

EXHIBIT B
Fee Agreement
Dated as of December 29, 2004

FEE AGREEMENT

by and between

FAIRFIELD COUNTY, SOUTH CAROLINA

and

LANG MEKRA NORTH AMERICA, LLC

Effective as of *December 19* 2004

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LANG MEKRA NORTH AMERICA, LLC AND
FAIRFIELD COUNTY, SOUTH CAROLINA**

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FEE AGREEMENT

LANG MEKRA NORTH AMERICA, LLC

THIS FEE AGREEMENT (the "Fee Agreement") is made and entered into effective as of the Commencement Date (as defined hereinafter) by and 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 limited liability company organized and existing under the laws of the State of South Carolina (the "Company"). County and Company are sometimes jointly referred to in this Fee Agreement as the "parties", or severally referred to as a "party".

WITNESSETH:

WHEREAS, the Act, as defined herein, empowers the several counties of the State of South Carolina to enter into fee agreements with an industry as an optional method of providing fee in lieu of property tax benefits for a project; and

WHEREAS, the County committed to entering into this Fee Agreement by passing an Inducement Resolution and entering into an Inducement Agreement and Millage Rate Agreement that summarizes the fee in lieu of property tax provisions to be incorporated in a fee agreement between the Company and the County; and

WHEREAS, the Company desires to expand and modernize its manufacturing facilities located in the County (the "Project") and has requested the County to assist the Project by providing certain economic development benefits and entering into this Fee Agreement; and

WHEREAS, the parties desire to define the terms under which the Project will qualify for fee in lieu of property tax treatment.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained and the mutual benefits to be derived by the parties, the receipt and adequacy of which are acknowledged by the parties, the County and the Company agree as follows:

1. DEFINITIONS

1.1. *Specific Definitions*

In addition to the words and terms elsewhere defined in this Fee Agreement, the following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning or intent.

"*Act*" means the Fee in Lieu of Tax Simplification Act of 1997, S.C. Code § 12-44-10, et seq., as amended from time to time.

"*Additional Payments*" shall have the meaning set forth in Section 4.3 of this Fee Agreement.

"*Administrative Expenses*" means the reasonable and necessary expenses incurred by the County in reviewing, implementing or amending this Fee Agreement and the Related Documents, including, without limitation, legal fees and expenses incurred by the County, but excluding the salaries and overhead of County personnel. Prior to an Event of Default, no expense shall be considered an Administrative Expense until the County has furnished to the Company a statement in writing indicating in reasonable detail the amount of such expense and the reason it has been or will be incurred. Expenses incurred in connection with a general taxpayer challenge to the validity of the Act shall not be deemed an Administrative Expense unless the Company requests the County to defend the suit on Company's behalf.

"*Authorized Company Representative*" means any person or persons at the time authorized to act on behalf of the Company including, without limitation, the Manager, President, any Vice President, the Secretary, and Treasurer of the Company.

"*Code*" means the Code of Laws of South Carolina, 1976, as amended.

"*Commencement Date*" means the last day of the property tax year during which the Project or a portion of the Project is first placed in service, as defined in the Act.

"*Company*" means Lang Mekra North America, LLC, a South Carolina limited liability company, and any surviving, resulting or transferee limited liability company, corporation, partnership or other business entity in any merger, consolidation or transfer of assets permitted under this Fee Agreement.

"*Completion Date*" means five (5) years after the Commencement Date, or such later date, if any that the County approves pursuant to the extension provisions of Section 12-44-30 (13) of the Act.

"*Cost*" or "*Cost of the Project*" means the cost to Company of acquiring the Project, by construction, purchase, or lease, and shall be deemed to include, whether incurred prior to or after the Commencement Date: (a) costs incurred for architects, engineers, designers, landscape architects, attorneys, estimators, and other Project consultants, (b) costs incurred for labor, materials and other expenses to contractors, builders and suppliers in connection with the acquisition, construction and installation of the Project; (c) Project financing costs, (d) the cost of contract bonds and insurance of all kinds that may be required or necessary during the course of