

This Fee Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of South Carolina. This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other and 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 Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

**8.6. Severability**

If any material provision of this Fee Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof unless the effect thereof would render enforcement of the remaining provisions unconscionable.

**8.7. Headings and Table of Contents; References**

The headings of the Fee Agreement 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. Unless otherwise clearly indicated by the context, all references in this Fee Agreement to particular Articles, Sections or Subsections are references to the designated Articles, Sections or Subsections of this Fee Agreement.

**8.8. Multiple Counterparts**

This Fee Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**8.9. Amendments**

This Fee Agreement may be amended only by a writing signed by all parties hereto.

**8.10. Waiver**

Any party hereunder may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

**8.11. NON-DISCLOSURE OF COMPANY INFORMATION**

The County, and County Council, acknowledges and understands that the Company utilizes confidential and proprietary "state-of-the-art" manufacturing processes and techniques and that any disclosure of any information relating to such processes and techniques and the economics thereof would result in substantial harm to the Company and could thereby have a significant detrimental impact on Company and its employees. Consequently, The County agrees to keep confidential, and to cause employees, agents and representatives of the County to keep confidential, the nature, description and type of the machinery, equipment, processes and

techniques, and financial information relating thereto ("Confidential Information"), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement.

**8.12. Waiver of Recapitulation Requirement**

Pursuant to Section 12-44-55(B) of the Act, the parties agree to waive the recapitulation requirement of the terms hereof and all the other items described in Section 12-44-55 of the Act.

[End of Page; Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

**WITNESSES:**

Reba S. Clowney  
Thomas Richardson

**ATTEST:**

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

**FAIRFIELD COUNTY, SOUTH CAROLINA**

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

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**LANG MEKRA NORTH AMERICA, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FAIRFIELD )

**ACKNOWLEDGMENT**

I, Bradley W. Caulder, Notary Public for the State of South Carolina, hereby certify that Shryll Brown and Carnell Murphy, on behalf of Fairfield County, South Carolina, personally appeared before me and acknowledged the due execution of the above Fee Agreement.

SUBSCRIBED TO AND SWORN to before me this 30 day of December, 2004.

Bradley W. Caulder  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 3/30/2014

**(SEAL)**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, Notary Public for the State of \_\_\_\_\_, hereby certify that \_\_\_\_\_, on behalf of Lang Mekra North America, LLC, personally appeared before me and acknowledged the due execution of the above Fee Agreement.

SUBSCRIBED TO AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC FOR \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

SEAL)

techniques, and financial information relating thereto ("Confidential Information"), which may be obtained from the Company, its agents or representatives, except as may otherwise expressly be required by applicable law. The County, and County Council, shall not disclose and shall cause all employees, agents and representatives of the County not to disclose such Confidential Information to any person or entity other than in accordance with the terms of the Fee Agreement.

8.12. Waiver of Recapitulation Requirement

Pursuant to Section 12-44-55(B) of the Act, the parties agree to waive the recapitulation requirement of the terms hereof and all the other items described in Section 12-44-55 of the Act.

[End of Page; Signatures on Next Page]

IN WITNESS WHEREOF, the parties have executed this Fee Agreement effective as of the Commencement Date.

WITNESSES:

Reba S. Claussen  
Truman Richardson

FAIRFIELD COUNTY, SOUTH CAROLINA

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

ATTEST:

[Signature]  
Shryll M. Brown, Clerk to County Council  
Fairfield County, South Carolina

WITNESSES:

Angeline Mathis  
Cynthia Powell

LANG MEKRA NORTH AMERICA, LLC

By: [Signature]  
Name: CHRISTINE M. COOPER  
Title: Authorized Representative

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF FAIRFIELD )

ACKNOWLEDGMENT

I, Bradley W. Caulder, Notary Public for the State of South Carolina, hereby certify that Shryll Brown and Cornell Murphy, on behalf of Fairfield County, South Carolina, personally appeared before me and acknowledged the due execution of the above Fee Agreement.

SUBSCRIBED TO AND SWORN to before me this 30 day of December, 2004.

Bradley W. Caulder  
NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires: 3/30/2011

(SEAL)

STATE OF SOUTH CAROLINA)  
 )  
COUNTY OF FAIRFIELD )

ACKNOWLEDGMENT

I, Danita J. Fee, Notary Public for the State of South Carolina, hereby certify that Christine Cooper, on behalf of Lang Mekra North America, LLC, personally appeared before me and acknowledged the due execution of the above Fee Agreement.

SUBSCRIBED TO AND SWORN to before me this 30 day of December, 2004.