

MEGA TAX CREDIT AGREEMENT

DRAFT

The effective date of this Agreement is the _____ day of _____, 1998, as entered into by and among the Michigan Economic Growth Authority (hereafter "the MEGA"), whose address is Post Office Box 30234, Lansing, Michigan, 48909 and VITEC (hereafter "the Company"), a Delaware partnership, whose address is 2627 Clark Street, Detroit, Michigan 48226, and whose Employer Identification Number is 38-3396047; and Walbro Corporation, a _____ corporation, whose address is 1227 Centre Road, Auburn Hills, Michigan 48326, and whose Employer Identification Number is [REDACTED] and Regal Plastics Company, a _____ corporation, whose address is 15700 Common Road, Roseville, Michigan 48066, and whose Employer Identification Number is [REDACTED]

RECITALS

WHEREAS, the MEGA has been created by the Michigan Economic Growth Authority Act, Act No.24 of Public Acts of 1995 (the "Act") with the power to provide tax credits to businesses involved in manufacturing, mining, research, development, wholesale, trade and/or office operations, and enterprise.

WHEREAS, the Legislature has determined that it is in the public interest to promote economic growth and to encourage private investment, job creation and job upgrading for the residents of the State of Michigan.

WHEREAS, the MEGA has determined that providing tax credits to the Company for job expansion will promote and serve the intended purposes of and in all respects will conform to the provisions and requirements of the Act.

WHEREAS, Walbro Corporation, through its wholly-owned subsidiary, Walbro Detroit Corporation, a Delaware corporation; Larry Crawford, through Detroit Plastics Molding, Inc., a Michigan company; and William Pickard, through Greenwood Industries, Inc., a Michigan company, have entered into a partnership agreement dated October 6, 1997, resulting in formation of the Company.

WHEREAS, Regal Plastics Company, is majority-owned by William Pickard and will provide manufacturing support to the Company.

WHEREAS, Walbro Corporation will provide technical support to the Company.

WHEREAS, Walbro Detroit Corporation and Greenwood Industries, Inc., each control a 47.5% interest in the Company.

WHEREAS, the MEGA, the Company, Walbro Corporation, and Regal Plastics Company desire to set forth the terms and conditions of the MEGA Tax Credit that the MEGA has authorized to the Company.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 DEFINITIONS

(a) "Agreement" means this written agreement.

(b) "Application" means any information submitted to the MEGA in support of the Company's request for a Tax Credit.

(c) "Anniversary Date" means _____.

(d) "Authority" or "MEGA" means the Michigan Economic Growth Authority created by Public Act 24 of 1995.

(e) "Average Weekly Wage" means the total salaries and wages paid during the applicable tax year to employees performing Qualified New Jobs at the Project, divided by the number of Qualified New Jobs at the Project, divided by 52 weeks, or in the case of a job not performed for the full year, divided by the number of weeks the job was performed.

(f) "Base Employment Level" means the minimum number of Full-time Jobs to be maintained in the aggregate by Walbro Corporation and Regal Plastics Company in Michigan, as specified in Schedule A attached to this Agreement. A Full-time Job at any controlled subsidiary of Walbro Corporation or Regal Plastics Company may be counted in the Base Employment Level, if that Full-time Job exists as of the date for which the determination of the Base Employment Level is made.

(g) "Beginning of Operations" means _____, _____.

(h) "Certificate" or "Tax Credit Certificate" means the certificate required to be issued by Public Act 23 of 1995 which states that the Company is an authorized business, the amount of the Tax Credit authorized for a tax year, and the Company's federal employer identification number or Michigan Treasury number.

(i) "Certificate Application" or "Application for a MEGA Tax Credit Certificate" means the written information submitted each year in support of the Company's request for a Tax Credit Certificate.

(j) "Company" means VITEC, which is an authorized business as defined in Public Act 24 of 1995 upon execution of this Agreement.

(k) "Facility" means the "Project" or the site within this state at which the Company has committed to creating Qualified New Jobs.

(l) "Full-time Job" means a job performed by an individual for consideration for 35 hours or more each week and for which the employer withholds income and social security taxes.

(m) "MEGA Business Activity Credit" or "Business Activity Credit" means a credit against the Single Business Tax authorized by Section 37d. of Public Act 23 of 1995.

(n) "MEGA Employment Credit" or "Employment Credit" means a credit against the Single Business Tax authorized by Section 37c. of Public Act 23 of 1995.

(o) "MEGA Tax Credit" or "Tax Credit" means a MEGA Business Activity Credit and/or a MEGA Employment Credit.

(p) "Person" means an individual, proprietorship, joint venture, partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, limited liability company or any other organization.

(q) "Project" means the facility at which the Company will create Qualified New Jobs as described under Project Description.

(r) "Qualified New Job" means a Full-time Job at the Project held by a Michigan resident that is:

(1) created by the Company after the effective date of this Agreement.

(2) in excess of the Base Employment Level.

For purposes of this definition, residency shall be determined as provided in R206.5 of the Michigan Administrative Code.

(s) "Statement of Eligibility" or "Statement" means the certified statement required by Section 4.2 of this Agreement.

2.0 REPRESENTATIONS

2.1 Representations by the MEGA. With respect to the Agreement entered into hereunder, the MEGA makes the following representations and warranties as of the time such Agreement is executed:

(a) The MEGA is a public body established and acting pursuant to the Act.

(b) The MEGA has the necessary power under the Act, to grant MEGA Tax Credits and has duly taken all action on its part required to authorize, execute and deliver this Agreement. This Agreement when executed will be valid, binding and enforceable in accordance with its terms.

(c) The MEGA will issue the Company's initial Tax Credit Certificate upon execution of this Agreement in the form attached to this Agreement.

2.2 Representations by the Company. With respect to the Agreement entered into hereunder, the Company makes the following representations and warranties:

(a) Existence and Power. The Company is validly existing in the state of Delaware and is in good standing under the laws of the State of Michigan, and is duly qualified to transact business in Michigan.

(b) Corporate Authority. The execution, delivery, and performance by the Company of this Agreement has been duly authorized by all necessary corporate action and will not violate any provision of law or of its General Partnership Agreement.

(c) Full Disclosure. Neither this Agreement, the Application submitted by Walbro Automotive Corporation, a wholly-owned subsidiary of Walbro Corporation, on behalf of the Company, nor any written statements provided by or furnished on

behalf of the Company, to the MEGA in connection with the authorization of a MEGA Tax Credit, contain any untrue statement of a material fact or omit a material fact.

(d) Eligibility. The Company will create Qualified New Jobs in this state in the manufacture of plastic parts, generally classified under SIC Code 3089.

(e) Project Description. The Company will construct a new facility at 2627 Clark Street in Detroit's federally-designated Empowerment Zone, to manufacture and assemble fuel storage and delivery systems and other blow-molded plastic products for the automotive industry. The Project will result in the creation of the statutory minimum of 25 Qualified New Jobs no later than _____. The Qualified New Jobs created will pay an Average Weekly Wage of at least \$635 and at no time will the average wage paid for these Qualified New Jobs be less than 150 percent of the federal minimum wage which shall, from time to time, then be in effect.

The Company believes that the Project is economically sound and affirms that the investment capital and/or financing needed to complete the Project is now committed or will soon be available to the Company. As of September 24, 1996, construction of the project had not begun.

(f) Need for MEGA Tax Credits. The Tax Credits authorized by this Agreement address the competitive disadvantages of locating in Michigan instead of a site outside this State; the Project will not occur in Michigan without the tax credits offered by this Agreement.

(g) Site Reuse. The Company has considered the reuse or redevelopment of property previously used for an industrial or commercial purpose and the Company has determined the use of such property is feasible in locating the Project.

(h) Transfer of Employment. The Project has not and will not result in transferring employment within the Company from one or more local governmental units in Michigan to the governmental unit in which the Project is located unless the Company has obtained consent resolutions from all local units of government in Michigan from which employment is to be transferred, as required by Section 8(1)(m) of Public Act 24 of 1995.

(i) Certification. The Company has made the certifications required by Section 8(3)(f) of Public Act 24 of 1995, which are attached to this Agreement as Schedule B, that it:

- (1) Will follow a competitive bid process, open to all Michigan residents and firms, for the construction, rehabilitation, development or renovation of the facility, and that it will not discriminate against any contractor on the basis of its affiliation or non-affiliation with any collective bargaining organization.
- (2) Will make a good faith effort to employ, if qualified, Michigan residents at the facility.
- (3) Will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop, or renovate the facility.

2.3 Representations of Walbro Corporation and Regal Plastics Company. With respect to the Agreement entered into hereunder, Walbro Corporation and Regal Plastics Company each make the following representations and warranties:

(a) Existence and Power. Each Company is validly existing in its state of incorporation and is in good standing with the laws of the State of Michigan, and is duly qualified to transact business in Michigan.

(b) Corporate Authority. The execution, delivery, and performance by each company this Agreement has been duly authorized by all necessary corporate action and will not violate any provision of law or of its articles of incorporation or its bylaws.

3.0 MEGA TAX CREDIT

Based upon the Company's Application and the Representations and Warranties made in this Agreement, the Authority has authorized the following tax credits subject to the conditions specified in Section 4.0 of this Agreement.

3.1 Business Activity Credit.

(a) A Business Activity Credit of 100 percent of that portion of the Company's Single Business Tax liability that is attributable to the Project. The portion of the tax liability attributable to the Project is the same as the tax liability attributable to authorized business activity as calculated under Section 37d.(4) of Public Act 23 of 1995. The Business Activity Credit is authorized for 10 consecutive tax years beginning with the Company's 1999 tax year.

(b) No more than 353 Qualified New Jobs may be used in calculating the ratios as provided in Section 37d.(4) of Public Act 23 of 1995.

(c) The ratios provided for in Section 37d.(4) of Public Act 23 of 1995 shall be calculated using only the property of, and payroll attributable to employees of VITEC.

3.2 Employment Credit.

(a) An Employment Credit equal to 100 percent of the state's personal income tax rate, as it exists at the beginning of the Company's tax year for which the credit is being sought, multiplied by the total salaries and wages, before deducting any personal or dependency exemptions, of employees performing Qualified New Jobs. The Employment Credit is authorized for 20 consecutive tax years beginning with the Company's 1999 tax year.

(b) No more than 353 Qualified New Jobs may be used in calculating the Employment Credit as provided in Section 37c.(2) of Public Act 23 of 1995.

4.0 CONDITIONS OF THE MEGA TAX CREDITS

4.1 Eligibility. The Company shall not be eligible for the Tax Credit provided in Section 3.0 of this Agreement unless:

(a) The statutory minimum of 25 Qualified New Jobs have been created at the Project, no later than the Anniversary Date.

(b) The Average Weekly Wage paid to all employees performing Qualified New Jobs is at least \$635.

(c) The minimum Base Employment Level specified in Schedule A has been maintained, in the aggregate, by Walbro Corporation and Regal Plastics Company and their respective controlled subsidiaries.

4.2 Statement of Eligibility. Any time after 25 Qualified New Jobs have been created at the Project, but in no case later than 30 days after the Anniversary Date, and in all cases prior to or concurrent with the first application for a Tax Credit Certificate, the Company shall file a Certified Statement of Eligibility in a form as specified by the Authority from time to time. The Statement shall contain the following information:

(a) The aggregate number of Full-time Jobs at all Michigan locations of Walbro Corporation and Regal Plastics Company and their controlled subsidiaries.

(b) The number of Qualified New Jobs.

(c) The Average Weekly Wage paid to employees performing Qualified New Jobs.

(d) A certification by an authorized officer of the Company that the information provided in the Statement of Eligibility is true.

4.3 Tax Credit Certificate. To obtain a Tax Credit Certificate in connection with the tax credits authorized in this Agreement for any tax year, the Company shall satisfy the requirements of (a) through (e) of this section and Walbro Corporation and Regal Plastics Company shall maintain the Base Employment Level as required by Schedule A.

(a) Provide the minimum number of Qualified New Jobs at the Project, as required by Schedule A of this Agreement, for the applicable tax year. In computing the number of Qualified New Jobs at the Project in any tax year, the Company shall determine the number of Qualified New Jobs at the Project as of the last day of each

of the four quarters of the applicable tax year, sum the results for the four quarters, and divide the sum by four (4).

(b) Pay an Average Weekly Wage in connection with the Qualified New Jobs of at least the amount required by Schedule A of this Agreement for the applicable tax year.

(c) Pay an average hourly wage in connection with Qualified New Jobs that equals or exceeds 150 percent of the highest hourly federal minimum wage in effect for the applicable tax year.

(d) In computing the Base Employment Level in any tax year, the Company shall determine the aggregate number of Full-time Jobs at all Michigan locations of Walbro Corporation and Regal Plastics Company and their controlled subsidiaries, as of the last day of each of the four quarters in that tax year. The sum of the results for the four quarters, divided by four, is the Base Employment Level for that year.

(e) Make an Application to the MEGA for a Tax Credit Certificate as provided in Section 5.0 of this Agreement.

(f) Provided that the Company, Walbro Corporation, and Regal Plastics Company have initially satisfied the requirements of Section 4.1, failure of the Company and/or Walbro Corporation and/or Regal Plastics Company to satisfy the requirements of Section 4.3 in any given year does not preclude the Company from qualifying for and obtaining a Tax Credit in any other year authorized by Section 3.1 or Section 3.2 of this Agreement.

4.4 Audit and Verification. The information provided in the Application, the Application for a MEGA Tax Credit Certificate, and the Statement of Eligibility are

subject to audit and verification, by the Authority or its designee. Upon reasonable advance notice to the Company and/or Walbro Corporation and/or Regal Plastics Company by the Authority, the party notified shall permit the Authority or its designee, during normal business hours, to inspect its files, solely for the purpose of verifying the eligibility of the Company for the Tax Credits authorized under, and compliance with, this Agreement. The files subject to inspection include, but are not limited to, those relevant to wage and hour records, job classification, job assignments and employment histories.

The Authority or its designee shall use all information received pursuant to inspection of the Company's and/or Walbro Corporation's and/or Regal Plastics Company's files solely for the purpose of verifying the Company's eligibility for the Tax Credits authorized under, and compliance with, this Agreement. A party to this Agreement may request confidentiality pursuant to Section 5(3) of Public Act 24 of 1995 on financial or proprietary information retained by the Authority in the course of its inspection of that party's files.

5.0 ANNUAL APPLICATION FOR TAX CREDIT CERTIFICATE

5.1 For each year that it seeks a Tax Credit under this Agreement, the Company shall complete an Application for a MEGA Tax Credit Certificate.

5.2 The Certificate Application shall be filed with the Authority at least 45 days prior to the day the Company's Single Business Tax return is due. If the Company receives an extension of the deadline to file its Michigan Single Business Tax return for the applicable tax year, the Company shall notify the MEGA of the extension and

the Certificate Application shall be filed with the Authority at least 45 days prior to the extended deadline.

5.3 The form of the Certificate Application shall be as specified by the Authority from time to time. The Certificate Application shall contain the following information:

- (a) The Base Employment Level.
- (b) The number of Qualified New Jobs at the Project as of the end of each of the four quarters in the applicable tax year.
- (c) The number of Full-time Jobs, in Michigan, in Walbro Corporation and Regal Plastics Company and their controlled subsidiaries, as of the end of each of the four quarters in the applicable tax year.
- (d) The total salaries and wages, before deducting any personal or dependency exemptions, paid to employees who performed Qualified New Jobs at the Project during the applicable tax year.
- (e) The total salaries and wages, before deducting any personal or dependency exemptions, paid to employees who performed Full-time Jobs in Michigan, for the Company, other than Qualified New Jobs at the Project for which the Company is seeking a Tax Credit, during the applicable tax year.
- (f) The value of the property added at the Project as part of the expansion described in Section 2.2 (e) hereof, the Project Description, as of the end of the applicable tax year.
- (g) The value of all property owned in the state by the Company as of the end of the applicable tax year. For the purposes of subsection (f) and (g) of this section,

the value of properties shall be determined by the same method and shall be consistent with the method by which property is valued for purposes of the Michigan Single Business Tax.

(h) Any other information which is reasonably related to determining the applicable Tax Credit.

(i) A certification by an Authorized Officer of the Company that the information provided in a Certificate Application is true.

5.4 The information in a Certificate Application is subject to audit and verification by the Authority or its designee in accordance with the provisions of Section 4.4 of this Agreement.

5.5 Within 45 days of receiving a complete Certificate Application, the MEGA will review that application to determine whether the requirements of this Agreement have been satisfied and, if so, will calculate the credit authorized under this Agreement and issue a Tax Credit Certificate to the Company.

6.0 ADJUSTMENT, REDUCTION, OR TERMINATION OF CREDITS

6.1 If the Company and Walbro Corporation and Regal Plastics Company do not comply with the conditions required in Section 4.1, this Agreement is null and void, the Company is no longer an authorized business, and no Tax Credits are, or will be, authorized under this Agreement.

6.2 Failure of the Company to comply with any provision of this Agreement, other than as a result of a clerical or technical error which is corrected when it is

discovered to be an error, may result in revocation of the Company's designation as an authorized business or the reduction or loss of Tax Credits for which a Certificate has not yet been issued.

6.3 A Tax Credit authorized by the Authority is subject to adjustment in any tax year following the tax year for which a Tax Credit Certificate was issued, if the information on which the tax credit certification was based is found to be incorrect or cannot be verified.

6.4 If the Authority determines that the Company or Walbro Corporation or Regal Plastics Company misrepresented information in order to qualify the Company for, or increase the amount of a Tax Credit, the Authority may revoke the Company's designation as an authorized business and notify the Michigan Department of Treasury of that revocation. Any tax credits that have been received based upon a misrepresentation may be subject to recovery by the State of Michigan.

6.5 Prior to taking any adverse action against the Company under Sections 6.1, 6.2, 6.3, or 6.4, the Authority shall provide the Company with written notice of its intent to take such action and of the basis for that action and shall provide the Company with a reasonable opportunity to respond.

7.0 **REPORTING**

The Company shall provide the MEGA with such information regarding its participation in the Tax Credit Program as the MEGA may reasonably require for so long as this Agreement is effective.

8.0 MISCELLANEOUS

8.1 Assignment of Credits. The Tax Credits authorized by this Agreement shall not be transferred or assigned to any other Person provided, however, that in the event a Person acquires all or substantially all of the assets of the Company in Michigan, after the effective date of this Agreement, the Authority shall authorize the transfer of the Company's rights under this Agreement to that Person if:

(a) The Person agrees in writing to assume all of the duties and responsibilities of the Company under this Agreement.

(b) The Authority determines that such a transfer would be consistent with and serve the purposes of Public Act 24 of 1995 and this Agreement.

8.2 Severability. If any clause, provision, or section of this Agreement is held illegal or invalid by any court, the invalidity of such clause, provision, or section shall not affect any of the remaining clauses, provisions, or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision, or section had not been contained herein.

8.3 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given when delivered, if delivered by registered or certified mail, postage prepaid, return receipt requested, or by messenger or professional courier service, addressed as follows:

If to the MEGA by mail:

Michigan Jobs Commission
Post Office Box 30234
Lansing, Michigan 48909
Attention: Jim Paquet

If to the MEGA by messenger or professional courier service:

Michigan Economic Growth Authority
Michigan Jobs Commission
201 North Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913
Attention: Jim Paquet

If to the Company:

VITEC
2627 Clark Street
Detroit, Michigan 48226
Attention: Robert Huebner

If to Walbro Corporation:

Walbro Corporation
1227 Centre Road
Auburn Hills, Michigan 48326
Attention: _____

If to Regal Plastics Company:

Regal Plastics Company
15700 Common Road
Roseville, Michigan 48066
Attention: William Pickard

8.4 Entire Agreement and Amendment. Subject to the provisions of Public Act 24 of 1995, this Agreement and the Schedules attached to it, contain the entire Agreement between the Company and the MEGA, with respect to the matters described herein and supersede any and all previous Agreements. This Agreement may not be amended except with the written consent of the Authority and the Company.

8.5 Captions. The captions in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this Agreement.

8.6 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

8.7 Acceptance. The terms of this Agreement are hereby accepted this _____ day
of _____, 1998.

Michigan Economic Growth Authority

By _____
Doug Rothwell
Its: Chairperson

VITEC

By _____
Robert Huebner
Its: President

Walbro Corporation

By _____
Frank Bauchiero
Its: _____

Regal Plastics Company

By _____
William Pickard
Its: _____

VITEC
Schedule A: Minimum Employment and Wage Levels
to Qualify for the MEGA Tax Credits

<u>Year of Credit</u>	<u>Tax Year</u>	<u>Minimum # of Qualified New Jobs</u>	<u>Minimum Average Weekly Wage</u>	<u>Aggregate Minimum Base Employment Level To be Maintained</u>
1	1999	25	\$635	1,165
2	2000	25	\$635	1,165
3	2001	25	\$635	1,165
4	2002	25	\$635	1,165
5	2003	25	\$635	1,165
6	2004	25	\$635	1,165
7	2005	25	\$635	1,165
8	2006	25	\$635	1,165
9	2007	25	\$635	1,165
10	2008	25	\$635	1,165
11	2009	25	\$635	1,165
12	2010	25	\$635	1,165
13	2011	25	\$635	1,165
14	2012	25	\$635	1,165
15	2013	25	\$635	1,165
16	2014	25	\$635	1,165
17	2015	25	\$635	1,165
18	2016	25	\$635	1,165
19	2017	25	\$635	1,165
20	2018	25	\$635	1,165

VITEC

Schedule B

VITEC certifies that:

1. It will follow a competitive bid process, open to all Michigan residents and firms, for the construction, rehabilitation, development or renovation of the facility, and that it will not discriminate against any contractor on the basis of its affiliation or non-affiliation with any collective bargaining organization.

2. It will make a good faith effort to employ, if qualified, Michigan residents at the facility.

3. It will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop, or renovate the facility.

Certified this _____ day of _____, 1998.

By: _____
Robert Huebner

Its: President

Certificate Number
029-00-98

Initial Tax Credit Certificate

Issued this _____ day of _____, 1998, by the

Michigan Economic Growth Authority

to VITEC, Employer Identification Number, 38-3396047, which is an Authorized Business pursuant to Public Act 24 of 1995.

The MEGA authorizes to VITEC, an Employment Credit of 100 percent for 20 consecutive tax years, beginning with the Company's 1999 tax year; under Section 37c. of Public Act 23 of 1995. The MEGA authorizes a Business Activity Credit of 100 percent for 10 consecutive tax years, beginning with the Company's 1999 tax year, under Section 37d. of Public Act 23 of 1995.

*By _____
Chairperson, Michigan Economic Growth Authority*