Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ *Passed* _____, *20*____

RESOLUTION NO. 8 - 10

A RESOLUTION AUTHORIZING THE DIRECTOR OF SAFETY AND SERVICE TO ENTER INTO AN AGREEMENT AND/OR AGREEMENTS WITH HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC AND ORRVILON, INC. PERMITTING ORRVILON, INC. TO ASSUME THE RIGHTS, BENEFITS, DUTIES, RESPONSIBILITIES, AND OBLIGATIONS OF HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC, UNDER: 1) THE ENTERPRISE ZONE AGREEMENT BETWEEN THE CITY OF ORRVILLE AND AMERICAN WEATHER-SEAL DATED DECEMBER 1, 2005 (INCLUDING THE APRIL 10, 2008 AMENDMENT THERETO); 2) THE ASSUMPTION AGREEMENT BETWEEN THE CITY OF ORRVILLE AND HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC DATED DECEMBER 31, 2009; AND 3) THE ENTERPRISE ZONE AGREEMENT BETWEEN THE CITY OF ORRVILLE AND HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC DATED DECEMBER 31, 2009; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Orrville and American Weather-Seal executed an Enterprise Zone Agreement on December 1, 2005, and an amendment thereto on April 10, 2008;

WHEREAS, the City of Orrville and Holtec Engineered Aluminum Systems Division, LLC, executed an Assumption Agreement on December 31, 2009, whereby Holtec Engineered Aluminum Systems Division, LLC assumed all the rights, benefits, duties, responsibilities and obligations of American Weather-Seal under the December 1, 2005 Enterprise Zone Agreement for the existing facilities in Orrville;

WHEREAS, the City of Orrville and Holtec Engineered Aluminum Systems Division, LLC, executed an Enterprise Zone Agreement dated December 31, 2009, for its newly-constructed facilities in Orrville;

WHEREAS, Orrvilon, Inc., is the successor-in-interest to Holtec Engineered Aluminum Systems Division, LLC, and has assumed Holtec's Orrville operations effective January 1, 2010;

WHEREAS, Orrvilon, Inc. desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of American Weather-Seal in the Enterprise Zone Agreement dated December 1, 2005 (and the amendment thereto dated April 10, 2008), as modified by the Assumption Agreement between the City of Orrville and Holtec Engineered Aluminum Systems Division, LLC dated December 31, 2009;

WHEREAS, Orrvilon, Inc. desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of Holtec Engineered Aluminum Systems Division, LLC in the Assumption Agreement between the City of Orrville and Holtec Engineered Aluminum Systems Division, LLC dated December 31, 2009; and

WHEREAS, Orrvilon, Inc. desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of Holtec Engineered Aluminum Systems Division, LLC in the Enterprise Zone Agreement between the City of Orrville and Holtec Engineered Aluminum Systems Division, LLC dated December 31, 2009;

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. _____ *Passed* _____, 20____

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ORRVILLE, OHIO:

Section 1: That the Director of Safety and Service is hereby authorized to execute an agreement and/or agreements with Holtec Engineered Aluminum Systems Division, LLC, and Orrvilon, Inc. permitting Orrvilon, Inc. to assume all the rights, benefits, duties, responsibilities and obligations of: 1) American Weather-Seal and Holtec Engineered Aluminum Systems Division, LLC, under the Enterprise Zone Agreement executed between the City of Orrville and American Weather-Seal dated December 1, 2005 (including the amendment thereto dated April 10, 2008); 2) Holtec Engineered Aluminum Systems Division, LLC, under the Assumption Agreement dated December 31, 2009; and 3) Holtec Engineered Aluminum Systems Division, LLC under the Enterprise Zone Agreement dated December 31, 2009; substantially in the form attached hereto and incorporated herein as "Exhibit A."

Section 2: That this resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health and safety of said City and for the further reason that it is necessary to create job opportunities; therefore, this ordinance shall be in effect immediately after its passage and approval by the Mayor.

Passed this 1st day of March 2010.

_____
President of Council

Attest:

_____
Clerk of Council

Approved:

_____
Mayor

Date: 3/1/10

EXHIBIT A

AGREEMENT BETWEEN HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC ("HOLTEC"), ORRVILON, INC. ("ORRVILON") AND THE CITY OF ORRVILLE, OHIO ("CITY") PERMITTING ORRVILON TO ASSUME THE RIGHTS, BENEFITS, DUTIES, REPONSIBILITIES, AND OBLIGATIONS OF HOLTEC UNDER THE ENTERPRISE ZONE AGREEMENT BETWEEN THE CITY OF ORRVILLE AND AMERICAN WEATHER-SEAL DATED DECEMBER 1, 2005 (INCLUDING THE APRIL 10, 2008 AMENDMENT THERETO), THE ASSUMPTION AGREEMENT BETWEEN THE CITY AND HOLTEC DATED DECEMBER 31, 2009, AND THE ENTERPRISE ZONE AGREEMENT BETWEEN THE CITY AND HOLTEC DATED DECEMBER 31, 2009.

WHEREAS, the City and American Weather-Seal executed an Enterprise Zone Agreement on December 1, 2005 (and the amendment thereto dated April 10, 2008), a copy of which is attached hereto and incorporated herein as "Appendix I";

WHEREAS, the City and Holtec executed an Assumption Agreement on December 31, 2009, a copy of which is attached hereto and incorporated herein as "Appendix II", whereby Holtec assumed all the rights, benefits, duties, responsibilities and obligations of American Weather-Seal under the December 1, 2005 Enterprise Zone Agreement (and the amendment thereto dated April 10, 2008) for the existing American Weather-Seal facilities in Orrville;

WHEREAS, the City and Holtec executed an Enterprise Zone Agreement dated December 31, 2009, 2009, for its newly-constructed facilities in Orrville, a copy of which is attached hereto and incorporated herein as "Appendix III";

WHEREAS, Orrvilon is the successor-in-interest to Holtec and has assumed Holtec's Orrville operations effective January 1, 2010;

WHEREAS, Orrvilon desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of American Weather-Seal in the Enterprise Zone Agreement dated December 1, 2005, as modified by the Assumption Agreement between the City and Holtec dated December 31, 2009;

WHEREAS, Orrvilon desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of Holtec in the Assumption Agreement between the City and Holtec dated December 31, 2009; and

WHEREAS, Orrvilon desires to be bound by the all the rights, benefits, duties, responsibilities and obligations of Holtec in the Enterprise Zone Agreement between the City and Holtec dated December 31, 2009;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that Orrvilon hereby assumes all the rights, benefits, duties, responsibilities and obligations of: 1) American Weather-Seal and Holtec Engineered Aluminum Systems Division, LLC, under the Enterprise Zone Agreement executed between the City of Orrville and American Weather-Seal dated December 1, 2005; 2) Holtec Engineered Aluminum Systems Division, LLC, under the Assumption Agreement dated December 31, 2009; and 3) Holtec Engineered Aluminum Systems Division, LLC under the Enterprise Zone Agreement dated December 31, 2009.

IN WITNESS WHEREOF, the City of Orrville, Ohio, by Steven M. Wheeler, its Safety – Service Director, and pursuant to Resolution No.___-10, has caused this instrument to be executed this _____ day of _____, 2010, and Holtec Engineered Aluminum Systems Division, LLC, and Orrvilon, Inc. by Deborah A. Webb, Controller for Holtec Engineered Aluminum Systems Division, LLC, and Orrvillon, Inc., who has caused this instrument to be executed this _____ day of _____, 2010.

THE CITY OF ORRVILLE, OHIO

By: _____
Steven M. Wheeler, Safety Service Director

Date: _____

HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC

By: _____
Deborah A. Webb
Its: Controller

Date: _____

ORRVILON, INC.

By: _____
Deborah A. Webb
Its: Controller

Date: _____

Approved as to form:

_____
Daniel R. Lutz, Law Director

APPENDIX I

Enterprise Zone Agreement

This agreement made and entered into by and between the City of Orrville, Ohio, a municipal corporation, with its main offices at 207 North Main Street, Orrville, Ohio (hereinafter referred to as "ORRVILLE") and, American Weather-Seal, an Ohio corporation with its main offices located at 100 Smithville Road Ext, Orrville, Ohio 44667 (hereinafter referred to as "COMPANY"), WITNESSETH;

WHEREAS, ORRVILLE has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, COMPANY is desirous of constructing a 180,000 square foot facility to house both its manufacturing and corporate offices located off Dairy Lane (hereinafter referred to as the "PROJECT") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said PROJECT; and

WHEREAS, the Council of the City of Orrville, Ohio by Resolution No. 18 – 03 adopted July 21, 2003, designated the area as an "Enterprise Zone" pursuant to Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective August 29, 2003, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution contains the characteristics set forth in R.C. 5709.61(A) and certified said area as Enterprise Zone under said Chapter 5709; and

WHEREAS, ORRVILLE having the appropriate authority for the stated type of project is desirous of providing COMPANY with incentives available for the developments of the PROJECT in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, COMPANY has submitted a proposed agreement application (herein attached as Exhibit A) to ORRVILLE said application (hereinafter referred to as "Application"); and

WHEREAS, COMPANY has remitted the required state application fee of $750.00 made payable to the Ohio Department of Development with the application to be forwarded with the final agreement; and

WHEREAS, the Safety – Service Director of the City of Orrville has investigated the application of COMPANY and has recommended the same to the Council of the City of Orrville on the basis that COMPANY is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City of Orrville; and

WHEREAS, the project site proposed by COMPANY is located in the Orrville City School District and the Wayne County Joint Vocational School District and the Boards of Education of the Orrville City School District and the Wayne County Joint Vocational School District have been notified in accordance with Section 5709.83 and have been given a copy of the Application; and

WHEREAS, pursuant to R.C. 5709.632 and in conformance with the format required under R.C. 5709.631, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THERFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. COMPANY shall construct a new 180,000 square foot facility at Dairy Lane, Orrville, Ohio, to house both its manufactruing and corporate offices. Said facility shall be constructed on a 15–acre parcel with 500 feet of frontage along Dairy Lane (not yet given a parcel #) in the 1st ward of Orrville, Ohio.

   In addition, COMPANY will purchase and install new machinery and equipment including but not limited to those outlined in Appendix A.

   The PROJECT will begin November 22, 2005 and all acquisition, construction, and installation will be completed by October 31, 2006. Any changes to the beginning and completion dates must be agreed to by formal resolution and an amended agreement.

   The total investment of this PROJECT to establish a new manufacturing and office facility is significant as evidenced in Exhibit A.

2. COMPANY shall create within a time period not exceeding 36 months after the commencement of construction of the aforesaid facility, the equivalent of 0 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 new full-time temporary job opportunities, and 0 new part-time temporary job opportunities and/or COMPANY will use its best efforts to retain 150 existing full-time equivalent jobs at the Orrville, Ohio, facility.

COMPANY's schedule for hiring is as follows: create 0 new jobs in year one (construction); 0 new jobs in year two; and 0 new jobs in year three. The job creation period begins November 22, 2005 and all jobs will be in place by November 21, 2008.

COMPANY currently has 120 full-time permanent employees, 0 part-time permanent employees, 30 full-time temporary employees, and 0 part-time temporary employees at the project site. In total, COMPANY has 240 full-time permanent employees, 0 part-time permanent employees, 50 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio.

This increase in the number of employees will result in approximately $0 dollars of additional annual payroll for COMPANY. The following is an itemization by the type of new jobs created: full-time permanent $0, full-time temporary $0, part-time permanent $0, and part-time temporary $0. The retention of the existing jobs will maintain the current annual payroll of $5,900,000.00 dollars.

3. COMPANY shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code if requested by the Council.

    a. In addition, COMPANY agrees to continue in operation for at least one additional year for each year for which abatement is granted.

    b. COMPANY hereby agrees to use their best efforts to hire 30% of any said employment opportunities with people who at the time of employment have a City of Orrville mailing address. COMPANY further agrees that all those who are hired who do not have a City of Orrville mailing address shall be encouraged to relocate so that they have a City of Orrville mailing address.

4. ORRVILLE hereby grants a tax exemption pursuant to R.C. 5709.632 of the Revised Code for eligible new tangible personal property including inventory, if applicable, acquired in conjunction with the PROJECT and will only apply to the investment limits expressed in the project description as defined in Sections 1 and 4 of this agreement.

    The minimum investment for tangible personal property to qualify for the exemption is Two Million Five Hundred Thousand Dollars ($2,500,000) to purchase machinery and equipment first used in business at the facility as a result of the project, Zero Dollars ($0.00) for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and Seven Hundred Thousand Dollars ($700,000) for new inventory. The maximum investment for tangible personal property to qualify for exemption is Three Million Four Hundred Thousand Dollars ($3,400,000) to purchase machinery and equipment first used in business at the facility as a result of the project, Zero Dollars ($0.00) for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and One Million Dollars ($1,000,000) for new inventory.

The exemption commences the first year for which the tangible personal property would be first taxable were that property not exempted from taxation. No exemption shall commence after tax return year 2006 nor extend tax return year 2020.

Year of Tax Exemption	Tax Exemption Amount
1 - 15 *	50%

*Approved by the Orrville Board of Education on November 17, 2005.

In no instance shall any tangible personal property be exempted from taxation for more than ten return years unless under division (D)(2) of section 5709.62 or under division (C)(1)(b) of section 5709.63 of the Revised Code, the Board of Education approves exemption for a number of years in excess of ten, in which case the tangible personal property may be exempted from taxation for that number of years, not to exceed fifteen return years.

5. ORRVILLE hereby grants COMPANY a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.632 of the Ohio Revised Code and shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
1 - 15*	50%

*Approved by Orrville Board of Education on November 17, 2005.

The minimum investment for real property to qualify for the exemption is Four Million Dollars ($4,000,000) as a result of the project. The maximum investment for real property to qualify for exemption is Five Million Dollars ($5,000,000) as a result of the project.

The exemption commences the first year for which the real property would first be taxable were that property not exempted form taxation. No exemption shall commence after 2007 nor extend beyond 2021.

COMPANY must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. COMPANY shall pay an annual fee equal to ($250.00) Two Hundred Fifty dollars.

The fee shall be made payable to the City of Orrville once per year for each year the agreement is effective on the days and in the following form: a check by March 31. The fee is to be paid to the Safety – Service Director and made out to the City of Orrville. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Revised Code and

by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. COMPANY shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If COMPANY fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. ORRVILLE shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or ORRVILLE revokes the designation of the zone, entitlements under this agreement shall continue for the number of years specified under this agreement, unless COMPANY materially fails to fulfill its obligations under this agreement and ORRVILLE terminates or modifies the exemptions from taxation granted under this agreement.

10. If COMPANY materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if ORRVILLE determines that the certification as to delinquent taxes required by this agreement is fraudulent, ORRVILLE may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. If ORRVILLE makes a demand for repayment, COMPANY shall make such repayment within thirty (30) days.

11. COMPANY hereby certifies that at the time of this agreement is executed, COMPANY does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which COMPANY is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, COMPANY currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against COMPANY. For the purposes of certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

12. COMPANY affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and

(3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

13. COMPANY and ORRVILLE acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Orrville as a condition for the agreement to take effect. This agreement takes effect upon such approval.

14. ORRVILLE has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, COMPANY is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Exemptions from taxation granted under this agreement shall be revoked if it is determined that COMPANY, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

16. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by COMPANY is not equal to or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this agreement during that three-year period, COMPANY shall repay the amount of taxes on the property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, ORRVILLE may terminate or modify the exemptions from taxation granted under this agreement.

17. COMPANY affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of COMPANY has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, COMPANY shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66 (C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13 (D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferable or assignable without the express, written approval of the Council of the City of Orrville.

19. ORRVILLE acknowledges that in order to develop and finalize this agreement, COMPANY has disclosed to ORRVILLE certain information determined to be proprietary by COMPANY. To the maximum extent permissible by law, ORRVILLE agrees not to disclose any such information, not already in the public domain, to any person, firm, or corporation without COMPANY's prior written consent; provided, further that if any such disclosure is mandated by federal, state or local law (such as the Freedom of Information Act and all public records and sunshine laws) ORRVILLE agrees to promptly notify COMPANY of the requirement to make such disclosure and to fully cooperate with COMPANY in any procedures permitted by law to limit such disclosure.

IN WITNESS WHEREOF, the City of Orrville, Ohio by Becky L. Jewell, its Safety – Service Director, and pursuant to Resolution No. 48-05 has caused this instrument to be executed this 25th day of November, 2005 and COMPANY by Shawn Shertzer, its Director of Finance has caused this instrument to be executed this 1st day of ~~November,~~ December 2005.

THE CITY OF ORRVILLE, OHIO

By: Becky L. Jewell
Becky L. Jewell, Safety-Service Director

American Weather-Seal

By: Shawn T Shertzer

Approved as to form:

Daniel R. Lutz, Law Director

NOTE: A copy of this agreement must be forwarded to the Ohio Department of Taxation, the Ohio Department of Development, and the Wayne County Auditor within fifteen (15) days of approval to be finalized.

AMENDMENT TO THE ENTERPRISE ZONE AGREEMENT DATED DECEMBER 1, 2005, BETWEEN AMERICAN WEATHER-SEAL AND THE CITY OF ORRVILLE, OHIO.

This amendment is made and entered into by and between the City of Orrville, Ohio, a municipal corporation, with its main offices located at 207 North Main Street, Orrville, Ohio 44667, and American Weather-Seal, with its main offices located at 100 Smithville Road Ext., Orrville, Ohio 44667.

WHEREAS, on December 1, 2005, the City of Orrville ("City") and American Weather-Seal ("Company") entered into an Enterprise Zone Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, Company requested an amendment to the minimum investment for real property from $4,000,000 to $7,000,000; and

WHEREAS, Company requested an amendment to the maximum investment for real property from $5,000,000 to $8,000,000; and

WHEREAS, the parties hereto desire to amend the Agreement to provide for the changes in real property investment;

NOW, THEREFORE, the parties hereby agree as follows:

A. The minimum investment for real property shall be changed from $4,000,000 to $7,000,000;
B. The maximum investment for real property shall be changed from $5,000,000 to $8,000,000.
C. The main office location shall be changed from 100 Smithville Road Ext., Orrville, Ohio 44667 to 1400 Dairy Lane, Orrville, Ohio 44667.
D. All of the other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS, WHEREOF, the City of Orrville, Ohio by Becky L. Jewell, its Safety-Service Director, and pursuant to Resolution No.32-07, has caused this instrument to be executed on this 28th day of March, 2008, and American Weather-Seal by Patrick Thompson, its Division Manager, has caused this instrument to be executed on this 10 day of April, 2008.

CITY OF ORRVILLE

Kristin Endsley
Witness

Becky L. Jewell
Safety-Service Director

AGREEMENT BETWEEN HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC ("HOLTEC") AND THE CITY OF ORRVILLE, OHIO, PERMITTING HOLTEC TO ASSUME THE RIGHTS, BENEFITS, DUTIES AND OBLIGATIONS OF AMERICAN WEATHER-SEAL UNDER THE ENTERPRISE ZONE AGREEMENT DATED DECEMBER 1, 2005.

This agreement is made and entered into by and between the City of Orrville, Ohio, a municipal corporation, with its main offices located at 207 North Main Street, Orrville, Ohio 44667, and Holtec Engineered Aluminum Systems Division, LLC, a Delaware limited liability company registered in the State of Ohio ("HOLTEC") with its main offices located at 555 Lincoln Drive West, Marlton, New Jersey 08053.

WHEREAS, on December 1, 2005, the City of Orrville ("City") and American Weather-Seal entered into an Enterprise Zone Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, American Weather-Seal filed for Chapter 11 bankruptcy and terminated operations in the City of Orrville; and

WHEREAS, HOLTEC has purchased the facility at 1400 Dairy Lane, Orrville, Ohio, from American Weather-Seal, and has requested permission to assume the rights, benefits, duties and obligations of American Weather-Seal under the December 1, 2005 enterprise zone agreement subject to specified modifications indicated herein below;

WHEREAS, the City of Orrville, Ohio hereby desires to allow said assumption to provide for the changes in ownership to the real property investment in the City of Orrville;

NOW, THEREFORE, the parties hereby agree that the as follows:

1. HOLTEC shall assume all of the rights, benefits, duties and obligations of American Weather-Seal under the December 1, 2005 Enterprise Zone Agreement between American Weather-Seal and the City of Orrville, Ohio, subject to the following modifications and/or additions:

    a. HOLTEC shall create within a time period not exceeding 36 months the equivalent of 100 new full-time permanent job opportunities, 0 new part-time permanent job opportunities, 0 new full-time temporary job opportunities, and 0 new part-time temporary job opportunities, and HOLTEC will relocate 96 existing full-time permanent jobs, 2 part-time permanent jobs, and 4 full-time temporary jobs to this facility;

    b. HOLTEC's schedule for hiring is as follows: create 100 new jobs in year one; 0 new jobs in year two; and 0 new jobs in year three. The job creation period begins November 9, 2009 and all jobs will be place by November 8, 2012;

    c. HOLTEC currently has 0 full-time permanent employees, 0 part-time permanent employees, 0 full-time temporary employees, and 0 part-time temporary employees at the project site. In total, HOLTEC has 96 full-time permanent employees, 2 part-time permanent employees, 4 full-time temporary employees, and 0 part-time temporary employees in the State of Ohio;

d. The increase in the number of employees will result in approximately $1,900,000 dollars of additional annual pay for HOLTEC. The following is an itemization by the type of new jobs created: full-time permanent $3,400,000, full-time temporary $0, part-time permanent $0, and part-time temporary $0. The retention of the existing jobs will amount to an annual payroll of $3,510,000 dollars;

e. The minimum investment for tangible personal property to qualify for the exemption is $4,800,000 to purchase machinery and equipment first used in business at the facility as a result of the project, $0 for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and $0 for new inventory. The maximum investment for tangible personal property to qualify for exemption is $5,300,000 to purchase machinery and equipment first used in business at the facility as a result of the project, $0 for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and $0 for new inventory.

II. It is the intent of the parties that Holtec be substituted as a party for American Weather-Seal to the December 1, 2005 Enterprise Zone Agreement subject to the modifications and/or additions indicated herein, and both parties shall take whatever additional steps are necessary, if any, to effectuate said intent of the parties.

III. All of the other terms and conditions of the December 1, 2005 Enterprise Zone Agreement not inconsistent herewith shall remain in full force and effect, and the parties shall be bound thereby.

IN WITNESS, WHEREOF, the City of Orrville, Ohio by Steven M. Wheeler, its Safety-Service Director, and pursuant to Resolution No. 37-09, has caused this instrument to be executed on this 19th day of ~~November~~ January, 20~~09~~ 10, and Holtec Engineered Aluminum Systems Division, LLC, by Deborah Webb, its Controller, has caused this instrument to be executed on this 31st day of ~~November~~ December, 2009.

CITY OF ORRVILLE

Kristin K. Endsley
Witness

Safety-Service Director

Witness

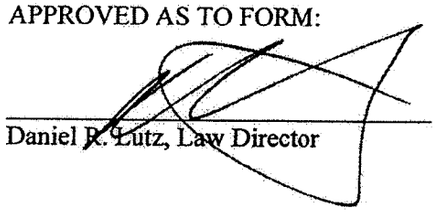
HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC

Witness

Deborah A. Webb 12/31/09
Controller

Witness

APPROVED AS TO FORM:



Daniel R. Lutz, Law Director

3. HOLTEC shall provide to the proper Tax Incentive Review Council any information reasonably required by the Council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 and 5727.08 of the Ohio Revised Code if requested by the Council.

    a. In addition, HOLTEC agrees to continue in operation for at least one additional year for each year for which abatement is granted.

    b. HOLTEC hereby agrees to use their best efforts to hire 30% of any said employment opportunities with people who at the time of employment have a City of Orrville mailing address. HOLTEC further agrees that all those who are hired who do not have a City of Orrville mailing address shall be encouraged to relocate so that they have a City of Orrville mailing address.

4. HOLTEC hereby grants a tax exemption pursuant to R.C. 5709.632 of the Revised Code for eligible new tangible personal property including inventory, if applicable, acquired in conjunction with the PROJECT and will only apply to the investment limits expressed in the project description as defined in Sections 1 and 4 of this agreement.

    The minimum investment for tangible personal property to qualify for the exemption is $4,800,000 to purchase machinery and equipment first used in business at the facility as a result of the project, $0 for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and $0 for new inventory. The maximum investment for tangible personal property to qualify for exemption is $5,300,000 to purchase machinery and equipment first used in business at the facility as a result of the project, $0 for furniture and fixtures and non-inventory personal property first used in business at the facility as a result of this project, and $0 for new inventory.

    The exemption commences the first year for which the tangible personal property would be first taxable were that property not exempted from taxation. No exemption shall commence after tax return year 2009 nor extend tax return year 2023. In no instance shall any tangible personal property be exempted from taxation for more than ten return years unless under division (D)(2) of section 5709.62 or under division (C)(1)(b) of section 5709.63 of the Revised Code, the Board of Education approves exemption for a number of years in excess of ten, in which case the tangible personal property may be exempted from taxation for that number of years, not to exceed fifteen return years.

5. ORRVILLE hereby grants HOLTEC a tax exemption for real property improvements made to the PROJECT site pursuant to Section 5709.632 of the Ohio Revised Code and shall be in the following amounts:

Year of Tax Exemption	Tax Exemption Amount
1 – 15	50 %

The minimum investment for real property improvements to qualify for the exemption is 6,850,000, as a result of the project. The maximum investment for real property improvements to qualify for exemption is 8,220,000 as a result of the project.

The exemption commences the first year for which the real property would first be taxable were that property not exempted form taxation. No exemption shall commence after 2010 nor extend beyond 2024.

HOLTEC must file the appropriate tax forms (DTE 23) with the County Auditor and (#913) with the State Department of Taxation to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. HOLTEC shall pay an annual fee equal to ($250.00) Two Hundred Fifty dollars.

   The fee shall be made payable to the City of Orrville once per year for each year the agreement is effective on the days and in the following form: a check by March 31. The fee is to be paid to the Safety – Service Director and made out to the City of Orrville. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with Section 5709.68 of the Revised Code and by the Tax Incentive Review Council created under Section 5709.85 of the Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. HOLTEC shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If HOLTEC fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. ORRVILLE shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Department of Development revokes certification of the zone, or ORRVILLE revokes the designation of the zone, entitlements under this agreement shall continue for the number of years specified under this agreement, unless HOLTEC materially fail to fulfill its obligations under this agreement and ORRVILLE terminates or modifies the exemptions from taxation granted under this agreement.

10. If HOLTEC materially fail to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if ORRVILLE determines that the certification as to delinquent taxes required by this agreement is fraudulent, ORRVILLE may terminate or modify the exemptions from taxation granted under this agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this agreement. If ORRVILLE makes a demand for repayment, HOLTEC shall make such repayment within thirty (30) days.

11. HOLTEC hereby certify that at the time of this agreement is executed, HOLTEC does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which HOLTEC is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Ohio Revised Code, or, if such delinquent taxes are owed, HOLTEC currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against HOLTEC. For the purposes of certification, delinquent taxes are taxes that remain unpaid on the latest day

prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

12. HOLTEC affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

13. HOLTEC and ORRVILLE acknowledge that this agreement must be approved by formal action of the legislative authority of the City of Orrville as a condition for the agreement to take effect. This agreement takes effect upon such approval.

14. ORRVILLE has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, HOLTEC is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.

15. Exemptions from taxation granted under this agreement shall be revoked if it is determined that HOLTEC, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.

16. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by HOLTEC is not equal to or greater than seventy-five percent (75%) of the number of employee positions estimated to be created or retained under this agreement during that three-year period, HOLTEC shall repay the amount of taxes on the property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, ORRVILLE may terminate or modify the exemptions from taxation granted under this agreement.

17. HOLTEC affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of HOLTEC has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, HOLTEC shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66 (C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13 (D)(1), which is punishable by a fine of not more than $1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferable or assignable without the express, written approval of the Council of the City of Orrville.

19. ORRVILLE acknowledges that in order to develop and finalize this agreement, HOLTEC has disclosed to ORRVILLE certain information determined to be proprietary by HOLTEC. To the maximum extent permissible by law, ORRVILLE agrees not to disclose any such information,

not already in the public domain, to any person, firm, or corporation without HOLTEC's prior written consent; provided, further that if any such disclosure is mandated by federal, state or local law (such as the Freedom of Information Act and all public records and sunshine laws) ORRVILLE agrees to promptly notify HOLTEC of the requirement to make such disclosure and to fully cooperate with HOLTEC in any procedures permitted by law to limit such disclosure.

IN WITNESS WHEREOF, the City of Orrville, Ohio by Steven M. Wheeler, its Safety – Service Director, and pursuant to Resolution No. 36-09, has caused this instrument to be executed this 19th day of ~~November~~ January, ~~2009~~ 2010 and Holtec Engineered Aluminum Systems Division, LLC. By Deborah A. Webb, its Controller, has caused this instrument to be executed this 31st day of ~~November~~ December, 2009.

THE CITY OF ORRVILLE, OHIO

By: _____
Steven M. Wheeler, Safety Service Director

HOLTEC ENGINEERED ALUMINUM SYSTEMS DIVISION, LLC

By: _____ 12/31/09
Its Controller

Approved as to form:

_____
Daniel R. Lutz, Law Director

NOTE: A copy of this agreement must be forwarded to the Ohio Department of Taxation, the Ohio Department of Development, and the Wayne County Auditor within fifteen (15) days of approval to be finalized.