

that all of Assignor's right, title, and interest in and to the Property and all of Assignor's right, title, and interest in, to, and under the Fee Agreement with respect to the Property and any other property subject to the Fee Agreement, will be transferred and assigned, as of the Closing Date, to Assignee and its successors and assigns, absolutely and forever.

Section 2. Assumption. Contingent upon the Property being successfully conveyed by Assignor to Assignee on or before the Closing Date, Assignee does hereby confirm its assumption of all duties, obligations, and liabilities in and under the Fee Agreement as it pertains to the Property and any other property subject to the Fee Agreement, as of the Closing Date, accruing on or after the Closing Date.

Section 3. Notice to the Department. Pursuant to the Fee Agreement and the FILOT Act, the Assignee certifies that Assignee will notify the South Carolina Department of Revenue of the Assignment ratified by this Agreement.

Section 4. Notices. The parties agree that the addresses to be utilized under Section 7.01 of the Fee Agreement shall hereafter be as follows:

As to Assignors:

Mr. Joseph N. Marino
Registered Agent for Marbro Realty, LLC
1200 Woodruff Road, Unit H29
Greenville, South Carolina 29607

As to Assignee:

Mr. Jong Sung Park
Chief Financial Officer
United Composite Materials, LLC
c/o Madison Felder
110 East Court Street, Suite 200 Greenville, SC 29601

Section 5. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Severability. In the event that any clause or provisions of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any of the remaining provisions hereof.

Section 7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 8. Amendment. No provision of this Agreement may be amended, modified, supplemented, changed, waived, discharged, or terminated unless all of the parties hereto consent thereto in writing.

Section 9. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 10. Facsimile/Scanned Signatures. Each of the parties to this Agreement agrees that use of a fax or scanned signature and the signatures, initials, and handwritten or typewritten modifications to any

of the foregoing shall be deemed to be valid and binding upon the parties as if the original signature, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned, each pursuant to due authority, have duly executed this Agreement as to Assignment and Assumption of Fee In Lieu of Tax Agreement, all as of the effective date above written.

ASSIGNOR

MARBRO REALTY, LLC, a New Jersey limited liability company

By: _____

Name: _____

Its: _____

ASSIGNEE

UNITED COMPOSITE MATERIALS LLC, a South Carolina limited liability company

By: _____

Name: _____

Its: _____

HANKUK COMPOSITES US INC., a Texas corporation

By: _____

Name: _____

Its: _____