



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

300 N. WASHINGTON SQ.
LANSING, MI 48913

CUSTOMER
ASSISTANCE CENTER
517 373 9908

WWW.THEMEDC.ORG

March 12, 2010

Mr. Lawrence F. Leaman
Masco Cabinetry
21001 Van Born Road
Taylor, Michigan 48180

Dear Mr. Leaman:

This is to inform you that your request for confidentiality with respect to information submitted with your application for the Michigan Economic Growth Authority (MEGA) tax credits has been granted in part and denied in part.

The following information is designated as confidential:

- Michigan Revitalization Plan. Paragraphs 1,2,4,5 and 6
- Project Description, Item 2.
- Project Description, Item 3.
- Project Description, Item 4. Years 2, 3 and 4
- Project Description, Item 5.
- Project Budget Form. Line Items Only
- Cross State Comparison Form

Your request for confidentiality treatment of the following information is denied:

- Michigan Revitalization Plan. Paragraph 3
- Project Description, Item 4. Project Timeline and Years 1 and 5
- Estimated Employment Creation Form
- Project Budget Form. Total Project Costs
- Financial Statements

Confidential treatment for the aforementioned items has been denied because this information must be provided to the MEGA Board so it can make an informed decision on granting MEGA tax credits. Information that could be made public, or will be made public at the MEGA Board meeting, cannot be granted confidentiality.

Sincerely,

Peter Anastor
Secretary to the MEGA Board

Enclosures

EXECUTIVE COMMITTEE

MATTHEW P. CULLEN
Chair
Rock Ventures

PHILIP H. POWER
Vice-Chair
The Center for Michigan

D. GREGORY MAIN
President and CEO

RICHARD E. BLOUSE JR., CCE
Detroit Regional Chamber

JOHN W. BROWN
Stryker Corporation

DR. DAVID E. COLE
Center for
Automotive Research

JOANN CRARY
Saginaw Future Inc.

DR. HAIFA FAKHOURI
Arab American and
Chaldean Council

STEVEN K. HAMP
Hamp Advisors, LLC

PAUL HILLEGONDS
DTE Energy Company

GEORGE W. JACKSON JR.
Detroit Economic
Growth Corporation

BIRGIT M. KLOHS
The Right Place, Inc.

F. THOMAS LEWAND
Bodman LLP

STANLEY "SKIP" PRUSS
Michigan Department of Energy,
Labor & Economic Growth

DR. IRVIN D. REID
Wayne State University

SANFORD "SANDY" RING
Hino Motors
Manufacturing U.S.A., Inc.

MICHAEL B. STAEBLER
Pepper Hamilton LLP

PETER S. WALTERS
Guardian Industries Corp.

TODD A. WYETT
Versa Development, LLC

**Michigan Economic Growth Authority (MEGA)
Michigan Economic Development Corporation**

**Retention Credits
Confidentiality Form**

Applicant Entity Legal Name (business entity to receive tax credit)		Applicant Employer Tax Identification Number (EIN)	
Masco Cabinetry		[REDACTED]	
Address (Street/P.O. Box/City, State and Zip Code)		Applicant Contact	
21001 Van Born Rd Taylor, MI 48180		Lawrence F. Leaman	
		Contact Phone	E Mail Address
		(313) 792-6335	lawrence_leaman@mascohq.com

BACKGROUND

Section 5(3) of the Michigan Economic Growth Authority Act provides that "financial or proprietary information" submitted to the Authority can be exempted from disclosure under the Freedom of Information Act if confidentiality is requested and if the chairperson of the Authority acknowledges such information as confidential.

Confidentiality cannot be granted on information that is public. Any information that will be disclosed at a MEGA Board Meeting becomes part of the public record. Information that is available from other public sources is also not eligible for confidentiality. Note that financial statements of publicly traded companies are not eligible for confidentiality.

To receive confidentiality, the applicant must make a case that release of the specific information will cause **significant competitive harm**. To cause significant competitive harm, the information must be usable by a competing business to gain an advantage over the applicant in the marketplace. For purposes of the MEGA act, "financial or proprietary information" is defined as "information that has not been publicly disseminated or is unavailable from other sources, the release of which might cause the applicant significant competitive harm. Financial or proprietary information does not include a written agreement under this act."

The Authority will review all confidentiality requests. Each potentially confidential item must have its own exhibit, and each exhibit will be reviewed on its own merits. The Authority will notify the applicant of the eligibility determination of each item requested.

DIRECTIONS

- Check 'Yes' if you are requesting confidentiality for the application item.
- For each item requested, attach a **separate exhibit** that explains the necessity and justification for your request. The exhibit(s) must explain how or why the release of the specific information on which confidentiality is requested will cause significant competitive harm.

Application Item	Confidentiality Requested?		Attached Exhibit Number
Michigan Revitalization Plan	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Project Description Item 2. Michigan Property Details	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Project Description Item 3. Project Impact on Michigan Operations	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Project Description Item 4. Project Timeline	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Project Description Item 5. Other Project Considerations	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Estimated Employment Retention & Creation Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Project Budget Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Financial Statements Financial statements of publicly traded companies are not eligible for confidentiality	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit
Cross State Comparison Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	See Attached Exhibit

**Masco Cabinetry
MEGA Application
Request for Confidentiality
Form Exhibit
March 8, 2010**

PART II – MICHIGAN REVITALIZATION PLAN

The Michigan Revitalization Plan narrative provides specific reasons for retaining and relocating certain of the Company's personnel from the City of Adrian to the Ann Arbor/Washtenaw County region. While the reasons are valid and supportable, the criteria and basis for doing so could have negative ramifications to the City of Adrian. Masco Cabinetry's business rationale could be viewed by the City of Adrian as a critical assessment of the city and the community. Additionally, the listed business reasons in the "Revitalization Plan" could create personnel issues with those Masco Cabinetry's employees remaining in Adrian.

PART II – PROJECT DESCRIPTION (Item 2):

It is the Company's practice not to disclose to the public contractual agreements on specific properties. Information indicating whether the Company will purchase or lease the project's targeted headquarter offices is contrary to the Company's policy and is prohibitive by SEC disclosure rules.

PART II – PROJECT DESCRIPTION (Item 3):

Referencing the new location and number of jobs to be retained and transferred to the new location will cause morale issues and anxiety for those employees who will be retained in Adrian rather than offered a position at the new location. Further, the Company remains sensitive to the Ohio employees who may be affected by the Company's jobs retention and job transfer decisions. The timing and nature of any communications must originate and be controlled by the Company. Because of these HR considerations, the Company believes the release of this information could have a negative impact on the Company's overall productivity.

PART II – PROJECT DESCRIPTION (Item 4):

The project timeline is critical and time sensitive. Any public disclosure of this timeline will provide the Company's stakeholders with information that could negatively influence the Company's overall profitability and productivity. For example, potential subcontractors bidding on the project "build out" could advantageously use this information in the bidding process as well as invoicing for services rendered to the Company once under contract increasing the Company's overall cost of the project.

**Masco Cabinetry
MEGA Application
Request for Confidentiality
Form Exhibit
March 8, 2010**

PART II – PROJECT DESCRIPTION (Item 5):

The additional project considerations identified in Item 5 provides specific information for some of the Company's brand names and the importance of these brand names to the Company's project and future plans. Information relating to other brands not included or referenced in this section could be negatively construed by employees, customers, and vendors and could be exploited by the Company's competition.

PART II – ESTIMATED EMPLOYMENT & CREATION FORM:

The job retention and creation information delineates specific labor information such as; (1) job classifications and related headcount, (2) average wage rates per job classification, and (3) average health care costs contributed by the Company. This information, if publically disclosed will have significant negative consequences to retained and new employees whereby they will have a benchmark with both, internal job comparisons as well as potential external job opportunities. Since this information is averaged, it will create significant confusion to the employees if released.

Further, the Company will be negatively impacted if the Company's competitors were divulged this information. The information would provide the Company's competitors with wage rate structures revealing the Company's cost structure and therefore potentially escalating pricing competition. Also, the Company's competition would be in the position to engage in a talent war, offering the Company's key employees enhanced compensation packages. This would in tandem cause the following: (1) the potential loss of key employees and (2) an increased cost structure due to higher wages necessary to maintain key employees thus causing a loss in profitability.

PART II – PROJECT BUDGET FORM:

The Company's policy is not to release site specific financial information to the public. The financial information detailing the likely building costs, renovations, and operations of the facility are to remain private and confidential. The potential negative impact to the Company if this financial information is disclosed is high. Further, the Company is precluded by SEC reporting requirements in disclosing specific financial information as is contained in Part II – Project Budget of the MEGA Application.

**Masco Cabinetry
MEGA Application
Request for Confidentiality
Form Exhibit
March 8, 2010**

PART II -- FINANCIAL STATEMENTS:

The Company provided the MEDC with Masco Corporation's (Parent Corporation to applicant) publically disclosed financial information, 2008 and 2009 Form 10K's and Annual Reports. While the Company concurs this information cannot be subject to any confidentiality agreement with the State of Michigan, the Company (and Masco Corporation) requests *all other financial information included in the application*, other than the specifically aforementioned Form 10K's and Annual Reports, should be included in the Company's confidentiality request. The detailed financial information throughout the application; project costs, headcount, wages, and healthcare costs is confidential and protected from having to be disclosed by SEC reporting rules.

PART II -- CROSS STATE COMPARISON FORM:

The information included in the Cross State Comparison form is highly sensitive information that could negatively impact the Company's relationship with the State of Ohio as well as other stakeholders. The Company has and will continue to have substantive business operations in the State of Ohio, and any information regarding this project and future business and financial forecasts that would be disclosed publically would negatively impact employee, government, customer, vendor and other stakeholder relationships.

Further, any narratives contained in the Cross State Comparison Form or the MEGA Application Form explaining the business case for the project could lead stakeholders to conclude, incorrectly, that future business relationships with the Company may be challenged. The stakeholder relationships are important to the Company and will be critical in making the project's site selection and implementation process successful.

MEGA TAX CREDIT AGREEMENT: Standard and Retention Credit

Masco Cabinetry Company

This Agreement is between the Michigan Economic Growth Authority (MEGA) and Masco Cabinetry Company a Delaware Corporation. As used in this Agreement, the Michigan Economic Growth Authority and Masco Cabinetry Company are sometimes referred to individually as a "Party" and collectively as "Parties".

The Michigan Economic Growth Authority Act, 1995 PA 24, as amended, created the MEGA with the power to provide tax credits to businesses involved in manufacturing, mining, research and development, wholesale and trade, office operations, qualified high-technology business, film and digital media production, or certain tourism attractions;

The Michigan Legislature determined that it is in the public interest to promote economic growth and to encourage private investment, job creation and job upgrading for Michigan residents;

The MEGA determined that providing tax credits to the Company for job creation will promote and serve the intended purposes of and conform with the Act; and

The MEGA and the Company desire to set forth the terms and conditions of the tax credits that the MEGA authorized for the Company by Resolution dated March 16, 2010.

The parties, therefore, agree as follows:

1.0 DEFINITIONS

(a) "Act" means the Michigan Economic Growth Authority Act, 1995 PA 24, as amended as of the date this MEGA Tax Credit is awarded.

(b) "Agreement" means this written agreement.

(c) "Application" means any information submitted to the MEGA in support of the Company's request for MEGA Tax Credit.

(d) "Average Weekly Wage" means the total Salaries and Wages paid during the applicable Tax Year to employees performing Qualified New Jobs, divided by 52, divided by the number of Qualified New Jobs.

(e) "Base Employment Level" means the minimum number of Full-time Jobs to be maintained by the Company in Michigan, as specified in Schedule A of this Agreement.

(f) "Business" means a proprietorship, joint venture, partnership, limited liability partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, limited liability company, or any other organization.

(g) "Certificate Application" means the written information submitted each Tax Year in support of the Company's request for a Tax Credit Certificate that complies with Section 7.0 of this Agreement.

(h) "Company" means Masco Cabinetry Company, with the federal employer identification number [REDACTED] As of the Effective Date, Company is an authorized business under the Act.

(i) "Effective Date" means May 14, 2010.

(j) "Employer-paid Health Care Benefits" means all costs paid for a self-funded health care benefit plan or for an expense-incurred hospital, medical or surgical policy or certificate, nonprofit health care corporation certificate, or health maintenance organization contract. "Employer-paid Health Care Benefits" do not include accident-only, credit, dental, or disability income insurance; long-term care insurance; coverage issued as a supplement to liability insurance; coverage only for a specified disease or illness; worker's compensation or similar insurance; or automobile medical payment insurance.

(k) "Facility" means the Company's location in Michigan identified in Section 2.0(b)(5) at which the Company will create Qualified New Jobs.

(l) "Full-time Job" means a job performed by an individual who is employed for consideration for at least 35 hours of work each week and for whom the Company, an Associated Business, Affiliated Business, Subsidiary Business, an employee leasing company or a professional employer organization on behalf of the Company or other entity authorized under the Act, withholds income and social security taxes. In this Agreement, "Associated Business", "Affiliated Business", and "Subsidiary Business" shall have the same meaning as defined in the Act.

(m) "MEGA" means the Michigan Economic Growth Authority created by the Act.

(n) "MEGA Tax Credit" means a credit against the Michigan Business Tax authorized by Section 431 of Public Act 36 of 2007, as amended.

(o) "New Capital Investment" means the Company's investment in the facility, through construction, acquisition, transfer, purchase, contract or any other method approved by the MEGA equal to at least \$50,000 per Retained Job.

(p) "Person" means an individual or business.

(q) "Project" means the project described in Section 2.0(b)(5) of this Agreement.

(r) "Qualified New Job" means a Full-time Job at the Facility held by a Michigan resident and that:

- (1) pays at least 150 percent of the federal minimum wage;
- (2) is in excess of the Base Employment Level as outlined in Schedule A; and
- (3) is created by the Company on or after the Effective Date.

"Qualified New Job" does not include any job transferred to the Facility from: (i) a Michigan location of a Business that is listed on the Application; or (ii) a Michigan location of a Business that, on or after the date of the Application, acquires or otherwise gains control of the Company, is acquired or controlled by the Company, or comes under common control with the Company.

(s) "Retained Job" means a Full-time Job maintained at the Facility that pays at least 150 percent of the federal minimum wage.

(t) "Relocation" means the transfer of 51 percent or more of the Qualified New Jobs or 33 percent of the Retained Jobs out of the State of Michigan.

(u) "Salaries and Wages" means wages, tips and other compensation reporting in Box 1 of an employee's W-2 form.

(v) "Tax Credit Certificate" means the certificate required to be issued by 2007 PA 36, as amended, which states that the Company is an authorized business, the amount of the MEGA Tax Credit authorized for a Tax Year, and the Company's federal employer identification number or Michigan Treasury number.

(w) "Tax Year" means the calendar Tax Year, or the fiscal Tax Year ending during the calendar Tax Year, upon the basis of which the MEGA credit is computed. Multiple Michigan Business Tax filings in a calendar Tax Year do not count as multiple Tax Years.

(x) "Term" means the time period beginning with the Effective Date and ending on the last day of the last Tax Year in which the Company is eligible to receive a MEGA Tax Credit under this Agreement.

2.0 REPRESENTATIONS

(a) Representation by the MEGA. The MEGA makes the following representations and warranties as of the Effective Date:

(1) *Existence of Power.* The MEGA is a public body established and acting pursuant to the Act.

(2) *Authority.* The MEGA has the necessary authority under the Act to grant MEGA Tax Credits and has taken all actions necessary to authorize, execute and deliver this Agreement.

(3) *Tax Credit Certificate.* The MEGA will issue the Company's initial Tax Credit Certificate, in the form attached to this Agreement, upon execution of this Agreement.

(b) Representation by the Company. The Company makes the following representations and warranties as of the Effective Date:

(1) *Existence and Power.* The Company validly exists and is in good standing under the laws of the State of Delaware and is qualified to transact business in Michigan.

(2) *Corporate Authority.* The Company's execution, delivery and performance of this Agreement is authorized by all necessary corporate action and will not violate any provisions of law or of the Company's articles of incorporation or bylaws.

(3) *Full Disclosure.* Neither this Agreement nor the Application contain any untrue statement of or omit a material fact.

(4) *Eligibility.* The Company will create Qualified New Jobs in Michigan as generally classified under NAICS code 3371101111.

(5) *Project Description.* The Company will acquire a facility in Washtenaw County in order to house executive oversight, technical research and development resources, as well as all corporate finance, marketing and information technology services. The company believes that the Project is economically sound and affirms that the investment capital or financing needed to complete the Project is

now committed or soon will be available to the Company. As of March 16, 2010, the Project has not begun.

(6) *Job Creation.* The Project will result in the creation of at least 50 Qualified New Jobs, as required under the Act. Should the Company not create and maintain at least 250 Qualified New Jobs by the end of the seventh Tax Credit year, the remaining Tax Credit years shall be forfeited. The Qualified New Jobs shall pay an Average Weekly Wage of at least \$1,300 and at no time will the wages paid for each of these Qualified New Jobs be less than 150 percent of the federal minimum wage in effect during the Tax Year in which the MEGA Tax Credit is sought.

(7) *Need for MEGA Tax Credits.* The MEGA Tax Credits authorized by the MEGA address the competitive disadvantages of expanding in Michigan instead of a site outside of Michigan.

(8) *Certification.* The Company made the certifications required by Section 8(3)(f) of the Act, which are attached to the Agreement as Schedule B.

3.0 MEGA TAX CREDIT

The MEGA authorized the MEGA Tax Credit described in this Agreement for the Company, subject to the conditions specified in Section 4.0 of this Agreement and the Company's compliance with this Agreement.

(a) MEGA Tax Credit for Qualified New Jobs. The MEGA Tax Credit shall be equal to 100 percent of the Michigan personal income tax rate, as it exists at the beginning of the Company's Tax Year for which the credit is sought, multiplied by the total Salaries and Wages and Employer-paid Health Care Benefits, of employees performing Qualified New Jobs. The MEGA Tax Credit is authorized for ten consecutive Tax Years beginning with the Company Tax Year ending December 31, 2011 and ending no later than December 31, 2020, except as provided under Section 3.0(b).

(1) No more than 250 Qualified New Jobs may be used in calculating the MEGA Tax Credit, as provided in Section 431 of 2007 PA 36; and

(2) The maximum amount of total Salaries and Wages that may be used in a single Tax Year in calculating the MEGA Tax Credit for any one Qualified New Job is \$250,000.

(b) Advancing the Scheduled Years of the Credit. The Company may elect to begin the MEGA Tax Credit described in Sections 3.0(a) and (c) in its Tax Year ending December 31, 2010. If the Company elects to advance the MEGA Tax Credit as provided in this Section, the last Tax Year in which the Company may receive the MEGA Tax Credit will be December 31, 2019.

(c) MEGA Tax Credit for Retained Jobs. The MEGA Tax Credit shall be up to 100 percent of the State's personal income tax rate, as it exists at the beginning of the Company's Tax Year for which the credit is sought, multiplied by the sum of the Salaries and Wages and Employer-paid Health Care Benefits, before deducting any personal or dependent exemptions, of employees performing Retained Jobs, multiplied by a fraction, the numerator is the New Capital Investment during the Tax Year for which the credit is sought and the denominator is the number of Retained Jobs multiplied by \$50,000. The MEGA Tax Credit is authorized for ten consecutive Tax Years, beginning no later than the Company's Tax Year ending December 31, 2011, except as provided under Section 3(b).

(1) No more than 206 Retained Jobs may be used in calculating the MEGA Tax Credit, as provided in Section 431 of 2007 PA 36.

(2) To be eligible for maximum Tax Credit for Retained Jobs of 100 percent, the Company must invest \$100,000 per Retained Job.

(3) The maximum amount of Salaries and Wages that may be used in a Single Tax Year in calculating the MEGA Tax Credit for any one Retained Job is \$250,000.

4.0 CONDITIONS OF THE MEGA TAX CREDIT

(a) *Eligibility for Qualified New Jobs.* The Company shall not be eligible for the MEGA Tax Credit described in Section 3.0 of this Agreement unless:

(1) The Company creates at least 50 Qualified New Jobs, as required under the Act. Should the Company not create and maintain at least 250 Qualified New Jobs by the end of the seventh Tax year, the remaining Tax Credit years shall be forfeited;

(2) The Average Weekly Wage paid to employees performing Qualified New Jobs is at least \$1,300;

(3) The Company maintained the minimum Base Employment Level provided on Schedule A;

(4) The Company pays administrative fee described in Section 4.0(c);

(5) The Company obtains a Tax Credit Certificate, as provided in Section 5.0;

(b) *Administrative Fee.* The Company shall pay a one-time administrative fee of \$33,025 upon submission of its first Certificate Application.

(c) *Eligibility for MEGA Tax Credit for Retained Jobs.* The Company shall not be eligible for the MEGA Tax Credit described in Section 3.0(c) of this Agreement unless:

(1) The Company retained at least 50 Retained Jobs, as required under the Act;

(2) The Average Weekly Wage paid to employees performing a Retained Job is at least \$1,120;

(3) The Company agrees, as part of its certification to use best efforts to maintain jobs in Michigan when making plant location and closing decisions, to meet annually with a Michigan Economic Development Corporation representative and to disclose its base employment numbers at all facilities when submitting its annual tax credit certificate application;

(4) The Company invested in the Facility, through construction, acquisition, transfer, purchase or contract, at least \$50,000 per Retained Job;

(5) The Company invests in the Facility, through the construction, acquisition, transfer, purchase, contract or other method approved by the MEGA, at least \$2,500,000 on or before December 31, 2011;

(d) *Administrative Fee.* The Company shall pay a one-time administrative fee of \$23,990 upon submission of its first Certificate Application.

(1) The Company obtains Tax Credit, as provided in Section 5.0;

(e) *Eligibility for MEGA Tax Credit for Qualified New Jobs and Retained Jobs Tax Credit:*

(1) Ann Arbor Township approves a tax abatement for new property related to the Project;
and

(2) The Company participates in a MEGA technical assistance meeting with representatives of the MEDC, at a mutually agreed upon time, unless waived by the MEDC.

5.0 TAX CREDIT CERTIFICATE

(a) To obtain a Tax Credit Certificate in connection with the MEGA Tax Credit for Qualified New Jobs described in this Agreement, the Company shall:

(1) Achieve and maintain the minimum number of Qualified New Jobs, as required by Schedule A of this Agreement, for the applicable Tax Year.

To compute the number of Qualified New Jobs in any Tax Year, except the first Tax Year of the credit, as determined by Section 3.0 and Schedule A, the Company shall determine the number of Qualified New Jobs as of the last day of each of the four quarters of the applicable Tax Year, total the results for the four quarters, and divide the sum by four.

To compute the number of Qualified New Jobs for the first Tax Year of the credit, as determined by Section 3.0 and Schedule A, the Company shall determine the number of Qualified New Jobs as of the last day of each quarter of that Tax Year and, beginning with the first quarter in which there are at least 50 Qualified New Jobs, compute the average number of Qualified New Jobs over the remaining quarters for the Tax Year.

(2) Pay at least the Average Weekly Wage provided in Section 4.0(a)(2) to employees in Qualified New Jobs. The Company may utilize an annualized method of calculating the Average Weekly Wage during the initial or second year of the Tax Credit if there is significant hiring occurring at the Project, as determined by MEGA, which would negatively impact the standard Average Weekly Wage calculation. The Company must receive approval from MEGA in order to utilize the annualized method in a Tax Year;

(3) Pay each employee working in Qualified New Jobs a wage equal to or greater than 150 percent of the federal minimum wage in effect for the applicable Tax Year;

(4) Maintain the Base Employment Level stated on Schedule A. To compute the Base Employment Level in any year, the Company shall determine the Base Employment Level as of the last day of each of the four quarters of the applicable year, total the results for the four quarters, and divide the sum by four;

(5) When calculating the Salaries and Wages in the first Tax Year of the credit, the Company may include all Salaries and Wages paid to Qualified New Jobs in that Tax Year;

(6) To obtain a Tax Credit Certificate in connection with the MEGA Tax Credit for Retained Jobs described in this Agreement, the Company shall:

(7) Provide a Certificate Application to the MEGA that satisfies the requirements of Section 7.0 of this Agreement;

(b) Retain the minimum number of Retained Jobs, as set forth in Schedule A of this Agreement, for the applicable Tax Year;

To compute the number of Retain Jobs in any Tax Year, except the first Tax Year of the credit, as determined in Section 3.0 and Schedule A, the Company shall determine the number of Retained Jobs as of the last day of each of the four quarters of the applicable Tax Year, total the results for the four quarters, and divide the sum by four.

(1) Pay at least the Average Weekly Wage provided in Section 4(b)(2) to employees performing Retained Jobs;

(2) Pay each employee working in a Retained Job a wage equal to or greater than 150 percent of the federal minimum wage in effect for the applicable Tax Year; and

(3) Provide a Certificate Application to the MEGA that satisfies the requirements of Section 7.0 of this Agreement.

Provided that the Company satisfied the requirements of Section 4.0, the Company's failure to satisfy the requirements of this Section in any given Tax Year does not preclude the Company from qualifying for and obtaining a MEGA Tax Credit in any other Tax Year during the Term.

6.0 AUDIT AND VERIFICATION

The information provided by the Company in connection with the MEGA Tax Credit is subject to audit and verification by the MEGA or its designee both prior to and after receiving a Tax Credit Certificate. Upon reasonable advance notice to the Company by the MEGA, the Company shall permit the MEGA or its designee, at the MEGA's sole expense and during normal business hours, to inspect the Company's files solely for the purpose of verifying eligibility for the MEGA Tax Credits authorized for the Company. The files subject to inspection include, but are not limited to, those relevant to wage and hour records, Employer-paid Health Care Benefits records, job classification, job assignments and employment histories. To the extent permitted under Section 5(3) of the Act, the Company may request confidential treatment of its financial or proprietary information retained by the MEGA in the course of its inspection.

7.0 ANNUAL CERTIFICATE APPLICATION

(a) For each Tax Year in which the Company seeks a MEGA Tax Credit under this Agreement, the Company shall complete a Certificate Application.

(b) The Company shall file the Certificate Application with the MEGA at least 90 days prior to the day the Company's Michigan Business Tax return is due to the Michigan Department of Treasury. If the Michigan Department of Treasury grants the Company an extension of the deadline to file its Michigan Business Tax Return for the applicable Tax Year, the Company shall notify the MEGA of the extension and the Certificate Application must be filed with the MEGA at least 90 days prior to the extended deadline.

(c) The form of the Certificate Application shall be as specified by the MEGA. The Certificate Application must contain the following information:

(1) The number of Qualified New Jobs as of the end of each of the four quarters in the applicable Tax Year, as determined by the MEGA;

(2) The number of Retained Jobs as of the end of each of the four quarters in the applicable Tax Year;

(3) The number of Full-time Jobs at all of the Company's locations in Michigan, excluding the Qualified New Jobs for which the Company is seeking the MEGA Tax Credit, as of the end of each of the four quarters in the applicable Tax Year;

(4) The total Salaries and Wages paid to and Employer-paid Health Care Benefits provided to employees who performed Qualified New Jobs during the applicable Tax Year by quarter unless an annualization method has been determined by the MEGA;

(5) A certification by an authorized officer of the Company that the information provided in the Certificate Application is accurate;

(6) The total capital investment related to the Project for the applicable Tax Year; and

(7) Any other information reasonably related to determining the MEGA Tax Credit.

(d) Within 90 days of its receipt of the Certificate Application, the MEGA shall determine whether the requirements of this Agreement and the Act have been met and if so, will calculate the amount of the MEGA Tax Credit and issue a Tax Credit Certificate to the Company.

(e) For each Tax Year during the Term, the Company must submit a completed Certificate Application even if the requirements described in Section 5.0 are not satisfied for that Tax Year. If the Company does not satisfy the requirements in Section 5.0 for a particular Tax Year, the MEGA will not issue a Tax Credit Certificate for that Tax Year and one Tax Year of the MEGA Tax Credit is forfeited. The Company, however, will continue to be eligible for the MEGA Tax Credit in any remaining Tax Years of the Term in which the requirements of Section 5.0 are met subject to Section 8.0(a).

(f) The Company shall not use Social Security Numbers for documentation purposes at any time. Documents containing Social Security Numbers may not be used to satisfy any of the reporting requirements contained in this Agreement and the MEDC will destroy any documents provided by the Company that contain Social Security Numbers.

8.0 ADJUSTMENT, REDUCTION OR TERMINATION OF CREDITS

(a) If the Company does not satisfy the conditions described in Section 4.0 for either the Qualified New Jobs portion or the Retention portion or both by December 31, 2013, this Agreement is void, the Company no longer qualifies as an authorized business, and no MEGA Tax Credits are, or will be, authorized under this Agreement.

(b) The Company's failure to comply with any provision of this Agreement, other than as a result of a clerical or technical error which is corrected upon its discovery, may result in revocation of the Company's designation as an authorized business or in the reduction or loss of any MEGA Tax Credits for which a Tax Credit Certificate has not been issued.

(c) A MEGA Tax Credit is subject to adjustment in any Tax Year following the Tax Year in which a Tax Credit Certificate is issued if the MEGA finds that the information on which the Tax Credit Certificate was based was incorrect or cannot be verified.

(d) If the MEGA determines that the Company misrepresented information in order to qualify for, or increase the amount of, a MEGA Tax Credit, the MEGA may revoke the Company's designation as an authorized business and shall notify the Michigan Department of Treasury of the revocation. The State of Michigan may require repayment of any MEGA Tax Credits received by the Company, plus a ten percent penalty, as a result of a misrepresentation.

(e) If the MEGA determines that the Company is not in compliance with any Department of the State of Michigan including, but not limited to, Department of Energy, Labor, and Economic Growth, Department of Natural Resources and Environment, or the Department of Treasury, the MEGA may withhold the Tax Credit Certificate until the issue is resolved or until the MEGA is satisfied that the Company has taken the appropriate steps to resolve the issue.

(f) Prior to taking any adverse action against the Company under this Section, the MEGA shall provide the Company with written notice of its intended action and the basis for that action. The Company shall have a reasonable opportunity to respond, as identified in the notice.

9.0 REPAYMENT PROVISIONS

Should a Relocation occur, the following shall apply:

(a) If the Relocation occurs on or before the end of the fourth year from the year in which the Company may first receive a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the Company shall repay 100 percent of the total amount of the MEGA Tax Credit received;

(b) If the Relocation occurs after the end of the fourth year and on or before the end of the tenth year from the year in which the Company may first receive a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the Company shall repay up to 50 percent of the total amount of the MEGA Tax Credit received;

(c) If the Relocation occurs within 12 months after the end of the tenth year from the year in which the Company may first receive a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the Company shall repay up to 50 percent of the total amount of the MEGA Tax Credit received.

This Section shall survive the termination of this Agreement.

10.0 MISCELLANEOUS

(a) *Reporting.* The Company shall provide the MEGA with information regarding its MEGA Tax Credit as the MEGA may reasonably require.

(b) *Assignment of MEGA Tax Credit.* The MEGA Tax Credit described in this Agreement shall not be transferred or assigned provided, however, that in the event of a merger a Person acquires all or substantially all of the assets or stock of the Company in Michigan after the Effective Date, the MEGA shall authorize the transfer of the Company's rights under this Agreement to that Person if:

(1) The Person agrees in writing to assume all of the duties and responsibilities of the Company under this Agreement; and

(2) The MEGA determines that the transfer is consistent with and will serve the purposes of the Act.

(c) *Severability.* If any clause, provision, or section of this Agreement is held invalid by any court, the invalidity of that clause, provision, or section shall not affect the remaining clauses, provisions, or sections of this Agreement and this Agreement shall be construed and enforced as if such invalid clause, provision, or section had not been contained in this Agreement.

(d) *Notices.* All notices or other communications provided in connection with this Agreement shall be deemed received when delivered, if delivered by registered or certified mail, postage prepaid, return receipt requested, or by messenger or professional courier service, addressed as follows:

TO MEGA: Michigan Economic Development Corporation
Michigan Economic Growth Authority
300 North Washington Square
Lansing, Michigan 48913
ATTN: MEGA Board Secretary
E-mail address: mega-admin@michigan.org

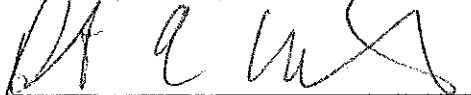
TO Company: Masco Cabinetry Company
21001 Van Born Road
Taylor, Michigan 48180
ATTN: Lawrence Leaman, Vice President
E-mail address: lawrence_leaman@mascohq.com

(e) *Entire Agreement and Amendment.* Subject to the Act, this Agreement including the attached Schedules, is the entire agreement between the Parties with respect to the subject matter described herein and supersedes any previous agreements. This Agreement may not be amended without the written consent of the Parties.

(f) *Captions.* The captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(g) *Interpretation.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

MICHIGAN ECONOMIC GROWTH AUTHORITY



Peter Anastor, Secretary

Masco Cabinetry Company



Lawrence Leaman, Vice President

Masco Cabinetry Company
Schedule A
Minimum Employment and Wage Levels to Qualify for the MEGA Standard Tax Credit

<u>Year of Credit</u>	<u>Company's Tax Year Ending December 31, 2011</u>	<u>Minimum # of Qualified New Jobs Created/Maintained</u>	<u>Minimum Average Weekly Wage</u>	<u>Minimum Base Employment Level</u>
1	2011*	50	\$1,300	1272
2	2012	50	\$1,300	1272
3	2013	50	\$1,300	1272
4	2014	50	\$1,300	1272
5	2015	50	\$1,300	1272
6	2016	50	\$1,300	1272
7	2017	50	\$1,300	1272
8	2018	50	\$1,300	1272
9	2019	50	\$1,300	1272
10	2020	50	\$1,300	1272

*Should the Company elect to advance the scheduled Tax Years of the MEGA Tax Credit, as permitted under Section 3.0(b) of the Agreement, the Company's Year Ending Tax Years listed on this table shall be considered advanced, accordingly.

Minimum Employment and Wage Levels to Qualify for the MEGA Retention Tax Credit

<u>Year of Credit</u>	<u>Company's Year Tax Ending December 31, 2011</u>	<u>Minimum # of Retained Jobs Per Year</u>	<u>Minimum Average Weekly Wage</u>	<u>Minimum Statewide Retention Base*</u>
1	2011*	50	\$1,120	890
2	2012	50	\$1,120	890
3	2013	50	\$1,120	890
4	2014	50	\$1,120	890
5	2015	50	\$1,120	890
6	2016	50	\$1,120	890
7	2017	50	\$1,120	890
8	2018	50	\$1,120	890
9	2019	50	\$1,120	890
10	2020	50	\$1,120	890

**Must be maintained in each year or the Retention Credit is forfeited for that year.*

*Should the Company elect to advance the scheduled Tax Years of the MEGA Tax Credit, as permitted under Section 3.0(b) of the Agreement, the Company's Year Ending Tax Years listed on this table shall be considered advanced, accordingly.

**Masco Cabinetry Company
Schedule B**

Masco Cabinetry Company certifies that:

(1) It will follow a competitive bid process, open to all Michigan residents and firms, for the construction, rehabilitation, development or renovation of the Facility, and that it will not discriminate against any contractor on the basis of its affiliation or non-affiliation with any collective bargaining organization.

(2) It will make a good faith effort to employ, if qualified, Michigan residents at the Facility.

(3) It will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop or renovate the Facility.

(4) It is encouraged to a make good faith effort to utilize Michigan-based suppliers and vendors when purchasing goods and services.

(5) Without the MEGA Tax Credits and the capital investment described in the Agreement, the Facility is at risk of closing and the work and jobs would be removed to a location outside of the state of Michigan.

(6) Its management or ownership is committed to improving the long-term viability of the Facility in meeting the national and international competition through better management techniques; best practices, including, but not limited to, state of the art lean manufacturing practices; and market diversification.

(7) It will make best efforts to keep jobs in Michigan when making location and closing decisions.

(8) The Facility's workforce demonstrates its commitment to improving productivity and profitability at the Facility through various means.

Certified on May 13, 2010



Lawrence Leaman

Vice President – Masco Cabinetry Company

Certificate Number
00-630-10

*Initial Tax Credit Certificate
Masco Cabinetry Company*

Issued this 17 date of May, 2010, by the

Michigan Economic Growth Authority

To Masco Cabinetry Company, Employer Identification Number [REDACTED] an Authorized Business pursuant to Public Act 24 of 1995, as amended.

The MEGA Authorizes to Masco Cabinetry Company a MEGA Tax Credit for Qualified New Jobs of 100 percent for ten consecutive Tax Years, beginning with the Company's Tax Year ending on December 31, 2011, under Section 431 of Public Act 36 of 2007.

The MEGA authorizes to Masco Cabinetry Company a MEGA Tax Credit for Retained Jobs of up to 100 percent for ten consecutive Tax Years, beginning with the Company's Tax Year ending on December 31, 2011, under Section 431 of Public Act 36 of 2007.

The Michigan Legislature encourages recipients of MEGA Tax Credits to make a good faith effort to use Michigan-based suppliers and vendors when purchasing goods and services.

By: _____

Peter Anastor

Secretary of the MEGA Board