

**INDUCEMENT AGREEMENT
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AGREEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into between Fairfield County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County"), and Lang Mekra North America, LLC, a South Carolina limited liability company (hereinafter referred to as the "Company").

WITNESSETH:

ARTICLE I.

RECITATION OF FACTS

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

(a) Fairfield County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of the South Carolina Constitution (the "Constitution"), and the Code of Laws of South Carolina, 1976, as amended, (the "Code") and the case law of the Courts of the State of South Carolina, to offer and provide certain privileges, benefits, and incentives to prospective industries as inducements for economic development within the County; is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code, as amended (the "Act"), to enter into certain agreements with any industry that constructs, operates, maintains, and improves certain properties (which constitute "projects" as defined in the Act) and to accept any grants for such projects, through which powers the industrial development of the State of South Carolina (the "State") will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus use and employ the manpower, agricultural products, and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally, that provide for the exemption of such project from property taxes and provide for the payment of a fee in lieu of property taxes.

(b) The Company desires to expand and modernize its commercial vehicle rear-view mirror system manufacturing facility located in the County involving the investment of at least \$10,500,000 and the creation of at least 50 new jobs (the "Project"). The Company's construction of the Project will create economic benefits to the County with the increase of the ad valorem tax base, the creation of jobs, and the promotion of economic development, among other benefits.

(c) The County and Richland County have heretofore established a multi-county industrial park in accordance with the provisions of Title 4, Chapter 1, Section 170 of the Code (the "Park").

jobs.

Section 2.3. Acquisition and Construction of Project. Upon request of the Company, the County will permit the planning, design, acquisition, construction, and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.4. Millage Rate Agreement. The County Council agrees that this is a Millage Rate Agreement providing the Company with a fixed millage rate of 283.2 mils for twenty (20) years. The Millage Rate Agreement shall be carried over to and become a part of the separate ordinance authorizing the Fee Agreement to be executed and delivered by and between the County and the Company pursuant to the Act.

Section 2.5. Location of Project within Park. The Project shall be located within the Park.

Section 2.6. Further Proceedings by County Council. In so far as is legally and practically possible, the County Council will perform such other acts and adopt such further proceedings as may be required to faithfully implement this Agreement.

ARTICLE III

UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Construction of Project by Company. The Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project and be entitled to subject the constructed or acquired property to the Fee Agreement by transferring such property to the County.

Section 3.2. Obligation of Company to Finance Project. The County will have no obligation to assist the Company in finding a funding source for the Project and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project.

Section 3.3. Obligation of Company to Pay County's Attorney's Fees and Costs. The Company will pay the reasonable attorney's fees and costs incurred by the County with regard to this Agreement.

Section 3.4. Obligations of the Company. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To develop, construct, and operate the Project and to enter into the Fee Agreement, to be in form and to contain such provisions consistent with those set forth in Section 2.2 hereof as shall be satisfactory to the County and to the Company;

(b) To obligate itself to make the additional payments required by the Act including, but not limited to, the fee in lieu of taxes at rates calculated in accordance with Section 2.2(f) hereof;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed transaction;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To invest in the Project at least \$10,500,000 within five years after the property tax year during which the Fee Agreement is executed; and,

(f) To create at least 50 new jobs at the project within five years after the property tax year during which the Fee Agreement is executed.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1. Commitments Subject to Act. All commitments of the County under Article II are subject to all of the provisions of the Act, to other laws of general state and local application, to existing agreements, and including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

Section 4.2. Commitments Mutually Dependent. All commitments of the County and the Company hereunder are mutually dependent and 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.

Section 4.3. Cancellation of Agreement. If for any reason this Agreement shall be canceled and neither party shall have any rights against the other and no third parties shall have any rights against either party except that the Company will assume and be responsible for all contracts for construction or purchase of the Project entered into by the County at the written request or direction of the Company in connection with the Project.

Section 4.4. Failure to Proceed with Project. The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be canceled 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. Assignment. The Company may assign all or part of its rights under this Inducement Agreement and Millage Rate Agreement, the Fee Agreement, or any related agreement to a Sponsor affiliate or other third party; provided, however, that the County must give its approval for any transfer of any such interest or the addition of a Sponsor Affiliate when required by the Act, and such approval shall not be unreasonably withheld.

Section 4.7. Notices. All notice or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given or delivered when deposited in the mail, postage prepaid, registered or certified mail, return receipt requested, or delivered to a private courier providing evidence of receipt as part of the services, and addressed to the parties as follows:

As to the County:

Fairfield County
Post Office Drawer 60
Winnsboro, South Carolina 29180
Attention: County Administrator
Telephone: (803) 712-6501
Facsimile: (803) 635-5969

As to the Company:

Lang Mekra North America, LLC
101 Tillesses Boulevard
Ridgeway, South Carolina 29130
Attention: Sabine Lang
Telephone: (803) 327-5264
Facsimile: (803) 327-5265

With a 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 4.8. Modification of Agreement. This Agreement may not be modified or amended except by a writing signed by or on behalf of both parties by their duly authorized officers. No amendment, modification, or termination of this Agreement, and no waiver of any provision or consent required hereunder shall be valid unless consented to in writing by both Parties.

Section 4.9. No Third Party Beneficiary Rights. Nothing in this Agreement or any attachments hereto is intended to create, and no provision hereof or thereof should be so construed

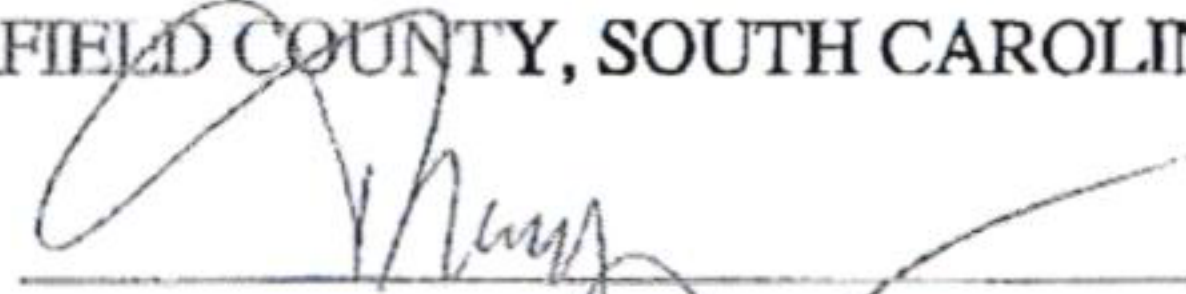
or interpreted as to create any third party beneficiary rights in any form whatsoever nor any form of partnership or any other legal entity relationship between the Company and the County.

Section 4.10. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the matters set forth herein and therein. No Amendment to this Agreement shall be effective unless reduced to writing, executed by both parties, and approved by appropriate legal process. This Agreement shall be interpreted pursuant to the laws of the State of South Carolina.

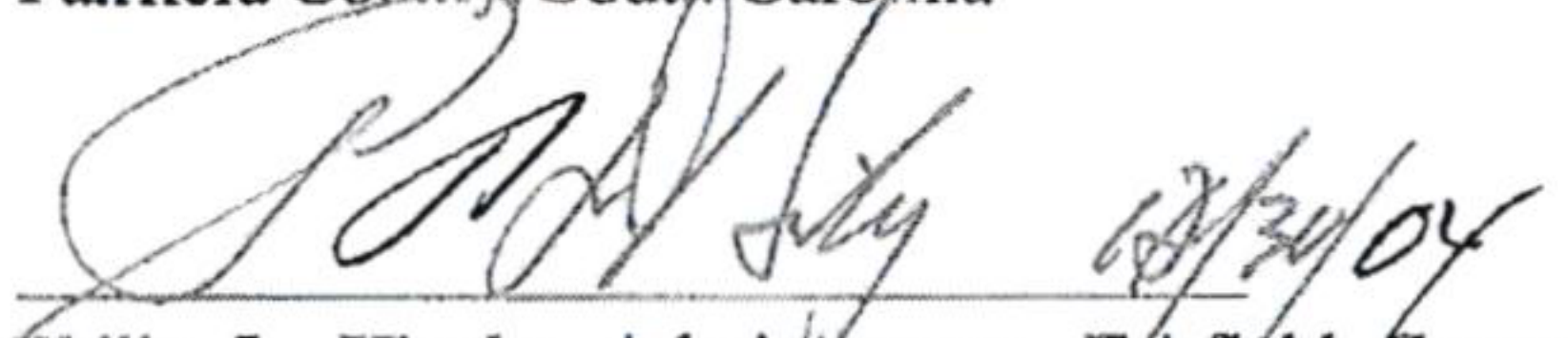
IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates indicated below.

FAIRFIELD COUNTY, SOUTH CAROLINA

By:


Carnell Murphy, Chairman, County Council of
Fairfield County, South Carolina

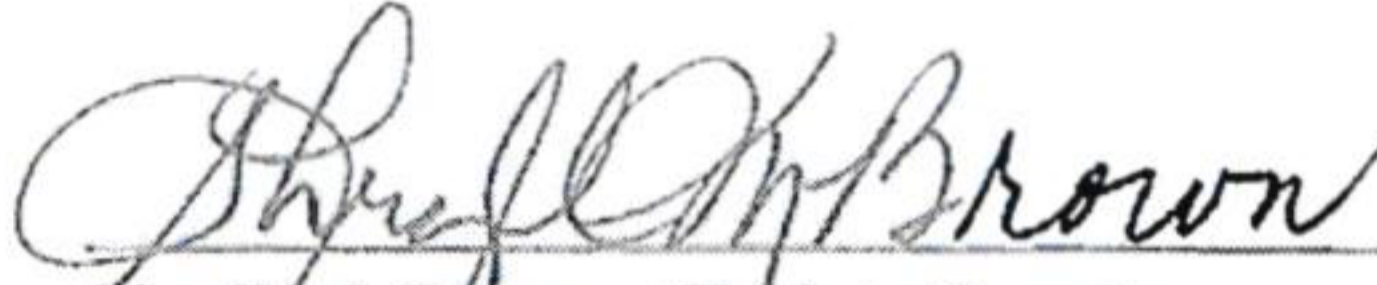
By:

 03/24/04
Philip L. Hinely, Administrator, Fairfield County,
South Carolina

(SEAL)

ATTEST:

By:


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

Lang Mekra North America, LLC

By: _____

Its _____

Date: _____

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FAIRFIELD COUNTY, SOUTH CAROLINA

By: [Signature]
Carnell Murphy, Chairman, County Council of
Fairfield County, South Carolina

By: [Signature] 12/30/04
Philip L. Hinely, Administrator, Fairfield County,
South Carolina

(SEAL)

ATTEST:

By: [Signature]
Sheryl M. Brown, Clerk to County
Council of Fairfield County,
South Carolina

Lang Mekra North America, LLC

By: [Signature]
Authorized Representative
Its _____

Date: 12/30/04