FIRST AMENDMENT TO FEE-IN-LIEU OF AD VALOREM TAXES AGREEMENT

This First Amendment to Fee-in-Lieu of Ad Valorem Taxes Agreement ("First Amendment") is effective November [ ], 2012, among Greenville County, South Carolina ("County"), a body politic and corporate and political subdivision of the State of South Carolina, and Drive Automotive Industries of America, Inc., a Delaware corporation, as Sponsor, and with MID Realty Holdings, L.L.C., a Delaware limited liability company, as sponsor affiliate, (collectively, "Company").

WHEREAS, each capitalized term not defined in this First Amendment has the meaning as provided in the Fee-in-Lieu of *Ad Valorem* Taxes Agreement dated as of January 1, 2004 between the Company and the County ("Fee Agreement"), and if not provided in the Fee Agreement, as provided in Title 12, Chapter 44 of the Code of Laws of South Carolina 1976, as amended ("Act");

WHEREAS, the County is authorized by Section 12-44-30(21) of the Act to extend the term of a fee agreement for a period of up to ten years if (i) a sponsor requests an extension prior to the termination date of the fee agreement and (ii) the County finds that an extension to the term of the fee agreement would provide a substantial public benefit;

WHEREAS, the County (i) finds that the Fee Agreement has not terminated and (ii) determines that, because of the substantial investment by the Company in the County pursuant to the Fee Agreement and the potential for further investment by the Company in the County, an extension of the Fee Agreement for a period of ten years would provide a substantial public benefit;

WHEREAS, the County and the Company now desire to enter into this First Amendment and extend the term of the Fee Agreement for a period of ten years.

NOW, THEREFORE, in consideration of the mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt of which the County and Company each acknowledge, the County and the Company agree as follows:

1. <u>Fee Term Extension</u>. The County and the Company amend the Fee Agreement to reflect an extension of the Fee Term by a period of ten years. By this First Amendment, each Phase Termination Date is now the day 30 years after the last day of the property tax year in which each Phase of the Project became subject to the terms of the Fee Agreement. All references in the Fee Agreement regarding the 20-year term thereof shall now be deemed to refer to a 30-year term.

2. <u>Remainder of Fee Agreement</u>. Except as described in this Section 1 above, the Fee Agreement remains unchanged and in full force.

3. <u>Counterparts</u>. This First Amendment may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

[TWO SIGNATURE PAGES FOLLOW]
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IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and its County Administrator and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

GREENVILLE COUNTY, SOUTH CAROLINA

_____
Chairman of County Council
Greenville County, South Carolina

_____
County Administrator
Greenville County, South Carolina

ATTEST:

_____
Clerk to County Council
Greenville County, South Carolina

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this First Amendment to be executed in its name and on its behalf by the Chairman of County Council and its County Administrator and to be attested by the Clerk to County Council; and the Company has caused this First Amendment to be executed by its duly authorized officer, all as of the day and year first above written.

DRIVE AUTOMOTIVE INDUSTRIES OF AMERICA, INC.

_____

BY:
ITS:

MID REALTY HOLDINGS, L.L.C.

_____

BY:
ITS: