bonds are outstanding. It is understood that the valuation of the Property may change over time as determined by the PVA.

3. Commencement of Obligations. The obligation to make PILOT Payments will commence on the earlier of (i) November 1st the year after the date the Bonds are

issued, and shall be due each November 30th, thereafter during the term of the Bonds, and shall be the obligation of the Company.

4. Issuance of Bonds/Tax Abatement. Upon the issuance of the Bonds, the transfer of the Property and the execution of the Lease Agreement, the Project will be exempt from local real and tangible property *ad valorem* taxes pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, but shall be subject to the PILOT Payments set forth in this Agreement for the value of real property applicable to the Project as valued by the PVA. The term of the exemption from the real and tangible property *ad valorem* taxes with respect to the Project shall be the earlier of (i) the termination of the Lease Agreement, (ii) thirty (30) years from the date the Bonds are issued, or (iii) the date the Bonds are fully paid or defeased (the "Exemption Termination Date").

5. Obligation to Make PILOT Payments. The Company shall make annual PILOT Payments to the School District and the Fire District in an amount equal to one hundred percent (100%) of the amount the School District and the Fire District would have received from the Property, but for the issuance of the Bonds, based on their respective real property *ad valorem* tax rates, multiplied by the fair cash value of the Property for the respective tax year as determined by the PVA.

6. Real Property *Ad Valorem* Taxes After Bonds Mature. Upon the Exemption Termination Date, the County shall convey the Project to the Company (or its assignees or transferees), and the property *ad valorem* tax exemptions applicable to the real and tangible property of the Project shall cease.

7. Other Taxes. Other than the real and tangible property ad *valorem* taxes discussed herein, this Agreement does not affect or apply to any other taxes, fees, or energy special assessments on the Property and the Project, as authorized by the County of Boyd, Kentucky under Section 65.205 et seq. of the Kentucky Revised Statutes, that may be owed by the Company (or its assignees or transferees) to the Local Taxing Districts. The Company acknowledges that this Agreement will not be inconsistent with or will not conflict with any bond placement agreement, any financing agreement, or the Lease Agreement executed or to be executed in connection with the Bonds (collectively, the "Bond Documents"), and to the extent that this Agreement is inconsistent or in conflict with the Bond Documents, the terms and language of this Agreement shall control over the Bond Documents.

8. Term of Bonds. It is further understood by the Parties that the final maturity date of the Bonds shall not exceed thirty (30) years from their date of issuance.

9. Notices.

All notices sent to the Company shall be sent to:

CarbonCore Inc.
861 Corporate Drive, Suite 150
Lexington, KY 40503
Attn: John P. Cornett, Secretary

All notices sent to the County shall be sent to:

County of Boyd, Kentucky
2800 Louisa Street
Catlettsburg, Kentucky 41129
Attn: County Judge/Executive

10. Modification and Assignment. This Agreement may not be changed orally, but only by an agreement in writing executed by the Parties. So long as the Company is not in default with any provisions of this Agreement, the Bond Documents or other

agreements with the County, the Company may assign its rights and obligations under this Agreement to a third-party purchaser(s) of the Property, a lender that may provide financing for the Project, or to an entity controlled by the Company that may be formed to undertake all or part of the Project.

11. Effect of Bankruptcy. In the event that the Company, its assigns or transferees shall file a voluntary action seeking relief under applicable bankruptcy laws, or have an involuntary action filed against it seeking such relief, then and in that event, it is agreed that all payments required by this Agreement shall be treated the same as if they were *ad valorem* taxes under applicable Kentucky law, giving said payments and obligations preference over all other secured and unsecured creditors.

12. Default. That Company will pay all costs of collections, including the County's reasonable attorney fees, in the event of default. In addition, PILOT Payments not paid when due shall be subject to interest and penalty to the same extent as regular real property *ad valorem* taxes to the County.

13. Legally Binding. This Agreement is legally binding upon the County and the Company, its officers, affiliates, shareholders successors in interests, employees, and agents, and assigns and transferees.

14. Governing Law and Jurisdiction. The Parties agree that this Agreement is governed by the laws of the Commonwealth of Kentucky. Any action taken by the Parties to enforce or seek relief from the terms and conditions of this Agreement shall be brought in Boyd Circuit Court.

15. Entire Agreement. This Agreement contains the entire agreement of the Parties hereto in respect to the transaction contemplated hereby and all prior agreements, whether oral or written, are superseded hereby.

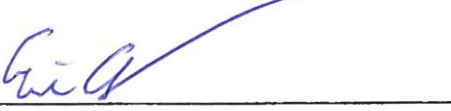
16. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, but if any provision herein shall be deemed to be invalid such provision shall be ineffective to the extent of such invalidity without invalidating the remainder of the provisions contained in this Agreement.

17. Authorization. The Parties hereto represent that each is duly authorized and empowered to enter into this Agreement.

18. Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original.

Signature Page to Amended and Restated Agreement In Lieu of Taxes

COUNTY OF BOYD, KENTUCKY

By: 
Eric Chaney
County Judge/Executive

CarbonCore Inc., a
Delaware corporation

By: 

EXHIBIT A

Parcel Number 040-00-00-049.00
Location Address ENGLAND HILL & RT 538
Description 90 AC + -

Parcel Number 040-09-00-019.00
Location Address CHADWICK CR
Description 117 ACRES

Parcel Number 041-00-00-001.00
Location Address LAKE BONITA ROAD
Description 33.44 ACRES CREEK FIELD HYLAND HILLS SUBDIVISION