

INDUCEMENT AGREEMENT

THIS INDUCEMENT AGREEMENT (this "Agreement") made and entered into as of March 20, 2012 by and between **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and **ROY METAL FINISHING COMPANY, INC.**, a South Carolina corporation ("RMFC"), and **JPCR, LLC**, a South Carolina limited liability company ("JPCR" and together with RMFC, the "Company").

WITNESSETH:

ARTICLE I RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County, by and through its County Council, is authorized and empowered by the provisions of Title 12, Chapter 44, Code of Laws of South Carolina 1976, as amended (the "Act") to allow for the payment of certain fees in lieu of ad valorem taxes with respect to industrial properties through which the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company has requested the County's assistance in the acquisition, installation and construction of land, improvements, fixtures, machinery, equipment, furnishings and/or other real and/or tangible personal property (collectively, the "Project") to constitute a relocation and expansion of RMFC's facilities in the County for the manufacture of metal finishes. The Project will involve an aggregate investment of at least \$13,000,000 within five (5) years of the end of the property tax year in which any portion of the Project is first placed in service (the "Investment Period").

(c) The Company and the County have agreed to negotiate an agreement for payments in lieu of ad valorem taxes as authorized by the Act.

(d) The County has represented to the Company that the Project site is located in a joint county industrial/business park (the "Park") established pursuant to Section 4-1-170, Code of Laws of South Carolina 1976, as amended, and an agreement between the County and Williamsburg County, South Carolina dated as of October 4, 1994 (the "Park Agreement").

(e) The County has given due consideration to the economic development impact of the Project, and as a preliminary matter based on information provided by the Company, hereby finds and determines that (i) the Project is anticipated to benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally, (ii) the Project will give rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either, (iii) the purposes to be accomplished by the Project, i.e., economic development, retention of jobs, and addition to the tax base of the County, are proper governmental and public purposes, (iv) the inducement of the location or expansion of the Project within the County and State is of paramount importance and (v) the benefits of the Project will be greater than

the costs. The County, therefore, has agreed to effect the issuance and delivery of this Agreement pursuant to the Act and a Resolution of the County Council adopted March 20, 2012 (the "Resolution"), and on the terms and conditions set forth.

ARTICLE II UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The County, subject to the limits set forth herein, agrees to enter into a Fee in Lieu of Tax Agreement (the "Fee in Lieu of Tax Agreement") with the Company with respect to the Project.

Section 2.2. The Fee in Lieu of Tax Agreement will be executed at such time and upon such mutually acceptable terms as the Company shall request, subject to the provisions of Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee in Lieu of Tax Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act, as to be agreed upon by the County and the Company. Such Fee in Lieu of Tax Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee in Lieu of Tax Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act.

(b) The Fee in Lieu of Tax Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, such Agreement will not give rise to any pecuniary liability of the County and shall not create a charge against the general credit or taxing power of the County, the State of South Carolina or any incorporated municipality.

(c) The Fee in Lieu of Tax Agreement shall contain a provision requiring the Company to make payments in lieu of taxes to the County for a period of twenty (20) years after each year of the capital investment made under the Fee in Lieu of Tax Agreement during the Initial Investment Period (as defined in Section 3.2(f) hereof), and any extension of such investment period by amendments or supplements to the Fee in Lieu of Tax Agreement granted by the County, to the extent permitted by law. The amounts of such payments shall be determined by using (i) an assessment ratio of 6%; (ii) a fixed millage rate equal to the cumulative millage rate in effect at the site of the Project as of June 30, 2011 (which is understood to be 267.4 mils); and (iii) the fair market value of Project property as determined by the Department of Revenue in accordance with the Act. For purposes of computing the amount of such fee, in accordance with the terms of Section 12-44-50(2) of the Act, the property shall be allowed all applicable property tax exemptions except the exemption allowed under Section 3(g) of Article X of the Constitution of the State of South Carolina and the exemptions allowed pursuant to Sections 12-37-220(B)(32) and (34) of the Code of Laws of South Carolina 1976, as amended.

(d) The Company may dispose of and replace property subject to fee in lieu of tax payments, as set forth in Section 12-44-60 of the Act; the fee with respect to such replacement property shall be calculated in accordance with the provisions of said Section 12-44-60.

Section 2.4. The County hereby permits the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee in Lieu of Tax Agreement. Contracts for acquisition, construction and purchase of land, buildings, machinery, equipment

and related real and personal property deemed necessary under the Fee in Lieu of Tax Agreement or that are otherwise permitted under the Act may be let by the Company, in its sole discretion.

Section 2.5. The County acknowledges that the Park Agreement will expire pursuant to its terms on October 4, 2014 (the “Original Termination Date”) and that such date is prior to the date upon which the Fee in Lieu of Tax Agreement will terminate according to its terms (the “Fee Termination Date”). Accordingly, the County agrees to use its best efforts, on or before the Original Termination Date, to cause (i) the Project to be included in a duly authorized, executed and delivered successor joint county industrial park agreement with an adjoining South Carolina county pursuant to Section 4-1-170 Code of Laws of 1976, as amended, which successor agreement shall contain a termination date occurring no earlier than the Fee Termination Date (a “Successor Park Agreement”), or in the alternative, (ii) with the Company’s consent, the Park Agreement to be amended such that the Original Termination Date shall be extended to a date occurring no earlier than the Fee Termination Date. In the event for any reason that the Successor Park Agreement (or the Park Agreement, as extended), shall be terminated prior to the Fee Termination Date, the County agrees that it will, pursuant to said Section 4-1-170, and to the extent allowed by law, use its best efforts to cause the Project to be included in a (or another) duly authorized, executed and delivered Successor Park Agreement.

Section 2.6. Notwithstanding anything in this Agreement to the contrary, the authorization by the County of the Fee in Lieu of Tax Agreement is subject to compliance by the County with the provisions of the Home Rule Act regarding the enactment of ordinances and shall not constitute a general obligation or indebtedness of the County nor a pledge of the full faith and credit or the taxing power of the County. Further, the County will perform such other acts and adopt such other proceedings, consistent with this Agreement, as may be required to faithfully implement this Agreement and will assist, in good faith and with all reasonable diligence, with such usual and customary governmental functions as will assist the successful completion of the Project by the Company.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. The County will have no obligation to assist the Company in finding any source of financing for all or any portion of the property constituting the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition, construction and installation of the Project.

Section 3.2. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To enter into the Fee in Lieu of Tax Agreement, under the terms of which it will obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3(c) hereof;

(b) With respect to the Project, to reimburse the County for all out-of-pocket costs, including reasonable attorney’s fees of the County actually incurred, and other out-of-pocket expenditures to third parties to which the County might be reasonably put with regard to executing and entering into this Agreement and the Fee in Lieu of Tax Agreement;

(c) To hold the County harmless from all pecuniary liability including, without limitation, environmental liability, and to reimburse the County for all expenses to which the County might be put in the fulfillment of its obligations under this Agreement and in the implementation of its terms and provisions, including reasonable legal expenses and fees;

(d) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, acquisition, construction and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project. This indemnity shall be superceded by a similar indemnity in any Fee in Lieu Agreement;

(e) To apply for, and use commercially reasonable efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the construction and implementation of the Project; and

(f) To invest an aggregate of not less than Thirteen Million Dollars (\$13,000,000) in the Project (not all of which investment must be included within the Fee in Lieu of Tax Agreement) by the end of the Investment Period.

ARTICLE IV GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof, and the adoption by the County Council of an ordinance authorizing the execution and delivery of such documents and approving the terms thereof. If the parties enter into the Fee in Lieu of Tax Agreement, each party shall, perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings pursuant to the Fee in Lieu of Tax Agreement.

Section 4.3. If for any reason this Agreement (as opposed to the Fee in Lieu of Tax Agreement, which is contemplated to be negotiated, signed and delivered subsequent to the execution and delivery of this Agreement) is not executed and delivered by the Company on or before December 31, 2012 the provisions of this Agreement may be cancelled by the County by delivery of written notice of cancellation signed by the Chairman of County Council and delivered to the Company; thereafter neither party shall have any further rights against the other and no third parties shall have any rights against either party except that the Company will pay the out-of-pocket expenses to third parties of officers, agents and employees of the County and counsel for the County incurred in connection with the authorization and approval of the Fee in Lieu of Tax Agreement.

Section 4.4. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to the parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

Section 4.5. To the maximum extent allowable under the Act, the Company may, with the prior consent of the County (which shall not be unreasonably withheld), assign (including, without limitation, absolute, collateral, and other assignments) all or part of its rights and/or obligations under this Agreement to one or more other entities, in connection with the Fee in Lieu of Tax Agreement, without adversely affecting the benefits to the Company or its assignees pursuant hereto or pursuant to the Act;

provided, however, that the Company may make any such assignment to an affiliate (within the meaning of the U.S. Treasury regulations) of the Company without obtaining the consent of the County, to the extent permitted by law.

Section 4.6. This Agreement may not be modified or amended except by a writing signed by or on behalf of all parties by their duly authorized officers and approved by appropriate legal process. No amendment, modification, or termination of this Agreement, and no waiver of any provisions or consent required hereunder shall be valid unless consented to in writing by all parties.

Section 4.7. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof should be so construed or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or other legal entity relationship between the County and the Company.

Section 4.8. This Agreement constitutes the entire agreement between the parties regarding the matters set forth herein. This Agreement shall be interpreted by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below, as of the date first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

(SEAL)

By: _____
Chairman of County Council

By: _____
County Administrator
Greenville County, South Carolina

Attest:

By: _____
Clerk, County Council of
Greenville County, South Carolina

[SECOND SIGNATURE PAGE OF INDUCEMENT AGREEMENT]

ROY METAL FINISHING COMPANY, INC.

By: _____
Name: _____
Title: _____

JPCR, LLC

By: _____
Name: _____
Title: _____