

STATE OF NORTH CAROLINA

COMMUNITY DEVELOPMENT AGREEMENT

COUNTY OF GASTON

**THIS COMMUNITY DEVELOPMENT AGREEMENT**, entered into as of this 30th day of May, 2023, by and between the **CITY OF CHERRYVILLE**, a North Carolina municipal corporation ("**City**"), and **PIEDMONT LITHIUM CAROLINAS, INC.**, a North Carolina corporation ("**Piedmont**"), or successors and permitted assigns. The City and Piedmont may be individually referred to as a "Party" and collectively referred to as the "Parties."

**WHEREAS**, Piedmont is developing a fully integrated spodumene mining, lithium hydroxide manufacturing plant, and associated infrastructure project in Gaston County, North Carolina (the "**Project**"), to be permitted and approved by the North Carolina Department of Environmental Quality, Division of Energy, Mineral and Land Resources, Mining Program ("**NCDEMLR**"), other state and federal agencies, and Gaston County; and

**WHEREAS**, the Project will be located on approximately 1548 acres of real property along Anthony Grove Road, St. Marks Church Road, Hephzibah Church Road, Whitesides Road and Hastings Road, the vast majority of which lies within the Gaston County zoning jurisdiction; and

**WHEREAS**, a portion of the Project will be located on five parcels of real property (Gaston County tax parcel #s 158034, 158037, 158038, 158072 and 307416) located within the City's former extraterritorial zoning jurisdiction under NCGS § 160D-202, and more particularly described on Exhibit A attached here (the "**ETJ Parcels**"); and

**WHEREAS**, Piedmont's wholly-owned subsidiary, PLNC Land, LLC, is the owner of the ETJ Parcels; and

**WHEREAS**, Piedmont submitted an application and related paperwork to the City requesting the City relinquish zoning jurisdiction of the ETJ Parcels to Gaston County pursuant to NCGS § 160D-202(h), which request was scheduled for hearing by the City of Cherryville City Council (the "**City Council**") on May 8, 2023; and

**WHEREAS**, Piedmont has had ongoing discussions with various entities regarding regulated public water service for the Project, and has expressed its desire and commitment to acquire such water service for the Project from the City, as a regular customer paying standard, nondiscriminatory non-resident commercial rates, deposits and other charges, subject to the extension of necessary water lines and related infrastructure to the Project by Piedmont and/or other municipalities or governmental agencies currently under development, and the City being able to supply such water service; and

**WHEREAS**, Piedmont also desires to contribute to community development and well being in the public interest of the City, as more fully set forth herein; and

**WHEREAS**, by City Council action taken on May 8, 2023, the City has agreed to relinquish extraterritorial zoning jurisdiction over the ETJ Parcels to Gaston County and has agreed to apply the laws, standards and review process currently applicable to requests to relinquish extraterritorial zoning jurisdiction over real property to any subsequent request from Piedmont to relinquish additional parcels

from the City's extraterritorial zoning jurisdiction, notwithstanding subsequent changes in law of general application to such requests, provided such additional parcels are part of the Project and have been included in the other federal, state and local governmental approval requests for the Project; and

**WHEREAS**, the City desires the Project be successfully developed and operated so as to provide the significant employment and economic benefits that are projected to result from development and operation of the Project, subject to all required governmental permits and approvals, and has agreed to provide regulated public water service for the Project at standard, nondiscriminatory non-resident commercial customer rates, deposits and other charges, subject only to the extension of necessary water and sewer lines and related infrastructure to the Project by Piedmont and/or other municipalities or governmental agencies currently under development, and the City being able to supply such water service; and

**WHEREAS**, the parties desire to memorialize the terms of their agreement with respect to the ETJ Parcels and the Project;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

## **Article I CITY ACTION AND OBLIGATIONS**

1.1 Relinquishment of Extraterritorial Jurisdiction. By action of City Council taken May 8, 2023, the City agreed to relinquish extraterritorial zoning jurisdiction over the ETJ Parcels to Gaston County. The City hereby acknowledges and agrees that full zoning and local government development approval for the Project will lie with Gaston County from and after May 8, 2023. The City hereby reaffirms support for the Project and shall provide reasonable cooperation in Piedmont's pursuit of permits and approvals from Gaston County, NCDEMLR and any other governmental agency with jurisdiction over the Project. In the event Piedmont decides to add additional parcels located in the City's extraterritorial zoning jurisdiction to the Project and requests relinquishment of such parcels from the City's extraterritorial zoning jurisdiction, the City hereby acknowledges and agrees to apply the laws, standards and review process currently applicable to requests to relinquish extraterritorial zoning jurisdiction over real property to such subsequent request, provided such additional parcels have been included in the other federal, state and local governmental approval requests for the Project.

1.2 Water Service. Subject to the extension of water lines and related infrastructure to the Project by Piedmont and/or other municipalities or governmental agencies, and the City being able to supply such water service through means of such water extension currently under development, the City hereby agrees to provide public water service for the Project at standard, nondiscriminatory non-resident commercial customer rates, deposits and other charges. Upon completion of the necessary water infrastructure to the Project by Piedmont and/or other municipalities or governmental agencies, and execution of all necessary agreements precedent to the City's ability to provide water service to the Project, Piedmont and the City shall enter into a normal and customary water utility service agreement, through which Piedmont will purchase public regulated water service for the Project from the City (the "Service Agreement").

**Article II**  
**PIEDMONT RIGHTS AND OBLIGATIONS**

2.1 Water Service. Subject to the extension of water lines and related infrastructure to the Project by Piedmont and/or other municipalities or governmental agencies, and the City being able to supply such water service through means of such water extension currently under development, and having entered into all of the necessary agreements to do so, upon commencement of the Project, Piedmont shall acquire regulated public water service from the City at standard, nondiscriminatory non-resident commercial customer rates, deposits and other charges pursuant to the Service Agreement referenced above. The Service Agreement shall remain in force and effect through the duration of the Project (i.e., until such time as public water is not required for the Project to remain in compliance with all federal, state and local government requirements).

2.2 Parks and Recreation Contribution. Piedmont agrees to provide a contribution of One Million Dollars (\$1,000,000.00) in the aggregate towards the support of (a) the reestablishment of a Department of Recreation and (b) the cost of one or more specifically identified City parks and recreation projects ("**Parks and Rec Contribution**"). The Parks and Rec Contribution, which is intended to support an active and thriving Cherryville community, will be made by Piedmont, in installments, with the first installment being paid within sixty (60) days of receipt of confirmation from the City that City Council has reconstituted a Recreation Department that is prepared to receive such funds. Subsequent installments may be paid within sixty (60) days of request for funding of a particular project with reasonable supporting evidence that such project(s) has/have been fully approved by City Council and has/have received all other required governmental permits and approvals, with all necessary funds for such project(s) having been appropriated and allocated to such project(s). Piedmont shall be granted exclusive corporate naming rights for the projects that are substantially funded by the Parks and Rec Contribution.

2.3 Annual Contribution. Commencing upon the first shipment of lithium hydroxide from the Project, and extending for a term of twenty (20) years, but only while the Project is receiving water service under the Service Agreement referenced above, Piedmont shall make an annual aggregate contribution of Five Hundred Thousand Dollars (\$500,000.00) to the City ("**Annual Contribution**"), for a total of Ten Million Dollars (\$10,000,000.00) over the term of twenty (20) years. The Annual Contribution shall be made on or before July 31<sup>st</sup> of each calendar year, and shall cease being required of Piedmont upon the earlier of (a) expiration of the twenty (20) year term, or (b) termination or expiration of the Service Agreement; provided any such termination is not the result of a default by Piedmont under the terms of the Service Agreement.

2.4 Compliance with Laws, Regulations and Ordinances. Piedmont hereby covenants and agrees for the benefit of the City that the Project will be built and will at all times operate in full material compliance with all applicable governmental permits and approvals, including the state mining permit to be issued by NCDEMLR, the Gaston County Unified Development Ordinance, including the Gaston County Mining Ordinance and special use permit requirements governing hours of operations, fencing of a specific height and quality, setbacks, access points, lighting, landscaping, dust suppression and noise mitigation at the Project (i.e., no blasting shall be conducted until one hour after sunrise or within one hour of sunset, nor occur on Sundays, Christmas, Good Friday, New Year's Day, Memorial Day,

Labor Day, Veteran's Day, Thanksgiving, and the Fourth of July), and all other relevant and applicable state, federal and local permits and approvals.

### **Article III MISCELLANEOUS**

3.1 Term and Completion. This Agreement shall commence upon the date of full execution by the Parties and shall continue in full force and effect until the obligations contained herein have been completed unless sooner terminated or extended in accordance with the terms herein.

3.2 Assignment/Successors in Interest/Binding Effect. This Agreement is binding upon, and the benefits of this Agreement shall inure to, and be enforceable by, all successors in interest to the Parties, including any assignee/transferee of Piedmont and/or successor in interest to the Project.

3.3 Remedies for Breach of the Agreement. In the event of the breach of any term, provision or condition of this Agreement by any Party hereto, subject to the notice and cure rights below, the non-breaching Party shall be entitled to such rights and remedies as shall be available at law and in equity, including, without limitation, injunctive relief and termination of this Agreement upon written notice to the other Party. Unless both Parties agree by mutual consent to a different time period, prior to the exercise of such rights and remedies, the defaulting Party shall be entitled to receive from the other Party written notice of such breach, and (i) the defaulting Party shall have a period of ten (10) business days to cure such breach related to the payment of money, and (ii) the defaulting Party shall have a period of thirty (30) days to cure such breach not related to payment of money unless such non-monetary default by its nature cannot reasonably be cured within such thirty (30) day period in which case the defaulting Party shall have a reasonable amount of time, not to exceed ninety (90) days, to cure such non-monetary default. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

3.4 Notice. Whenever written notice is required under the terms of this Agreement or applicable law, all such notices, and any other questions concerning this Agreement should be addressed as follows:

If to the City: Attn: City Manager  
116 S. Mountain Street  
Cherryville, NC 28021

with a copy to: Attn: City Attorney  
116 S. Mountain Street  
Cherryville, NC 28021

If to Piedmont: Piedmont Lithium  
Attn: Patrick Brindle  
EVP and Chief Operating Officer  
42 E. Catawba Street  
Belmont, NC 28012

with a copy to: Attn: Legal Department  
42 E. Catawba Street  
Belmont, NC 28012

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each Party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

3.5 Indemnification. To the fullest extent permitted by law, each Party (the "Indemnifying Party") shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) of the other Party (the "Indemnified Party") from and against any and all "Charges" (as defined below) paid or incurred by the Indemnified Party as a result of any claims, demands, lawsuits, actions, or proceedings arising from the Indemnifying Party's failure to perform its obligations under this Agreement, or from any act of negligence or willful misconduct by the Indemnifying Party or any of its agents, employees or subcontractors relating to this Agreement, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible. For purposes of this Section: (a) the term "Indemnitees" means the Parties and each Party's officers, officials, employees, agents and independent contractors, and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

3.6 No Third Party Rights. PLNC Land, LLC, wholly-owned subsidiary of Piedmont, and the owner of the ETJ Parcels, is intended to be a third party beneficiary of this Agreement. Otherwise, this Agreement is entered into by and between the parties hereto for their exclusive benefit, and the parties do not intend to create or establish by this Agreement any other third-party beneficiary status or rights, and no such other third-party shall be entitled to enforce any right of obligation or enjoy any benefit created or established by this Agreement.

3.7 Applicable Law. This Agreement shall be enforced, interpreted and construed by and under the laws of the State of North Carolina.

3.8 Entire Agreement. This Agreement is the entire agreement between the parties with respect to its subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals ("Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement. This Agreement may be executed in several counterparts, each of which shall be fully executed as an original and all of which together shall constitute one and the same instrument.

3.9 Amendment. No amendment or modification to the Agreement shall be valid unless in writing and signed by all Parties to this Agreement.

3.10 Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of the Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

3.11 Jurisdiction and Venue. Any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Gaston County, North Carolina. By the execution of this Agreement, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Gaston County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.

3.12 Further Assurances. The Parties hereby agree to execute and deliver to the other Parties, from time to time, upon request, such reasonable documentation as is necessary to assure, confirm, reaffirm, correct, perfect, evidence or consummate more fully the transactions and obligations set forth herein or in any extensions or modifications hereof.

3.13. Signature Authority/Counterparts. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement. This Agreement shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together constitute one and the same agreement. Further, electronic transmission of any signed original documents (e.g., email of a .pdf or DocuSign) shall be deemed to be personal delivery of the original

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**Piedmont Lithium Carolinas, Inc.**

**ATTEST**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CHERRYVILLE**

**ATTEST**

By: Brian Dalton  
City Manager

By: H. L. Beam III

Date: 5-30-23

Date: 5-31-23

North Carolina

Gaston County

I, Paige H. Green, a Notary Public for said County and State, do hereby certify that Brian Dalton and H. L. Beam III personally appeared before me this day and acknowledge the due execution of the foregoing instrument.

Witness my hand and official seal, this the 31 day of May, 2023.

Paige H. Green  
Notary Public



My commission expires September 28, 2027.

EXHIBIT A

LEGAL DESCRIPTION OF ETJ PARCELS TO BE ADDED

**(Tax Parcel No.: 158034)**

Lying and being in Cherryville Township, Gaston County, North Carolina, and being more particularly described by metes and bounds as follows:

BEGINNING at a nail located in the centerline of Old Lincolnton Road (S.R. 1622), said nail being further located 1.5 feet East of the centerline of the intersection of Old Lincolnton Road with Anthony Grove Road (S.R. 1627); running thence South 70 degrees 17 minutes 33 seconds East 46.16 feet to an iron pin located in the southern margin of Old Lincolnton Road; thence continuing South 70 degrees 17 minutes 33 seconds East 174.47 feet to an iron pin located in the western margin of the property of Tommy F. Leonhardt as shown in Deed Book 1787 at Page 262 in the Gaston County Registry; thence with the western margin of Tommy F. Leonhardt South 04 degrees 54 minutes 39 seconds East 15 feet to an iron pin, the southwest corner of Tommy F. Leonhardt as above referenced; thence with the southern line of Tommy F. Leonhardt as above referenced South 73 degrees 07 minutes 25 seconds East 294.59 feet to an iron pin, the southeast corner of Tommy F. Leonhardt as above referenced; thence with the eastern line of Tommy F. Leonhardt North 04 degrees 54 minutes 39 seconds West 390 feet to a nail located in the centerline of Old Lincolnton Road; thence with the centerline of Old Lincolnton Road North 63 degrees 19 minutes 48 seconds East 764.87 feet to a railroad spike set in the centerline of Old Lincolnton Road; thence South 37 degrees 45 minutes 51 seconds East 161.20 feet to an iron pin located in the southwestern line of Floyd N. Ratchford as shown in Deed Book 1002 at Page 355 and Deed Book 642 at Page 578 in the Gaston County Registry, thence with the southwester line of Floyd N. Ratchford as above referenced with Annie L. Ratchford as shown in Deed Book 1002 at Page 355 in the Gaston County Registry South 50 degrees 47 minutes 28 seconds East 832.75 feet to a stone and fence corner, the same being a corner of the Property of C.G. Beam as shown in Deed Book 466 at Page 260 in the Gaston County Registry; thence with the Beam line South 80 degrees 30 minutes 21 seconds West 1418.84 feet to a railroad spike located in the centerline of Anthony Grove; thence with the centerline of Anthony Grove Road North 10 degrees 58 minutes 49 seconds West 897.25 feet to the point and place of BEGINNING.

BEING a portion of the property conveyed to PLNC Land, LLC, by North Carolina General Warranty Deed dated and recorded February 24, 2023, in Deed Book 5394, at Page 1165, Gaston County Register of Deeds.

Commonly Known as: 340 Hephzibah Church Road, Crouse, NC 28033

**(Tax Parcel No.: 158037)**

BEING all of that 3.7125-acre tract of land, more or less, and improvements thereon, as shown on that unrecorded survey for DAVID CHARLES RATCHFORD by Freeman Surveying, W. Bradley Freeman, P.L.S.L-3119 and dated March 2, 2007, Job No. 0713. Said property being commonly



known as 366 Hephzibah Church Road, Crouse, North Carolina, and being more particularly described as:

BEGINNING at a railroad spike found in the centerline of the right-of-way for Hephzibah Church Road (SR1622), said spike being the northeast corner of the property of George Bennett Allen, now or formerly, as described in that deed recorded in Gaston County Registry in Book 2407, Page 3; and runs thence along and with the centerline of Hephzibah Church Road the following courses and distances (1) North 65 degrees 42 minutes 09 seconds East 469.06 feet and (2) North 66 degrees 15 minutes 15 seconds East 119.66 feet to a railroad spike set on the line of Jeffrey Lee Freeman Jr. and Kelly Brazell Freeman property as described in Book 4468, Page 2388 of said Registry; thence along and with the line of Jeffrey Lee Freeman Jr. and Kelly Brazell Freeman South 23 degrees 44 minutes 39 seconds East 245.96 feet to a rebar set on terrace; thence continuing with the property line of Jeffrey Lee Freeman Jr. and Kelly Brazell Freeman South 54 degrees 45 minutes 00 seconds West 482.77 feet to a rebar set in the line of George Bennett Allen, now or formerly, as described in that deed recorded in Book 2407, Page 3 of said Registry; thence along and with the line of George Bennett Allen, now or formerly, the following courses and distances (1) North 48 degrees 29 minutes 10 seconds West 198.06 feet to a rebar set, and (2) North 35 degrees 27 minutes 33 seconds West 161.20 feet to the point of BEGINNING.

BEING all of the property conveyed to PLNC Land, LLC, by North Carolina General Warranty Deed dated and recorded March 10, 2023, in Deed Book 5396, at Page 2351, Gaston County Register of Deeds.

BEING a portion of the property conveyed to Annie Lee Rudisill Ratchford and husband, Floyd N. Ratchford by Warranty Deed dated March 15, 1969, and recorded March 27, 1969, in Deed Book 1002, Page 355, Gaston County Register of Deeds.

**(Tax Parcel No.: 158038)**

**BEGINNING** at a railroad spike set in the centerline of the right of way for Hephzibah Church Road (SR1622), said spike is a corner of the property of Jeffrey L. Freeman, Jr. and wife, Kelly B. Freeman as described in that deed recorded in the Gaston County Registry in Book 3119 at Page 498 and the same is also South 76 degrees 03 minutes 16 seconds West 50.75 feet from a railroad spike set over the top of a nail and cap in the centerline of said road, (said railroad spike set over the top of a nail is the common corner of the property of Freeman as described in the foregoing deed and Edward D. Jones, Michael Stephen Jones and Harold Perry Jones as described in that deed recorded in Book 2400 at Page 387); thence from the beginning and with the common line of the property of Jeffrey L. Freeman, Jr. and wife, Kelly B. Freeman as described in that deed recorded in Book 3119 at Page 498 the following courses and distances: (1) South 23 degrees 48 minutes 48 seconds East 600.81 feet to a rebar set on a terrace and (2) South 43 degrees 04 minutes 07 seconds West 748.68 feet to a stone found on a fence line; thence with the common line of the property of George Bennett Allen as described in that deed recorded in Book 2407 at Page 3, North 48 degrees 29 minutes 10 seconds West 634.69 feet to a rebar set, said rebar is a corner of that 3.7125 acre tract conveyed to Jason Dimitrious Pappas as described in that deed recorded in Book 4423 at Page 1805; thence with the common line of the property of Pappas as described in the foregoing deed the following courses and distances: (1) North 54 degrees 45 minutes 00 seconds East 482.77 feet to a rebar set on a terrace; (2) North 23 degrees 44 minutes 39 seconds West and passing through a twenty-eight inch (28") willow oak at 152.45 feet, a total distance of 245.96 feet to a rebar spike set in the centerline of the right of way for Hephzibah Church Road; (3) thence within the right of way for Hephzibah Church Road, South 66 degrees 15 minutes 15 seconds West 119.66 feet to a point and (4) continuing within the road right of way, South 65 degrees 42 minutes

09 seconds West 469.06 feet to a railroad spike; thence North 35 degrees 27 minutes 33 seconds West 43.64 feet to a point situated in the centerline of the Seaboard Airline Railway property that is used for railroad purposes; thence along the centerline of the railroad tracts lying within Seaboard Airline Railway's property the following courses and distances: (1) North 67 degrees 49 minutes 21 seconds East 3.35 feet; (2) North 66 degrees 17 minutes 24 seconds East 57.19 feet; (3) North 64 degrees 38 minutes 21 seconds East 50.16 feet; (4) North 63 degrees 03 minutes 09 seconds East 51.80 feet; (5) North 61 degrees 26 minutes 22 seconds East 50.82; (6) North 59 degrees 52 minutes 26 seconds East 49.96 feet; (7) North 58 degrees 26 minutes 07 seconds East 49.03 feet; (8) North 57 degrees 07 minutes 22 seconds East 49.41 feet; (9) North 55 degrees 25 minutes 46 seconds East 51.97 feet; (10) North 53 degrees 54 minutes 27 seconds East 48.70 feet; (11) North 52 degrees 28 minutes 15 seconds East 51.82 feet; (12) North 50 degrees 57 minutes 31 seconds East 49.92 feet; (13) North 49 degrees 23 minutes 48 seconds East 49.34 feet; (14) North 48 degrees 02 minutes 28 seconds East 49.54 feet; (15) North 46 degrees 30 minutes 01 seconds East 49.08 feet; (16) North 45 degrees 07 minutes 40 seconds East 51.40 feet; (17) North 43 degrees 28 minutes 48 seconds East 51.0 feet; (18) North 41 degrees 56 minutes 49 seconds East 51.40 feet; (19) North 40 degrees 15 minutes 59 seconds East 51.43 feet; (20) North 39 degrees 07 minutes 06 seconds East 51.36 feet; (21) North 37 degrees 10 minutes 59 seconds East 49.92 feet; (22) North 35 degrees 47 minutes 59 seconds East 51.67 feet; (23) North 34 degrees 41 minutes 17 seconds East 50.05 feet; (24) North 32 degrees 37 minutes 52 seconds East 51.04 feet and (25) North 31 degrees 35 minutes 40 seconds East 27.28 feet; thence leaving Seaboard Airline Railway's property and running with the common line of the property of Michael Dewayne Thomas as described in that deed recorded in Book 4228 at Page 1057, South 23 degrees 48 minutes 48 seconds East and passing over a rebar set within Seaboard Airline Railway's property at 78.85 feet a total distance of 416.33 feet to a railroad spike set over the top of a nail and cap situated in the centerline of the right of way for Hephzibah Church Road; said railroad spike is a corner of the property of Edward D. Jones et al as set forth in the foregoing deed; thence along the centerline of the right of way for Hephzibah Church Road, South 78 degrees 03 minutes 16 seconds West 50.75 feet to the Point of Beginning, containing a total of 16.6691 acres.

The foregoing description was taken from an unrecorded survey prepared by W. Bradley Freeman of Freeman Surveying dated March 2, 2007, captioned "Survey for David Charles Ratchford."

BEING a portion of the property conveyed to PLNC Land, LLC, by North Carolina General Warranty Deed dated March 17, 2023, and recorded March 20, 2023, in Deed Book 5398, at Page 2004, Gaston County Register of Deeds.

**(Tax Parcel No.: 158072)**

**BEGINNING** at a nail and cap found in the center line of Hephzibah Church Road (SR 1622) said nail and cap represents the northwesternmost corner of the property of Jones as described in that deed recorded in Deed Book 760 at Page 260 (said nail and cap is also South 79 degrees 36 minutes 07 seconds West 136.80 feet from a railroad spike set in the center line of Hephzibah Church Road, the northernmost line of the property of Jones); thence with the common line of Jones the following two (2) courses and distances: (1) South 23 degrees 48 minutes 48 seconds East 29.58 feet to an iron pin on the southernmost right of way line of Hephzibah Church Road; and (2) South 23 degrees 48 minutes 48 seconds East 541.19 feet to a rebar, same being the southwesternmost corner of Jones as described in Deed Book 760 at Page 260. thence with the common line of Jones, South 88 degrees 04 minutes 43 seconds East 283.75 feet to an iron pin situated at an old fence line, said iron pin is the northwesternmost corner of Shaw as described in that deed recorded in Deed Book 2699 at Page

457; thence with the common line of Shaw, South 01 degrees 39 minutes 10 seconds East 195.19 feet to a rebar, corner of Freeman as described in those deeds recorded in Deed Book 1518 at Page 196, Deed Book 1906 at Page 760 and in Deed Book 1376 at Page 641; thence with the common line of Freeman, South 01 degrees 39 minutes 10 seconds East 400.0 feet to an axle, corner of Rudisill as described in those deeds recorded in Deed Book Page 351 and in Deed Book 1906 at Page 765; thence with the common line of Rudisill, South 03 degrees 40 minutes 02 seconds West and passing over a rebar at 655.00 feet, a total distance of 710.03 feet to a rebar on the common line of the property belonging to Gold Metal Homes of North Carolina, Inc. as described in that deed recorded in Deed Book 2573 at Page 835; thence with the common line of the property of Gold Metal Homes of North Carolina, Inc. as described in the foregoing deed and with the common line of the property as shown on that plat recorded in Plat Book 39 at Page 21, North 47 degrees 41 minutes 06 seconds West 761.09 feet to a rebar set at or near a fence corner, said rebar is a corner of the property of Allen as described in that deed recorded in Deed Book 2407 at Page 003; thence with the common line of Allen, North 48 degrees 23 minutes 15 seconds West 322.25 feet to a stone found on the fence line, corner of the property of Ratchford as described in that deed recorded in Deed Book 1002 at Page 355; thence with the common line of Ratchford, North 43 degrees 04 minutes 07 seconds East 748.68 feet to a rebar set on a terrace, said rebar is the southwesternmost corner of that 0.6724 on an acre tract conveyed to the Grantors as set forth in that deed of even dated from Annie Lee R. Ratchford; thence with the westernmost line of that 0.6724 of an acre tract conveyed to the Grantors herein, North 23 degrees 48 minutes 48 seconds West 600.81 feet to a railroad spike set in the center line of Hephzibah Church Road; thence along the center line of Hephzibah Church Road, North 76 degrees 03 minutes 16 seconds East 50.75 feet to the point of Beginning, containing 15.3182 acres.

The above description was taken from an unrecorded survey prepared by W. Bradley Freeman dated December 7, 1999 and revised July 6, 2000 captioned "Survey for Lois R. Freeman, Ruth R. Brackett and Annie Lee R. Ratchford".

BEING a portion of the property conveyed to PLNC Land, LLC, by North Carolina General Warranty Deed dated March 17, 2023, and recorded March 20, 2023, in Deed Book 5398, at Page 2004, Gaston County Register of Deeds.

**(Tax Parcel No.: 307146)**

Being all of Tract 2 (2,869,786 Sq. Ft., 65.881 Acres) as shown on plat entitled "Record Plat Showing Tracts 1 and 2 – Piedmont Lithium Carolinas, Inc." prepared by James H Mauney, Jr., PLS # L-3885, with James Mauney & Associates, P.A., Dated March 23, 2022, bearing file No. F2254, and recorded in Plat Book 96 at Page 110, Gaston County Register of Deeds, said tract being more particularly described by metes and bounds on said plat as follows:

Commence at an existing #5 iron rod in the center of Anthony Grove Road (60' public right-of-way) said iron rod being the common corner of the northwest corner of Commodore Homes LLC property as described in Deed Book 5271, Page 33 of the Gaston County Public Registry and the southwest corner of Linda B Beam Amended and Restated Revocable Trust as described in Deed Book 4951, Page 1467, of said Registry, said iron rod being further located North 70°05'21" East a distance of 11238.83 feet from NCGS monument "Dixie" having NAD 83 grid coordinates last updated in 2011 of N: 603,674.50, E:

1,294,741.14 with a combined grid factor of 0.99987531 and run along and with the line of Linda B Beam Amended and Restated Revocable Trust and continuing with the line of Commodore Homes LLC property as described in Deed Book 5271, Page 33 of said Registry North 80°21'21" East a distance of 510.88 feet to an existing #4 iron rod being the southwest corner of Charles Edward Bush property as described in Deed Book 2555, Page 696 of said Registry, thence along and with the line of Charles Edward Bush and continuing with the line of Linda B Beam Amended and Restated Revocable Trust as described in Deed Book 4951, Page 1467 of said Registry the following two (2) courses and distances: (1) North 80°23'08" East a distance of 379.25 feet to an existing #4 iron rod; and (2) North 07°44'56" East a distance of 152.85 feet to an existing #4 iron rod on line of George Bennett Allen property as described in Deed Book 2407, Page 3 of said Registry, thence along and with the line of George Bennett Allen North 80°26'33" East a distance of 176.87 feet to a new #4 iron rod being the true point and place of BEGINNING and thence continuing with the line of George Bennett Allen the following two courses and distances: (1) North 80°26'33" East a distance of 302.84 feet to a new #4 iron rebar; and (2) North 58°13'45" East a distance of 661.60 feet to a #6 iron rod on line of the Jeffrey L. Freeman Jr. and Kelly S. Freeman property as described in Deed Book 3119, Page 498 of said Registry; thence along and with the line of said Freeman property South 50°10'38" East a distance of 761.07 feet to an existing #6 iron rod being a northwest corner of Gaston Land Company property as described in Deed Book 5179, Page 2219 of said Registry; thence along and with the line of Gaston Land Company property as described in Deed Book 5179, Page 2219 of said Registry the following six (6) courses and distances: (1) South 50°40'27" East a distance of 195.62 feet to an existing #4 iron rebar; (2) South 21°47'06" East a distance of 495.30 feet to an existing #4 iron rebar; (3) South 14°32'26" East a distance of 404.11 feet to an existing #4 iron rebar; (4) South 01°42'09" West a distance of 254.64 feet to a new #4 iron rebar; (5) South 87°35'02" East a distance of 299.33 feet to an existing stone; and (6) South 27°36'49" East a distance of 509.09 feet to a point on line of the Catheryn C. Varalli and John A. Varalli property as described in Deed Book 1152, Page 709 of said Registry; thence along and with the line of said Varalli property the following three (3) courses and distances: (1) North 85°07'00" West a distance of 260.20 feet to a point; (2) South 75°27'52" West a distance of 273.50 feet to a point; and (3) South 19°38'23" West a distance of 189.07 feet to a point on line of the Charles Edward Gillespie property as described in Estate File 97-875 in the Gaston County Clerk of Court (the "Clerk"); thence along and with the line of said Gillespie property South 76°52'58" West passing through an existing #4 iron rod at 49.90 feet a total distance of 337.59 feet to an existing #4 iron rod being the northeast corner of the Elaine F. Cathi Putnam property as described in Estate File 10-1457 of said Clerk; thence along and with the line of said Putnam property North 76°18'46" West a distance of 805.64 feet to a new #4 iron rod; thence a new line the following four (4) courses and distances: (1) North 27°16'17" East a distance of 971.45 feet to new #4 iron rod; (2) North 72°35'22" West a distance of 600.72 feet to new #4 iron rod; (3) North 89°23'17" West a distance of 408.57 feet to new #4 iron rod; and (4) North 11°38'01" West a distance of 862.76 feet to a new #4 iron rod being the point or place of BEGINNING.

BEING all of the property conveyed to Gaston Land Company, LLC, by North Carolina General Warranty Deed dated and recorded May 31, 2022, in Deed Book 5340, at Page 1565, Gaston County Register of Deeds.