

## ARTICLE X

## PURCHASE AND OPTION TO PURCHASE PROPERTY;

Section 10.01. Mandatory Purchase of Project by Tenant. If, during the Term (i) as a consequence of a defect in title the Tenant and County shall be denied the use and occupancy of the Project; (ii) a final decree or judgment shall be entered by a court of competent jurisdiction that the Act is invalid, unenforceable, or unconstitutional or that the negotiated payments in lieu of taxes described in Section 6.03 hereof are invalid, unenforceable, or unconstitutional or a change occurs in the Constitution or other laws and regulations of the State or the United States of America which would render the payments in lieu of taxes described herein or any other provision hereof invalid, unenforceable, or unconstitutional; or (iii) as a result of any changes in the Constitution of the State or the Constitution of the United States of America; or of a legislative or administrative action (whether state or federal); or by final decree, judgment, or order of any court or administrative body (whether state or federal) entered after the contest thereof, this Lease shall have become void or unenforceable or impossible to perform in accordance with the intent and purposes of the parties as expressed in this Lease, then in any such event, whether any financing instrument is outstanding and unpaid, or not, the Tenant shall purchase the Project. Any such purchase provided for herein shall be made not later than 45 days after such use or occupancy is denied or such change, decree, final judgment, or order, as the case may be, or at such later date as may be agreeable to the County. Upon such purchase, this Lease shall terminate.

Section 10.02. Options to Purchase the Project; Exercise of Option Hereunder. The Tenant or any third party the Tenant assigned this right in compliance with this Lease and the Act shall have, and is hereby granted, the unconditional option to purchase all or a portion of the Project prior to the expiration of the full Term hereof at any time and from time to time and for any reason or no reason such option shall be exercisable whether or not an Event of Default has occurred and is continuing.

To exercise such option, the Tenant (or eligible third party) shall give written notice to the County and shall specify therein the anticipated date of closing such purchase and which portions of the Project are to be purchased, which date shall be not less than 30 days nor more than 90 days from the date such notice is mailed. If a third party exercises this option, to be operative hereunder the notice must be accompanied by conclusive written proof that the Tenant assigned this purchase option.

Upon the purchase pursuant to such option, this Lease shall terminate with respect to the portion of the Project so purchased.

Section 10.03. Purchase Price. The purchase price (total legal consideration) for any purchase of all or any portion of the Project pursuant to Sections 10.01 or 10.02 hereof shall be One and 00/100 Dollars (\$1.00). In addition to payment of such purchase price, however, the purchaser of any such portion must pay to the County an amount equal to (a) any basic or additional rental due or to become due hereunder with respect to such portion, including, without limitation, any unpaid fees and expenses of, or other amounts payable hereunder, to the County, and (b) any unpaid but



due and owing FILOT Payments before such purchase may be completed and duly recorded.

Section 10.04. Status of Title. In the event of any purchase of the Project or any portion thereof pursuant to any provision of this Lease, the County shall convey good and marketable title by a bill of sale in substantially the same form set forth in *Exhibit D* and/or by a limited warranty deed in substantially the same form set forth in *Exhibit C* to the Tenant or any sublessee, leasehold mortgagee, or assignee of Tenant; but the County shall not otherwise be obligated to give or assign any better title than existed on the first day of the Term. The Tenant, or any sublessee or leasehold mortgagee, shall accept such title, subject, however, to (i) Permitted Encumbrances, (ii) any liens, encumbrances, charges, exceptions, and restrictions not created or caused by the County, and (iii) applicable laws, regulations, and ordinances. Although the County shall be obligated to convey title to the Project as aforesaid on the date of purchase upon receipt of the purchase price therefor, the County shall nevertheless have such additional time as is reasonably required by the County to deliver or cause to be delivered to the Tenant, or any sublessee or assignee, all instruments and documents required by the Tenant, or any sublessee or assignee, and necessary to remove from record or otherwise discharge from liens, encumbrances, charges, or restrictions in order that the County may convey title as aforesaid.

Section 10.05. Conveyance; Charges Incident Thereto. Upon the date fixed for the purchase of the Project or any portion thereof by the Tenant, or any sublessee, leasehold mortgagee, or assignee, the Tenant, or any sublessee, leasehold mortgagee, or assignee shall tender the purchase price therefor and the additional payments required by Section 10.03 of this Lease to the County or its order, and the County shall deliver a deed for the Project or such portion thereof to the Tenant (or sublessee, if applicable). The Tenant shall pay all expenses to the county and all other charges incident to any conveyance, including any recording fees and other applicable federal, state, and local taxes and the like.

[End of Article X]



## ARTICLE XI

## EVENTS OF DEFAULT AND REMEDIES

Section 11.01. Events of Default. Any one or more of the following events shall constitute an Event of Default:

- (a) if the Tenant shall assign this Lease or sublet the whole or any part of the Project in violation of any restrictions contained herein or in the Act;
- (b) if default shall be made by the Tenant in the due performance of or compliance with any of the terms hereof, including payment, and such default shall (i) continue for 30 days after the County shall have given the Tenant written notice of such default or an Authorized Tenant Representative shall otherwise have actual notice thereof, or (ii) in the case of any such default which can be cured but which cannot with due diligence be cured within such 30-day period, if the Tenant shall fail to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with the default not susceptible of being cured with due diligence within 30 days that the time of the Tenant within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with due diligence;
- (c) if any material representation or warranty made by the Tenant herein or any statement or certificate furnished or delivered by the Tenant in connection with the execution and delivery of this Lease, proves untrue in any material respect as of the date of the issuance or making thereof or is knowingly violated or breached, as the case may be;
- (d) if the Tenant shall abandon the Project;
- (e) Tenant bankruptcy.

Section 11.02. Remedies on Event of Default. Upon the occurrence of any Event of Default, the County at its option may terminate this Lease by 30 days' prior written notice specifying the termination date and transferring the Project back to the Tenant as of the specified termination date. If the Tenant fails to pay the fee-in-lieu of tax payments due under Section 6.03, the County shall have the same collection and enforcement rights and remedies as it would have for the collection of ad valorem taxes.

Section 11.03. Tenant's Obligation to Survive Repossession and Termination. Except as hereinafter provided, no termination of the Term of the Lease or repossession of the Project pursuant to Section 11.02 hereof shall relieve the Tenant of its liability and obligations to make the payments required by Sections 6.03 and 6.04 hereof for periods before the termination and/or repossession, all of which shall survive any such termination or repossession.



[End of Article XI]



## ARTICLE XII

## MISCELLANEOUS

Section 12.01. Rights and Remedies Cumulative. Each right, power, and remedy of the County or of the Tenant provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Lease or now or hereafter existing at law or in equity, in any jurisdiction where such rights, powers, and remedies are sought to be enforced. The exercise by the County or by the Tenant of any one or more of the rights, powers, or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the County or by the Tenant of any such other rights, powers, or remedies.

Section 12.02. Successors and Assigns. The terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 12.03. Notices, Demands, and Requests. All notices, demands, and requests to be given or made hereunder to or by the County or the Tenant shall be in writing, and shall be deemed to be properly given or made if sent within the United States by United States first class mail, postage prepaid and addressed as follows or at such other places as may be designated in writing by such party, or outside the United States by Federal Express or other international carrier:

(a) As to the County:

Fairfield County, South Carolina  
Office of the County Administrator  
P.O. Drawer 60  
Winnsboro, South Carolina 29180  
Telephone: (803) 712-6501  
Fax: (803) 635-5969

(b) As to the Tenant:

MC Squared Finishing Solutions, LLC  
101 Tillessen Blvd.  
Ridgeway, South Carolina 29130  
Attention: Tim Woods  
Telephone: (803) 337-5264  
Fax: (803) 337-5265



With copy to:

McNair Law Firm, P.A.  
Post Office Box 11390  
Columbia, South Carolina 29211  
Attention: Erik P. Doerring  
Telephone: (803) 799-9800  
Fax: (803) 376-2277

Section 12.04. Applicable Law; Entire Understanding. This Lease shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Lease expresses the entire understanding and all agreements of the parties hereto with each other. Neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Lease or in certificates delivered in connection with the execution and delivery hereof.

Section 12.05. Severability. In the event that any clause or provisions of this Lease shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 12.06. Headings and Table of Contents; References. The headings of the Lease and any Table of Contents or Index annexed hereto are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof. All references in this Lease to particular Articles, Sections, or subdivisions of this Lease are references to the designated Articles, Sections, or subdivisions of this Lease.

Section 12.07. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

Section 12.08. Amendments. Except as specifically provided herein, this Lease may be amended only by a writing signed by both parties.

Section 12.09. Waiver. Either party may waive compliance by the other party with any term or condition of this Lease only in a writing signed by the waiving party.

Section 12.10. Memorandum of Lease Agreement; Leasehold Mortgage Rider. The County and the Tenant agree to execute a short form memorandum of this Lease upon execution and delivery hereof for recording with the Clerk of Court of Fairfield County, South Carolina. They further agree to execute a Leasehold Mortgage Rider in the form attached hereto as *Exhibit F*.

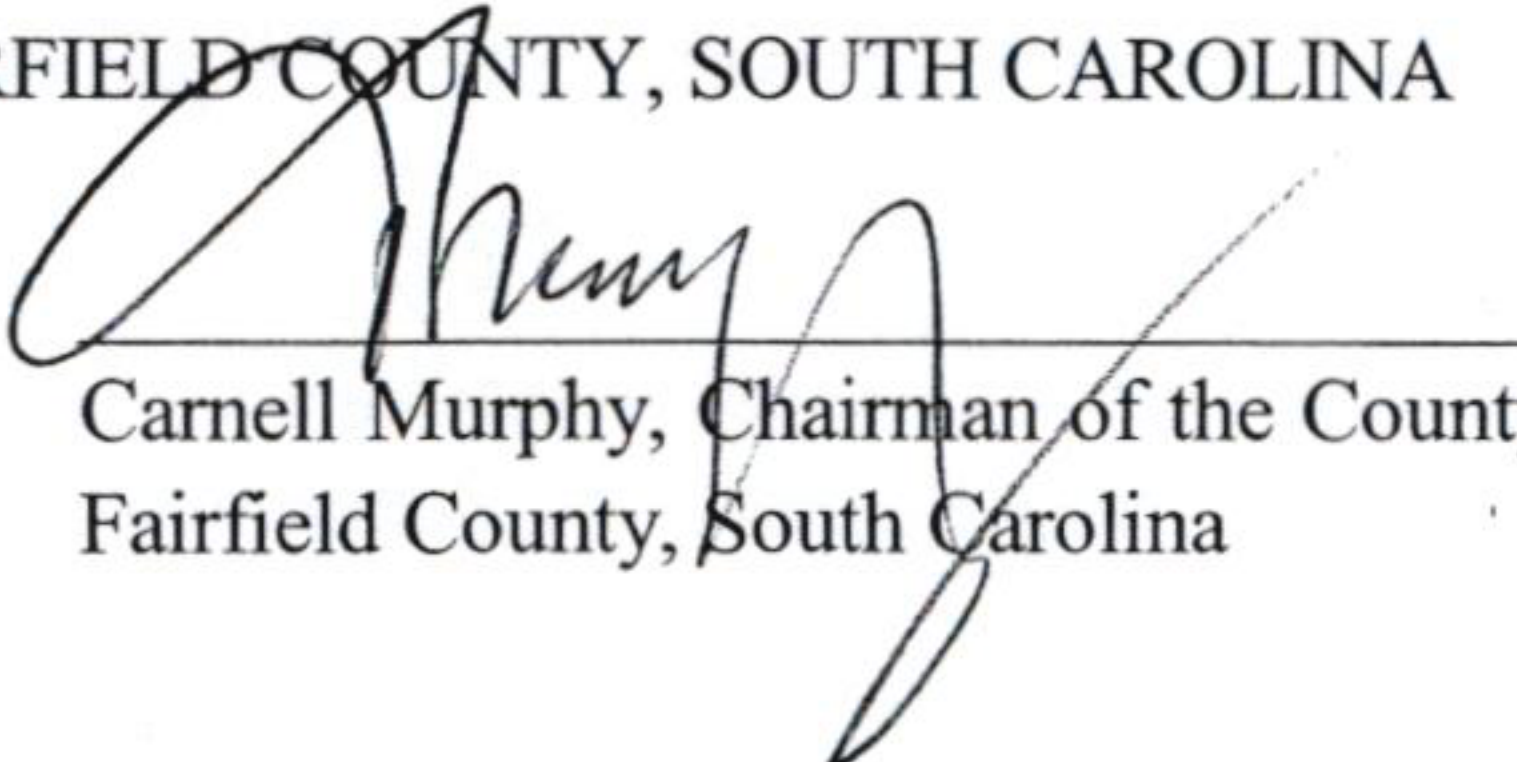
Section 12.11. Waiver of Recapitulation Requirement . Pursuant to Section 4-12-45 (B) of the Act the parties agree to waive the recapitulation requirement of the terms hereof and all the other items described in Section 4-12-45 of the Act.

[End of Section XII and of Agreement; Signatures Appear on Next Page]




IN WITNESS WHEREOF, Fairfield County, South Carolina, has executed this Lease by causing its name to be hereto subscribed by the Chairman of its County Council for the County and attested by the Clerk to the County Council, and MC Squared Finishing Solutions, LLC, has executed this Lease by causing its company name to be hereunto subscribed by its President, all being done as of the day and year first above written.

FAIRFIELD COUNTY, SOUTH CAROLINA

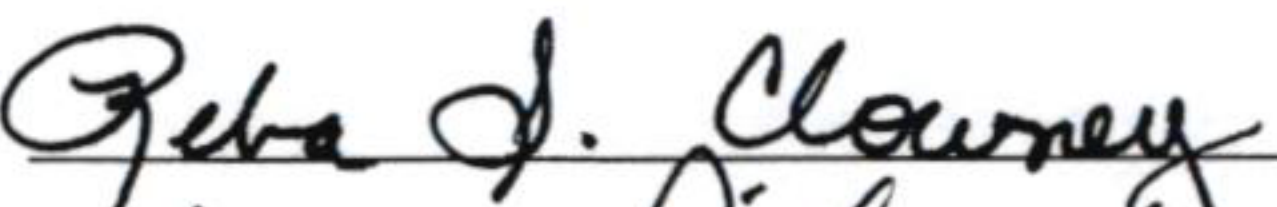

By:   
Carnell Murphy, Chairman of the County Council of  
Fairfield County, South Carolina

(SEAL)


ATTEST:

By:   
Shryll M. Brown, Clerk to County  
Council of Fairfield County, South Carolina

WITNESSES:

MC SQUARED FINISHING SOLUTIONS, LLC

By:   
Sabine Lang  
Its: Manager

WITNESSES:

