

SECTION 4. Construction Requirements. The Company acknowledges that the location of the Facility on the Property must comply with appropriate County land use requirements and site specific covenants and restrictions, zoning, requirements and the International Building Code currently in force in the County (collectively, the “**Construction Requirements**”) before construction can begin. The Company shall construct the Facility in accordance with the Construction Requirements. The Company is responsible for all costs of the Facility.

SECTION 5. Permits. The County will use its best efforts to assist the Company in working with the South Carolina regulatory agencies to expedite the permitting process for the Property and the Facility. The County will commit to expedite, to the extent permitted by law, both timing and procedure with respect to the permitting process for permits over which it has sole control. Further, the County represents and warrants that the land use plan currently in effect for the Property allows the construction and operation of the Project as the Project has been represented by the Company to the County. Further, the County agrees to cooperate, to the extent permitted by law, with necessary building and construction variances or changes necessary to complete and operate the Facility.

SECTION 6. Confidentiality. Except as otherwise required by the laws and regulations of the State of South Carolina, the Parties agree to keep confidential all plans, drawings, documents, studies and information relating to the design, construction, training, training procedure and operation of the Project. The Parties’ obligations hereunder shall not extend or apply to any information or data (i) which is already in, or comes hereafter into, the public domain other than through a violation of this agreement, (ii) which is already in the party’s possession other than from the Company or through violation of this agreement, (iii) which is at any time disclosed by a third party who has the right to make such a disclosure, or (iv) which is developed independently by any party to this Agreement. The Company and the County agree to coordinate the public announcement of the Project. The Company and the County agree to cooperate with continuing public announcements during the construction of the Facility.

SECTION 7. Indemnification.

A. Except as provided in this Section, the Company shall indemnify and save the County, its past, present and future employees, elected officials, officers and agents (each, an “**Indemnified Party**”) harmless against and from all claims by or on behalf of any person arising or relating to the County’s execution or delivery of this Agreement and any other documents reasonably necessary to effect the transactions contemplated by Agreement, and any related procedural documents and amendment entered into with respect to the Project (collectively, “**Transaction Documents**”) or performance of the County’s obligations under the Transaction Documents, or the administration of its duties pursuant to the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents. If such a claim is made against any Indemnified Party, then subject to the provisions of subsection (B), the Company shall defend the Indemnified Party in any action or proceeding.

B. Notwithstanding anything herein to the contrary, the Company is not required to indemnify any Indemnified Party against any claim or liability (1) occasioned by the acts or omissions of that Indemnified Party, which are unrelated to the County’s execution of the Transaction Documents, the performance of the County’s obligations under the Transaction Documents, or the administration of the County’s duties under the Transaction Documents, or otherwise by virtue of the County having entered into the Transaction Documents; (2) resulting from that Indemnified Party’s own negligence, bad faith, fraud, deceit, or willful misconduct; or (3) arising from the County’s customary performance and administration of its obligations and duties in connection with its operation of the County’s governmental functions outside of the County’s execution of the Transaction Documents, the County’s performance of its obligations under the Transaction Documents, or the County’s administration of its duties under the Transaction Documents.

C. An Indemnified Party may not avail itself of the indemnification provided in this Section hereof unless it provides the Company with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, in order to afford the Company notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

D. Following the notice required by subsection (C), the Company shall resist or defend against any such claim or demand, action or proceeding, at its expense, using counsel of its choice. To the extent permitted by law, the Indemnified Party shall, in such an action or proceeding, assist the Company in asserting all lawful defenses, including, without limitation, sovereign immunity. Nothing herein shall be construed as a waiver or diminishment of any sovereign immunity available to any Indemnified Party under the laws of the State. The Company is entitled to manage and control the defense of or respond to any claim, charge, lawsuit, regulatory proceeding or other action, for itself and the Indemnified Party; provided the Company is not entitled to settle any matter at the separate expense or liability of any Indemnified Party without the consent of that Indemnified Party, which consent shall not be unreasonably withheld. In the event that such consent is unreasonably withheld and such action results in additional expense or cost to the Company, that Indemnified Party shall be liable for such additional expense or cost. To the extent any Indemnified Party desires to use separate counsel for any reason, other than an unwaivable conflict of interest, as determined under the South Carolina Rules of Professional Conduct, that Indemnified Party is responsible for its independent legal fees.

E. The indemnity covenants specified in this Section will remain in effect only until the completion or termination of the Transaction Documents and the incentives as contemplated by the Transaction Documents, including any extensions thereto, plus a period equal to the statute of limitations applicable to any such claims.

Section 8. Miscellaneous.

A. Binding Agreement: Termination. Except as herein below provided, this Agreement shall be binding upon the Parties hereto; provided, however, it is understood that the County may be bound to its obligations hereunder only after the County Council has approved such actions, pursuant to adoption of an ordinance or ordinances in accordance with state law. In that regard, the County intends to commence such readings and procedures as soon as it receives from the Company, or its legal counsel, mutually agreeable ordinances containing all necessary attachments, including the Purchase Agreement, and other necessary documents, all in final form (the "**Necessary Documents**"). In connection with timely receipt, the Company acknowledges that the deadline for receipt of the Necessary Documents is noon p.m. on the Tuesday immediately preceding the County Council's regularly scheduled Monday meeting ("**Agenda Ready Deadline**") and that there is a comparable period for the Agenda Ready Deadline as to any special called County Council meetings.

All commitments of the Parties are collectively dependent, each on the other, and are subject to the condition that the Parties continue to agree on collectively acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions of this Agreement.

B. Satisfaction of Requirements. The Company understands and agrees that the conveyance to be made by the County under the terms and conditions of this Agreement are based and conditioned solely upon and made expressly contingent upon and subject to the Company's commitment to the creation of not less than the Required Jobs with healthcare benefits.

C. Merger. This Agreement contains the entire understanding between the Company and the County and may be amended only in a writing duly executed by the Company and the County.

D. Choice of Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of South Carolina without giving effect to any choice of conflict of law provision or rule (whether of the State of South Carolina or any other jurisdiction).

E. Assignability. It is specifically agreed by the parties that the Company shall have the right to assign this Agreement, in whole or in part, to any wholly owned subsidiary.

F. No Joint Venture. Nothing in this Agreement is intended to create nor should it be construed or interpreted as to create any third party beneficiary rights in any form whatsoever, nor any form of partnership, joint venture, or any other legal entity relationship among the Parties.

G. County's Expenses. The Company agrees to pay the County's expenses, including attorneys fees and costs, relating to the Project, promptly after the County provides to the Company a request therefor, but in no event more than 30 days after the County's request for payment of such expenses.

H. Counterpart Execution. The Parties may execute this Agreement in multiple counterparts, each of which is an original and all of which together is one and the same instrument.

Signature pages to follow.



FAIRFIELD COUNTY, SOUTH CAROLINA

By: David L. Ferguson Sr.
Name: David L. Ferguson, Sr.
Title: Chairman

(SEAL)
ATTEST:

Shirley H. Brown
Clerk to County Council
Fairfield County, South Carolina

TJH DESIGNS GROUP, INC.

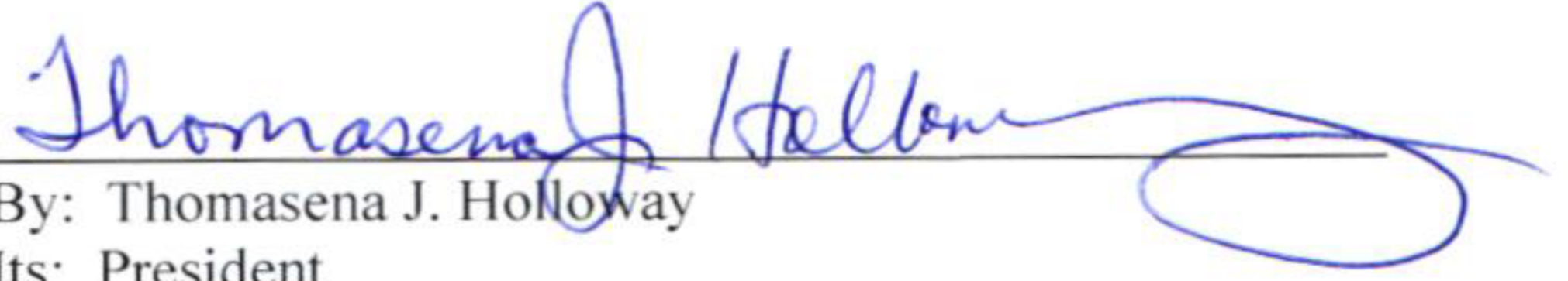

By: Thomasena J. Holloway
Its: President

EXHIBIT A
REQUIRED JOBS

See Attached.

TJH Designs Group, Inc. Staffing Plan (5 Year Projection)

Last updated:

4/25/2012

| Personnel | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|--|----------|-----------|-----------|-----------|-----------|
| President | | | | | 1 |
| Administrative | 1 | 2 | 2 | 3 | 3 |
| Outside Sales | 1 | 3 | 3 | 3 | 3 |
| Financial Analyst | 1 | 1 | 1 | 1 | 1 |
| Business Analyst | | 1 | 1 | 1 | 1 |
| Inside Sales/Customer Service | 2 | 4 | 4 | 6 | 6 |
| Inside Sales International | | | | | 2 |
| Office Manager | | 1 | 1 | 1 | 1 |
| Outside Sales International | | | 1 | 2 | 4 |
| Outside Sales Manager | | | 1 | 1 | 1 |
| Inside Sales Manager | | | 1 | 1 | 1 |
| Shipping/Receiving/Logistics/Scheduling | | 1 | 1 | 2 | 4 |
| Stock Clerk/Order Filler/Inventory control | | 1 | 2 | 2 | 4 |
| Driver | | 1 | 1 | 1 | 2 |
| Traffic Clerk | | | 1 | 1 | 3 |
| Shipping/Logistics Supervisor | | | 1 | 1 | 2 |
| Manufacturing/Product Build | | | 2 | 3 | 5 |
| Assembly Clerk | | | 2 | 2 | 5 |
| Quality Control | | | 2 | 2 | 3 |
| Dispatcher | | | 1 | 2 | 2 |
| Seasonal/Temporary | 3 | 5 | 7 | 10 | 7 |
| Total Staff | 8 | 20 | 35 | 45 | 61 |