

PERFORMANCE AGREEMENT

This Performance Agreement made and entered into this 5th day of October, 2015, by and between the Tazewell County Industrial Development Authority, a political subdivision of the Commonwealth of Virginia created pursuant to Section 15.2-4900 *et seq.* of the Code of Virginia ("IDA"), and EPC America, a Virginia Corporation, and EPC (Collectively referred to as "Company").

WITNESSETH:

WHEREAS the IDA seeks to expand and improve the economic opportunities for residents of Tazewell County, Virginia by attracting new businesses to Tazewell County;

WHEREAS Company has been awarded a contract with the Tazewell County Board of Supervisors ("the Board") to construct a waste water treatment facility at Cavitt's Creek Park contingent upon Company committing to locating its regional assembly line operation in Tazewell County, Virginia (hereinafter referred to as "the Cavitts Creek Contract");

WHEREAS Company desires to locate its regional assembly line operation in Tazewell County, Virginia;

WHEREAS the IDA, in furtherance of its statutory purpose as set forth in Section 15.2-4901 of the Code of Virginia and as authorized by Section 15.2-4905 of the Code, desires to make a grant to Company to assist with the costs of locating facilities for performance of the Cavitts Creek Contract in Tazewell County, Virginia;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including but not limited to consideration set forth in the Cavitts Creek Contract of even date herewith, the parties hereto hereby covenant and agree as follows.

1. The IDA will issue to Company a Grant in the amount of Twenty-Five Thousand Dollars (\$25,000.00).
2. Company will perform under the Cavitts Creek Contract. Any breach of the Cavitts Creek Contract will constitute a breach of this Performance Agreement.
3. Company will establish a sales and marketing office in Tazewell County within 12 months or sooner of receipt of this Grant. Company will evaluate its sales in the Eastern United States ("the Region") from the Tazewell County Office for a period of 36 months from the date of execution of this agreement ("the test period") or sooner.
4. During the test period, Company will not establish a manufacturing facility nor license the manufacture of Company's product, anywhere in the Region outside of Tazewell County.

5. If Company's sales average 6 units per month in the Region after the sales and marketing office is opened and during the remainder of the the test period, Company will locate a manufacturing facility in Tazewell County, Virginia within 36 months or sooner of the date of execution of this agreement.

6. If Company's sales experience does not meet the goals set forth in paragraph five above , Company's obligations under this agreement shall cease.

7. Company will use its best efforts and good will with other companies to induce them to locate in Tazewell County, Virginia. In conjunction with such efforts IDA will make reasonable efforts to provide appropriate incentives to assist such companies in locating in Tazewell County, Virginia.

8. Company will make a good faith effort to perform in accordance with the inducements set forth in the letter from EPC America attached hereto as Exhibit A.

9. In the event Company fails to perform any of the obligations set forth herein, Company shall return the Grant proceeds.

10. Accepting this Grant shall not disqualify EPC America from being eligible for any other grant on incentive from the Tazewell County Industrial Development Authority, Virginia Coalfield Economic Development Authority, or Commonwealth of Virginia Tobacco Commission.

IN WITNESS WHEREOF, the parties hereto have executed this Performance Agreement as of the date first written above.

The Company:

EPC America

By: Charles H Botwick

Date: December 08, 2015

Charles Botwick, President

COMMONWEALTH OF VIRGINIA,
COUNTY of Loudoun; to wit,

The foregoing Performance Agreement was acknowledged before me, Brittany Harshman December 8th 2015, the undersigned Notary Public in and for the jurisdiction aforesaid, this 8th day of Dec, 2015, by Charles Botwick, President on behalf of EPC America.
My Commission Expires: 07/31/16 My Notary Number: 7525060.

Brittany Harshman (SEAL)
Notary Public



Brittany L Harshman
Commonwealth of Virginia
Notary Public
Commission No. 7525060
My Commission Expires 7/31/2016

L.W. / citB

EPC

By: *J. Weissman*
Date: Dec. 8th, 2015

Jeremy Weissman, CEO

E.P.C. LTD.

P.O.B 8564, SHA'AR-HEFER

ISRAEL, 42920

TEL 972-9-8826464 FAX. 8612646

**TAZEWELL COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

By: *Doyle Rasnick*
Date: 12/7/15

Doyle Rasnick, Chairman

COMMONWEALTH OF VIRGINIA,
COUNTY of TAZEWEEL; to wit,

The foregoing Performance Agreement was acknowledged before me,
Melena Johnson, undersigned Notary Public in and for the jurisdiction aforesaid,
this 7th day of Dec., 2015, by Doyle Rasnick, Chairman of the Tazewell County Industrial
Development Authority on behalf of the IDA. My Commission Expires: 9/21/16
My Notary Number: 7515759

Melena Johnson
Notary Public

