

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. DEPARTMENT OF ENERGY,
THE NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER,
AND
ALBEMARLE U.S., INC.,
FOR
KINGS MOUNTAIN LITHIUM MINE EXPANSION AND STORAGE FACILITY
CLEVELAND COUNTY, NORTH CAROLINA
DOE ENVIRONMENTAL ASSESSMENT (EA 2265)**

WHEREAS, the U.S. Department of Energy National Energy Technology Laboratory (“DOE NETL”), is a federal agency and plans to provide cost-share funding to Albemarle U.S., Inc. (“Albemarle”) for the expansion of the Kings Mountain Lithium Mine and associated facilities (the “Undertaking”) in Kings Mountain, Cleveland County, North Carolina, thereby making the Undertaking subject to review under the National Historic Preservation Act (“NHPA”), (54 USC § 306108), and its implementing regulations, 36 CFR Part 800 (also “Section 106”), and

WHEREAS, the Department of the Air Force (DAF) may provide cost share funding to Albemarle under the provisions of the Defense Production Act of 1950, as amended, Title III (Expansion of Productive Capacity and Supply), and DAF has designated DOE NETL as the lead federal agency for Section 106 compliance, pursuant to 36 CFR § 800.2(a)(2); and

WHEREAS, the Undertaking consists of, through a grant awarded to Albemarle, DOE NETL proposes to partially fund the design, construction, and start of operations for a mineral processing plant that would produce approximately 420,000 metric tons of spodumene concentrate annually as shown on the attached maps – Appendix A; and

WHEREAS, the Kings Mountain Mine (KMM) site is comprised of approximately 1,083.43 acres of disturbed, undisturbed, and developed land that is bisected by I-85, with a larger land area located on the northern side of the interstate, and a smaller land area south of the interstate which will contain the concentrator. A proposed Tailings Storage Facility (TSF) will be located approximately 3 miles southwest of the KMM site. The 143.8acre Archdale TSF will be used to store filtered and compacted tailings from the spodumene concentrate process. This site is shown in Appendix A; and

WHEREAS, DOE NETL has determined that the Undertaking will have an adverse effect on three (3) historic properties, that are eligible for listing in the National Register of Historic Places (NRHP) located within the APE (full list of adversely affected properties in Appendix B); and

WHEREAS, DOE NETL has consulted with the North Carolina State Historic Preservation Officer (“SHPO”) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the NHPA; and

WHEREAS, DOE NETL and SHPO, pursuant to 36 CFR § 800.14, have consulted in the development of this Agreement and are each a “Signatory” to this Agreement; and

WHEREAS, Albemarle, is a consulting party as a recipient for federal funding and is therefore an invited signatory, pursuant to 36 CFR § 800.2(c)(4); and,

WHEREAS, by email dated April 28, 2025, and in accordance with Section 106 of the NHPA, DOE NETL initiated consultation with the following Native American Tribes regarding this Undertaking: Catawba Indian Nation, Cherokee Nation, Eastern Band of Cherokee Indians, Muscogee (Creek) Nation, and Keetoowah Band of Cherokee (collectively known as “Tribes” or individually by name). The Tribes were invited to participate in the Agreement; and

WHEREAS, all of the five tribes listed above, were asked to review this MOA and make any comments that they would like to have addressed. They were all given 30 days to reply. It has been 85 days and none of the Tribes have responded.

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), DOE NETL has notified the Advisory Council on Historic Preservation (the “Council”) of the adverse effects and has invited them to participate in the Agreement, and the Council in a letter dated May 30, 2025, has declined to participate in the consultation; and

WHEREAS, DOE NETL, by email dated June 24, 2025, and a second time on July 18, 2025, invited the Cleveland County Historic Preservation Commission (CCHPC) to participate in this consultation as a concurring party to the Agreement. On Aug. 18, 2025, we did receive an email from CCHPC stating they requested to be a concurring party to this MOA or similar; and

WHEREAS, DOE NETL has solicited comments through having it posted on the US Department of Energy’s website, at <https://netl.doe.gov/node/6939>, to announce the beginning of a thirty (30)-day public review and comment period; and

WHEREAS, consultation listed in the above clauses, regarding the Section 106 resolution of adverse effects to the historic properties is shown in Appendix C of this Agreement; and,

NOW, THEREFORE, the DOE NETL, SHPO, and Albemarle (collectively known as “Signatories”) agree that the Undertaking will be implemented in accordance with the following stipulations to take into account the effect of the Undertaking on the historic properties.

STIPULATIONS

DOE NETL will ensure that the following measures are implemented:

I. Mitigation Strategies

A. Recordation/Documentation

To ensure there is a permanent record of the three historic properties as they now exist, Albemarle shall implement the photographic recordation plan outlined in Appendix D of this Agreement (“Recordation Plan”).

1. Initial digital draft of photographic recordation for the historic properties must be submitted to SHPO for review and comment prior to demolition of Park Grace School and Macedonia Baptist Church.
2. If SHPO does not comment within twenty (20) days of receipt, draft recordation materials may be considered sufficient for documentation and the Albemarle may proceed with demolition. If SHPO objects to any part of the recordation, Albemarle shall undertake the work necessary to complete recordation.
3. Final submittal of all recordation materials shall occur within sixty (60) days of the execution of this Agreement.

B. Community Outreach and Public Interpretation

In order to disseminate important information regarding the historic properties to the interested public, Albemarle will digitize any relevant historic documents from the record keepers of the historic properties and will generate an ArcGIS Story Map detailing the significance of the affected historic properties and other significant resources within the context of mining and industry in the Kings Mountain area (requirements outlined in Appendix E).

1. Historic Document Digitization
 - a. Albemarle will ask local groups and the previous historic property owners if there is any documentation related to the properties that exists in a hard copy format only. This may include enrollment logs, meeting minutes, yearbooks, etc.
 - b. The documents provided will be digitized and returned to their owners upon completion. Digital scans of the documents will be submitted to SHPO for filing with the North Carolina State Archives no later than twelve (12) months of the execution of this Agreement.
2. Story Map
 - a. The Story Map will be built under the SHPO’s ArcGIS ® account, and the final data will be submitted to the SHPO, to ensure SHPO has full access to the data in perpetuity.
 - b. Albemarle and their contracted consultant or designated Story Map builder will meet with the SHPO within ninety (90) days of the execution of this agreement to discuss the implementation of the Story Map requirements.
 - c. A draft Story Map will be submitted to the SHPO within ten (10) months of the execution of the agreement for review and comment. The SHPO and Albemarle will meet within fifteen (15) days after submission to discuss the draft Story Map.
 - d. Albemarle will address comments and recommendations provided by the SHPO and will provide a final draft Story Map within twenty (20) months of the execution of this agreement.

- e. The SHPO will have thirty (30) days to review the final draft. If comments are not provided within thirty (30) days, the draft may be considered final. Once all data has been provided to SHPO for archiving, Albemarle will have satisfied their responsibility for this mitigation measure.
- f. Once finalized, the online story map will be published on SHPO's website, using the ESRI ArcGIS® Story Map platform, and updates managed by SHPO. Albemarle will be notified and provided an opportunity to review post-publishing updates to the story map.

II. Unanticipated Discovery

In accordance with 36 CFR § 800.13(a), if Albemarle identifies additional cultural resource(s) during construction, all work will be halted within the limits of the resource(s) and DOE NETL will be contacted. DOE NETL will initiate the appropriate agency and/or Tribal coordination required for a determination of eligibility or recovery effort. Inadvertent or accidental discovery of human remains will be handled in accordance with North Carolina General Statutes Chapters 65 and 70.

III. Duration

Unless terminated pursuant to Stipulation VII, this Agreement will be in effect until DOE NETL, in consultation with the other Signatories, determines that all its terms have been fulfilled, or if Albemarle is unable or decides not to construct the Undertaking. furthermore, this Agreement will automatically expire if its terms are not carried out within five (5) years from the date of its execution. Prior to the Agreement's termination, completion, or expiration, DOE NETL may consult with the other Signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI.

IV. Monitoring and Reporting

Every six (6) calendar months following the execution of this Agreement, until it expires or is terminated, Albemarle shall provide all parties to the Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Albemarle's efforts to carry out the terms of this Agreement.

V. Dispute Resolution

Should any Signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, DOE NETL shall consult with such party to resolve the objection. If DOE NETL determines that such objection cannot be resolved, DOE NETL will proceed as follows:

- A. DOE NETL will forward all documentation relevant to the dispute, including DOE NETL proposed resolution, to the Council. The Council will provide DOE NETL with its advice on the resolution of the objection within thirty (30) days of

receiving adequate documentation. Prior to reaching a final decision on the dispute, DOE NETL will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council, Signatories and concurring party, and provide them with a copy of this written response. DOE NETL will then proceed according to its final decision.

- B. If the Council does not provide its advice regarding the dispute within the thirty-day (30) period, DOE NETL may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision on the dispute, DOE NETL will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and concurring party, and provide them and the Council with a copy of this written response. DOE NETL will then proceed according to its final decision.
- C. The parties' respective responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. Amendments

Should any of the Signatories or the concurring party to this Agreement believe that its terms cannot be carried out or that an amendment to the terms must be made, that party or those parties shall immediately consult with the other parties to develop amendments in accordance with 36 CFR § 800.6(c)(7). If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation V will be followed. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all the Signatories is filed with the Council.

VII. Termination

If any Signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VI above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories.

Once the Agreement is terminated, and prior to work continuing on the undertaking, DOE NETL must either (a) execute an Agreement pursuant to 36 CFR § 800.6; or (b) request, take into account, and respond to the comments of the Council under 36 CFR § 800.7. DOE NETL shall notify the Signatories as to the course of action it will pursue.

VIII. Implementation

Execution of this Agreement by DOE NETL, SHPO, and Albemarle, its subsequent filing with the Council, and implementation of its terms evidence that DOE NETL has afforded the Council an opportunity to comment on the Undertaking, and that DOE NETL has taken into account the effect of the Undertaking on the Historic Property.

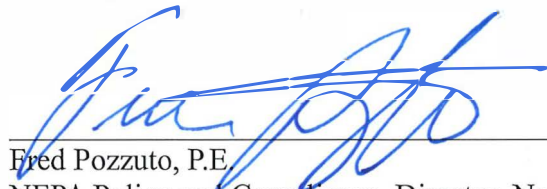
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DOE EA 2265**

SIGNATORY

Agreed

U.S. Department of Energy National Energy Technology Laboratory:



Date: 1 OCT 2025

Fred Pozzuto, P.E.

NEPA Policy and Compliance, Director, National Energy Technology Laboratory

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SIGNATORY

Agreed

North Carolina State Historic Preservation Officer:

Signed by:

90D6D367900849B...

9/12/2025

Date: _____

Darin Waters, Ph.D.

Deputy Secretary, North Carolina Department of Natural and Cultural Resources

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Agreed

Albemarle, U.S., Inc.:



Name: Eric W. Norris
Title: President

Date: 22 September 2025

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Concurring Party

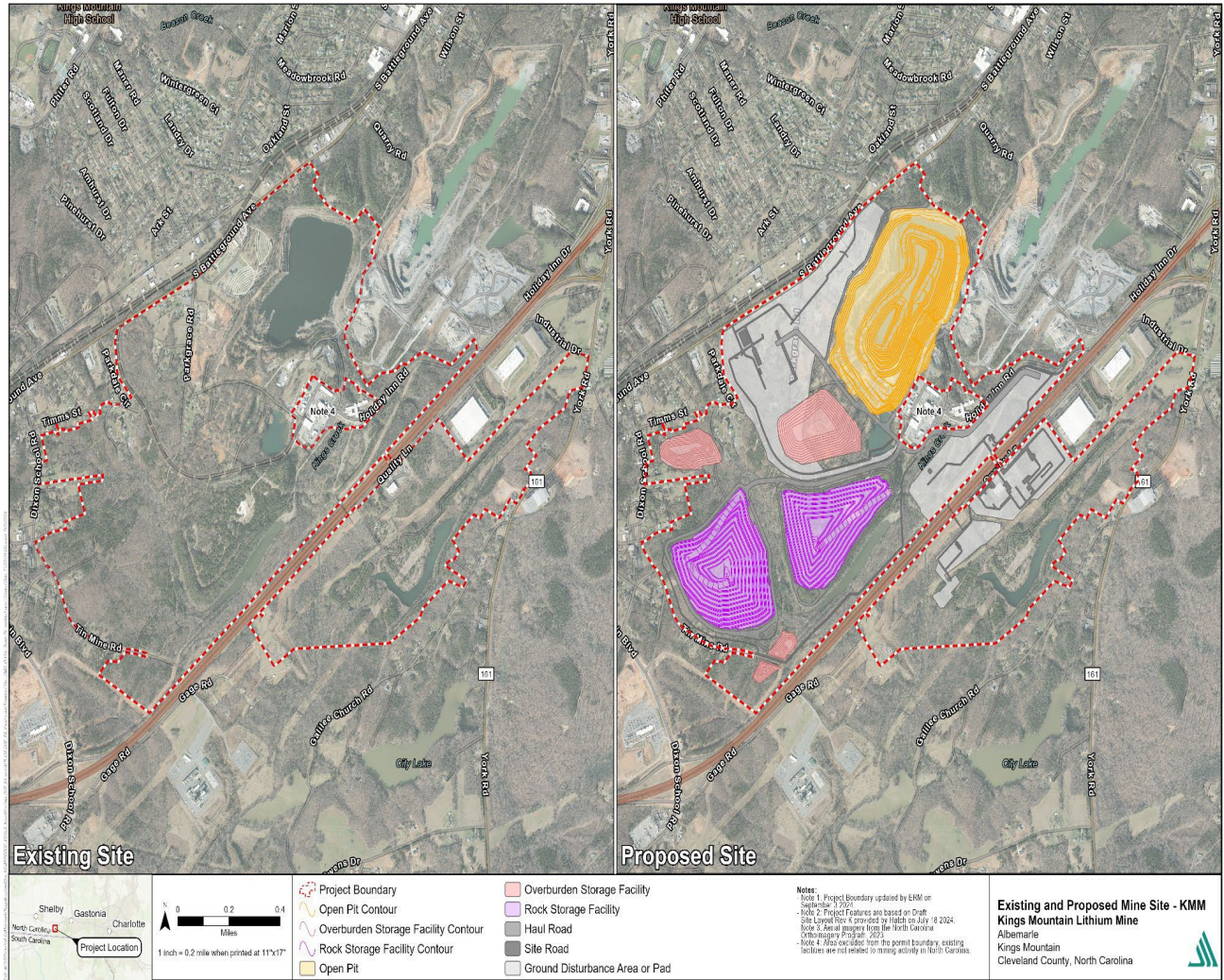
Cleveland County Historic Preservation Commission

Chris Monte Planning Director

NAME:

TITLE:

Date: Sept 24, 2025



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APPENDIX B
List of Historic Properties Affected

Property Name	NC HPO SSN	Determination of Eligibility	Effect
Park Grace School	CL0291	Eligible for NRHP (2023)	Direct; Demolition
Macedonia Baptist Church	CL1717	Eligible for NRHP (2023)	Direct; Demolition
Compact School	CL0297	Eligible for NRHP (2023)	Indirect; Visual

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APPENDIX C
Consultation Documentation



Tribal Letter
Catawba Indian Nat



Tribal Letter
Cherokee Nation Dr



Tribal Letter Eastern
Band of Cherokee Ir



Tribal Letter
Muscogee (Creek) N



United Keetoowah
Band of Cherokee D



Cleveland County
Historical Society M



Albemarle MOA
response letter from

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**APPENDIX D
Recordation Plan
For the three resources listed in Appendix B**

- I. Historical Background: A brief historical and physical narrative/description of the properties should be prepared to include the following (2 page maximum):
 - Date of construction and any major alterations.
 - Name of the architect/builder.
 - Ownership and uses of the property since initial construction.
 - Site plan of property and buildings with labels
 - Detail of any significant architectural details and elements
 - Historic photographs and aerial photography

- II. Photographic Requirements: Photographic views of the property and settings, including:
 - Overall views of the property.
 - Each visible elevation
 - Details of construction or design including exterior architecturally significant elements.
 - Interior views of character defining elements such as public spaces and representative room types.
 - Views showing the relationship of the building to its neighbors and within the setting.
 - Aerial photography, preferred but not required.
 - Site plan and interior floor plan keyed to photographs listed above; sketch drawing or aerial/satellite imagery with photo numbers and view direction indicated. Example can be provided upon request.

III. Format: Digital Photographs

- Digital images must be submitted on Flash Drive or CD
 - Use at least a 6 megapixel camera
 - May be jpeg format
 - Must be at least 3000 pixels x 2000 pixels (450 ppi for a 6.5” x 4.5”)
 - All digital images to be labeled according to current State Historic Preservation Office standards.
 - SSN_911Address_month-year_photographerinitials-01.jpg
 - EXAMPLE – CL0350_406BladenSt_04-24_kbh-01
 - View Descriptions should be listed in a photo log and identified by Digital File Name. This photo log should be created in a spreadsheet format and saved as a separate document from photo proof sheets.
 - Photo proof sheets must be created and saved digitally as well as printed for the final physical copy of the recordation packet. An example can be provided upon request.
 - Print (single sided) on bright white paper; no less than 24 lb. weight.
 - Color or Black & White
 - Minimum of 4 and a maximum of 9 images per resource per 8.5 x 11 inch sheet with no image smaller than 3 inches on its longest side.
 - File names either underneath or on the reverse side of the image.

IV. Copies and Curation:

- Upon acceptance of the final draft, items requested as part of the recordation packet must be deposited with the North Carolina State Historic Preservation Office to be made a permanent part of the statewide survey and iconographic collection.
 - Physical Copy – Historic Background report, Photo sheets and keyed floor/site plan.
 - Digital Copy – (1) A folder containing each individual photograph with file names labeled as instructed, (2) Site/floor plans keyed to Photos, (3) Photo sheets, (4) Historic Background report and any associated maps, historic photos, etc., and (5) photo log spreadsheet.

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**APPENDIX E
Story Map Requirements**

- I. Albemarle will procure a consultant or designate one of its staff to complete a web-based storyboard/story map (story map) project that explores the history of Kings Mountain, historic properties of Kings Mountain and their significance within the local context of industry and mining.
- II. The story map will include a credit line as follows: “This web-based story map was produced under the terms of a Memorandum of Agreement, pursuant to Section 106 of the National Historic Preservation Act, among the U.S. Department of Energy, North Carolina State Historic Preservation Officer, and Albemarle, Inc., regarding the resolution of adverse effects caused by expansion of the Kings Mountain Lithium Mine facilities.”
- III. The story map will include, but is not limited to, the following pages/content:
 - History of Cleveland County and Kings Mountain
 - Significance of industry and mining in Kings Mountain
 - Interests (POI) – Exploration Map of historic properties and places
 - Local/Community Stories
 - User Input Platform: “Share your Stories” ; To be completed by NC SHPO