

POLYLINKS, INC.

and

BUNCOMBE COUNTY, NORTH CAROLINA

INCENTIVE AGREEMENT

Dated as of November 18, 2014

THIS INCENTIVE AGREEMENT is dated as of 18th day of October is between PolyLinks, Inc., a North Carolina business corporation ("PolyLinks"), and Buncombe County, a public body politic and a political subdivision of the State of North Carolina (the "County").

RECITALS:

The purpose of this Agreement is to describe certain incentives to be provided by the County for the benefit of PolyLinks in connection with the expansion of its facility and organization (the "Project") which is projected to bring an investment of Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00) to Buncombe County and bring 12 new full-time employees.

PolyLinks specializes in manufacturing precision plastic parts for the biotechnology and life sciences industries. Its experts guide customers through the process—from concept to final product—of producing small, detailed parts to your most exacting standards.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

1.1 Definitions. For all purposes of this Agreement, unless the context requires otherwise, the following terms shall have the following meanings:

"Beneficial Occupancy" means the date on which PolyLinks occupies the new Facility for its intended purpose, evidenced by the obtaining of a Certificate of Occupancy.

"Business Day" means any day that is not a Saturday or a Sunday, or a day on which banks in the State of North Carolina are required by law to be closed.

"Closing Date" means the date on which this Agreement is first executed and delivered by the parties.

"Direct Investment" means the increase in tax value attributable to the Project after the effective date of this Incentive Agreement as determined by the Buncombe County Tax Department, regardless of the funding sources for said property.

The number of "Full-Time Project Related Jobs" means the total number of new employees employed by PolyLinks in connection with the Project as of December 31 of each year during the term of this Agreement. Such employees may be hired at any time prior to December 31 and may be a variation of full or part time so long as the combination of the total number of employees is the equivalent of Twelve (12) new full time employees being paid at the average wages as identified below.

"Incentive" means the various incentive payments referred to in this Agreement to PolyLinks.

"Occupancy Date" means the date on which PolyLinks assumes Beneficial Occupancy of the expansion of the Facility.

"Performance Commitments" means the levels of Full-Time Project Related jobs to be hired by PolyLinks at average wage levels indicated below and/or the levels of Direct Investment to be made by PolyLinks in relation to PolyLinks's operations in the Facility.

"Project" means the expansion of its facility and organization by PolyLinks in Buncombe County.

"State" means the State of North Carolina.

1.2 Rules of Construction. Unless the context otherwise indicates:

- (a) Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine and neuter genders as well;
- (b) All references to Articles, Sections or Exhibits are references to Articles, Sections and Exhibits of this Agreement;
- (c) All references to officers are references to County officers; and
- (d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meanings, construction or effect.

ARTICLE II

POLYLINKS' COMMITMENTS

In return for the Incentives set forth herein, which are a competitive necessity for PolyLinks to increase capacities and operations in the market, PolyLinks commits to certain Performance Commitments related to jobs created and incrementally increased taxes in the County. The parties acknowledge and agree that the consideration for the County to enter into this Agreement is the expectation that PolyLinks will meet or exceed the Performance Commitments.

Specifically, PolyLinks agrees to meet or exceed the following Performance Commitments:

- (a) PolyLinks will create and maintain in the Facility for a two (2) year period from and after such time as the positions for Full-Time Project Related jobs are created, jobs for at least Twelve (12) Full-Time Project Related jobs at an average wage of \$35,800/year, excluding benefits. This number of jobs shall be created no later than November 18, 2014.
- (b) PolyLinks shall make Direct Investments in new construction, improvements, machinery and equipment equal to Two Million Three Hundred Thousand and No/100 Dollars (\$2,300,000.00), and the taxable real property resulting from these Direct Investments shall remain in the County subject to ad valorem tax assessments for at least two (2) years from and after January 1 of the year the new construction and improvements is

first listed on the County tax scrolls. All such Direct Investments, to be considered a basis for incentives covered hereunder shall be made by not later than November 18, 2014.

Confirmations of each PolyLinks's attainment of Performance Commitments shall be as follows: (1) the amount of Direct Investment shall be the amount of the new and additional tax value as determined by the Buncombe County Tax Department attributable to Direct Investment related to the Project for property owned by PolyLinks in the County as shown on its Business Real and Personal Property Tax Listings for each year that new investments are made; and (2) the creation of new and additional Full-Time Project Related jobs attributable to the Project shall be the number shown on filings by PolyLinks with the N.C. Employment Security Commission as to unemployment compensation taxes. The County may, subject to the agreement of PolyLinks, have access to other documentation to verify the attainment of these Performance Commitments.

ARTICLE III

INCENTIVE PAYMENT

The County commits to pay to PolyLinks a grant or Incentive Payment. This Incentive Payment shall be in the amount of Twenty-Five Thousand and No/100 (\$25,000.00). The County intends to apportion the Incentive Payment as Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) attributable to the investments for new construction, machinery, equipment, improvements and expansion of the Facility, and the remaining Twelve Thousand Five Hundred and No/100 Dollars (\$12,500.00) is attributable to the creation of new jobs.

The Incentive Payment shall be paid in by December 31, 2014.

If PolyLinks fails to maintain the twelve (12) Full-Time Project Related, reduces its Direct Investment level, or if an Abandonment of Operations occurs the PolyLinks shall refund to the County all Future Incentive Payments the County has paid PolyLinks within 60 days after receiving the County's invoice. In the event of such a refund, there shall be no additional costs, interest, fees or any additions whatsoever imposed on PolyLinks above and beyond the refund amount due.

ARTICLE IV

ASSIGNMENTS

No party shall sell or assign any interest in or obligation under this Agreement without the prior express written consent of both parties. Provided, however, that all or a portion of the rights under this Agreement may be assigned by PolyLinks to any entity that is a wholly or partially owned subsidiary of PolyLinks, a parent of PolyLinks, or an affiliated entity of PolyLinks without the consent of the County; further provided that PolyLinks will guarantee the performance by any such entity of the obligations due under this Agreement and provide written notice of assignment to the County.

ARTICLE V

MISCELLANEOUS

5.1 Governing Law. The parties intend that this Agreement shall be governed by the law of the State of North Carolina and should any claim or dispute arise between the parties that cannot be resolved amicably then any action to enforce or interpret its terms shall be brought in the General Court of Justice of Buncombe County, North Carolina which shall have venue and jurisdiction over the subject matter and the parties. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

5.2 Notices.

(a) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement

(b) Any communication shall be sufficiently given and deemed given when delivered by hand or three (3) days after being mailed by first-class mail, postage prepaid, and addressed as follows:

(1) If to PolyLinks, to:

PolyLinks
230 Sardis Road
Asheville, NC 28806
Attn: Joseph J. Malasky IV

With a copy to:

(2) If to the County, to:

Jon Creighton
Assistant County Manager/Planning Director
46 Valley Street
Asheville, NC 28801

With copy to:

Michael C. Frue
Senior County Staff Attorney
205 College Street
Asheville, NC 28801

(c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

5.3 Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

5.4 Severability. Each provision in this Agreement is severable. If any provision of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction, then: (a) such determination will not invalidate or render unenforceable any other provision of this Agreement; (b) such provision will be construed as closely as possible to the parties' original intent in order to render such provision valid or enforceable, as applicable; and (c) the remaining terms of this Agreement, together with such reconstructed provision, will constitute the parties' entire agreement.

5.5 Entire Agreement; Amendments. This Agreement constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by both parties.

5.6 Binding Effect. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

5.7 Time. Time is of the essence in this Agreement and each and all of its provisions.

5.8 Liability of Officers and Agents. No officer, agent or employee of the County or POLYLINKS shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

5.9 Confidentiality. The County will keep confidential and will not disclose or publish any of PolyLinks's trade secrets as defined in Section 132-1.2(1) of the North Carolina General Statutes, will keep all records evidencing such trade secrets marked as "confidential trade secrets", and will keep all such records segregated in the County's files. If the County receives a request, subpoena or court order to disclose any information or records PolyLinks or its representatives have provided or provide in the future relating to this Agreement or the project described in this Agreement, the County will give PolyLinks prompt written notice of the request, subpoena or court order and will discuss any proposed disclosure of such information or records with PolyLinks (and, to the extent possible, give PolyLinks the opportunity to contest any disclosure of information or records PolyLinks believes should not be disclosed) before making any such disclosure.

5.10 Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE 1 OF 2 TO INCENTIVE AGREEMENT BETWEEN
POLYLINKS AND BUNCOMBE COUNTY, NORTH CAROLINA

IN WITNESS WHEREOF, the parties have caused this Incentive Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

[SEAL]

PolyLinks, Inc.

ATTEST:

By: _____
Printed Name:
Title:

By: Joseph J. Malasky
Printed Name: JOSEPH J. MALASKY
Title: PRESIDENT

SIGNATURE PAGE 2 OF 2 TO INCENTIVE AGREEMENT BETWEEN
POLYLINKS AND BUNCOMBE COUNTY, NORTH CAROLINA

[SEAL]

Buncombe County

ATTEST:

By: _____

Printed Name: _____

Title: _____

Kathy Hughes, Clerk to the Board

This instrument has been preaudited
in the manner required by The Local
Government Budget and Fiscal Control Act

Name: Donna Clark
Finance Officer, Buncombe County
North Carolina