

**SECOND AMENDMENT TO INDUCEMENT AGREEMENT AND MILLAGE RATE
AGREEMENT AND FEE IN IN LIEU OF TAX AGREEMENT**

This Second Amendment to Inducement Agreement and Millage Rate Agreement and Fee in Lieu of Tax Agreement (the “Second Amendment”) is made and entered into as of _____, 2016 by and between Greenville County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina; Precision Valve North America, Inc., a corporation incorporated and existing under the laws of the State of South Carolina (the “Assignee”); and STORE Master Funding X, LLC, a limited liability company organized and existing under the laws of the State of Delaware (“STORE”, and with the Assignee and STORE sometimes being referred to hereinafter collectively as the “Companies”).

WHEREAS, all capitalized terms not specifically defined herein shall have the meaning as defined in the Fee Agreement (as that term is defined below), and if not defined therein shall have the meaning as defined in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended (the “Act”); and

WHEREAS, Precision Valve Corporation, a corporation incorporated and existing under the laws of the State of New York (the “Company”) operates and has been expanding a manufacturing facility in the County, has been engaged in the relocation and expansion of a research and development facility in the County, and has been engaged in the relocation of a regional corporate headquarters to the County (as defined in the Fee Agreement, and collectively the “Project”); and

WHEREAS, the County and the Company executed and entered into that certain Inducement Agreement and Millage Rate Agreement dated November 21, 2006 (the “Inducement Agreement”) and that certain Fee in Lieu of Tax Agreement (“Fee Agreement”) dated May 20, 2008, as amended by that certain First Amendment to Inducement Agreement and Millage Rate Agreement and Fee in Lieu of Tax Agreement dated December 3, 2013 (the “First Amendment” and, collectively with the Inducement Agreement and Fee Agreement, the “Agreements”), by which there was created a fee-in-lieu-of-tax arrangement with respect to certain property owned by the Company and located at the Project; and

WHEREAS, the Company subsequently reorganized its business and formed a new wholly-owned subsidiary, Precision Valve North America, Inc. (the “Assignee”) to which all of the assets of the Company located in South Carolina, including the Agreements, were transferred and assigned as of June 2, 2014; and

WHEREAS, by Resolution dated May 6, 2014, the County approved and consented to the transfer and assignment of all of the Company’ rights, title, interests, and obligations under the Agreements to the Assignee, effective June 2, 2014; and

WHEREAS, STORE Master Funding X, LLC, is a limited liability company organized and existing under the laws of the State of Delaware (“STORE”); and

WHEREAS, the Assignee has agreed to transfer, convey, and assign certain of its assets used in connection with the Project, and subject to the Agreements, to STORE pursuant to a sale/leaseback financing arrangement, where Assignee will continue to operate the Project but ownership of certain assets used in connection with the Project will now be owned by STORE and leased to Assignee; and

WHEREAS, pursuant to Section 12-44-40(K)(1) of the Act, Sections 4.5 and 4.6 of the Inducement Agreement, and Section 12.09 of the Fee Agreement, the County and Assignee now desire to amend the Fee Agreement to add STORE as a “sponsor affiliate” (as that term is defined in the Act) to the Agreements and STORE desires to be a party to such Fee Agreement (the “Sponsor Affiliate Addition”); and

WHEREAS, the County and the Companies now desire to amend the Fee Agreement to authorize and memorialize the Sponsor Affiliate Addition.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Companies agree as follows:

1. Addition of STORE as Sponsor Affiliate. The Fee Agreement shall be amended to add STORE as a “sponsor affiliate”, as that term is defined in the Act.
2. Applicable Provisions of the Fee Agreement to STORE. The following provisions of the Fee Agreement shall now be revised as follows:

A. Section 1.01 of the Fee Agreement shall be amended to include the following:

"Project Sponsors" means the Corporation and any Sponsor Affiliate, and all entities participating in the investment in the Project whether through ownership, lease, lease-purchase or otherwise and which are or have subsequent to the date hereof become a party to this Fee Agreement, including, but not limited to, Sponsors' affiliates (as defined in the Act), and all successors and assigns of such entities. Any entity that shall participate as a Corporation, must execute this Fee Agreement or an amendment thereto pursuant to the Act.

"Sponsor Affiliate" means any Sponsor Affiliate, and its parents, subsidiaries, or related entities, collectively a Party and Project Sponsors to this Fee Agreement. As of the Second Amendment to this Fee Agreement, the Sponsor Affiliate is STORE Master Funding X, LLC.

B. There shall be inserted new Section 2.03 the following language:

SECTION 2.03. Representations and Warranties by Each Sponsor Affiliate.

Each Sponsor Affiliate represents and warrants that:

(A) The Sponsor Affiliate is organized or incorporated and in good standing under the laws of the state of its formation, is authorized to transact business in the State of South Carolina, and has requisite power to enter into this Fee Agreement, and, by proper action, has been duly authorized to execute and deliver this Fee Agreement;

(B) To Sponsor Affiliate's knowledge, no event has occurred and no condition exists with respect to the Sponsor Affiliate that would constitute an "Event of Default" as described in Section 11.01 hereof;

(C) To Sponsor Affiliate's knowledge, no actions, suits, proceedings, inquiries or investigations are pending or threatened against or affecting the Sponsor Affiliate in any court or before any governmental authority or arbitration board or tribunal that would materially and adversely affect the validity or enforceability of this Fee Agreement; and

C. Section 12.03 of the Fee Agreement shall be amended and shall state as follows:

(c) As to the Sponsor Affiliate:

STORE Master Funding X, LLC
Attn: Michael T. Bennett, Executive Vice President – General Counsel
8501 E. Princess Drive, Suite 190
Scottsdale, Arizona 85255

With a Copy (which shall not constitute notice) to:

Kutak Rock LLP
Attention: Whitney A. Kopicky, Esq.
1801 California Street, Suite 3000
Denver, Colorado 80202
Telephone: (303) 297-2400
Facsimile: (303) 292-7799

3. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this agreement shall be valid and enforceable to the fullest extent permitted by the law.
4. Headings; References. The headings of this Amendment are for convenience of reference only and shall not define or limit the provisions hereof or affect the meaning or interpretation hereof.

5. Multiple Counterparts. This Amendment 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.

[signatures on following page]

IN WITNESS WHEREOF, Greenville County, South Carolina, has executed this Second Amendment by causing its name to be hereunto subscribed by the Chairman of its County Council for the County and its County Administrator, and Precision Valve North America, Inc. and STORE Master Funding X, LLC have each executed this Second Amendment by causing their respective corporate names to be hereunto subscribed by their authorized representatives, all being done as of the day and year first written above.

GREENVILLE COUNTY, SOUTH CAROLINA

By: _____
Bob Taylor, Chairman, County Council
of Greenville County, South Carolina

ATTEST:

Theresa B. Kizer, Clerk to Council
of Greenville County, South Carolina

By: _____
Joseph Kernell, Greenville County
Administrator

PRECISION VALVE NORTH AMERICA, INC.

By: _____

Its: _____

STORE MASTER FUNDING X, LLC

By: _____

Its: _____