

**THIRD AMENDMENT TO FEE AGREEMENT**

**THIS THIRD AMENDMENT TO FEE AGREEMENT** (this “Third Amendment”) is made and entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013 (the “Effective Date”) by and between **GREENVILLE COUNTY, SOUTH CAROLINA**, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council as the governing body of said County and **MILLIKEN & COMPANY**, a Delaware corporation (“Milliken”) and **MILMER, INC.**, a wholly-owned subsidiary of Milliken (“Milmer”). Milliken and Milmer are sometimes referred to herein individually and collectively, as the case may be, as the “Company”.

**W I T N E S E T H:**

WHEREAS, the County and the Company are parties to that certain Fee Agreement dated as of December 1, 2006, as amended by that certain First Amendment to Fee Agreement dated March 18, 2008, and as amended by that certain Second Amendment to Fee Agreement dated November 15, 2011 (as amended, the “Fee Agreement”);

WHEREAS, the County and the Company desire to amend and modify the Fee Agreement as more particularly set forth herein;

WHEREAS, the County adopted a resolution on \_\_\_\_\_, 2013 which approved and authorized the execution of this Third Amendment;

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, the County and the Company hereby agree as follows:

1. Extension of Project Period. The Project Period is hereby extended for a period of three (3) years and shall now expire on December 31, 2016. To reflect such change, in the definition of the term “Threshold Date” set forth in Article I of the Fee Agreement, the date “December 31, 2011” (which was amended in the Second Amendment to Fee Agreement to be December 31, 2013) is hereby deleted and the date “December 31, 2016” is hereby substituted in lieu thereof.

2. Adjustment to Minimum Investment Timetable. Notwithstanding any of the terms and conditions set forth in the Fee Agreement, the County and Company hereby agree that the Minimum Investment for the period January 1, 2007 through December 31, 2011 is \$2,500,000, such that the Company must invest at least \$2,500,000 in the Project during the first five (5) years of the Project Period. Additionally, the Company and County hereby agree that the total Minimum Investment for the entire 10-year Project Period (as extended in Section 1 above) is \$10,000,000.

3. No Other Modification. Except as expressly modified herein, the Fee Agreement shall remain unmodified and of full force and effect.

4. Transfers, Successors and Assigns. This Third Amendment shall inure to the benefit of and be binding upon the County, the Company and their respective transfers, successors and assigns.

5. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Fee Agreement.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, GREENVILLE COUNTY, SOUTH CAROLINA, MILLIKEN & COMPANY and MILMER, INC., each pursuant to due authority, have duly executed this Third Amendment to Fee Agreement, all as of the date first above written.

**COUNTY COUNCIL OF GREENVILLE  
COUNTY, SOUTH CAROLINA**

**(SEAL)**

By: \_\_\_\_\_  
Chairman, County Council of Greenville  
County

By: \_\_\_\_\_  
County Administrator, County Council  
of Greenville County

**ATTEST:**

\_\_\_\_\_  
Clerk of Greenville County Council

**MILLIKEN & COMPANY**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**MILMER, INC.**

By: \_\_\_\_\_  
Its: \_\_\_\_\_