

WHEREAS, the laws of the State of South Carolina allow an extension of the Project Period for up to five additional years prior to the expiration of the initial five-year period in which to add further and additional investment to a project; and

WHEREAS, during the extension, the Company intends to provide additional: (a) investment in the Project in an amount of at least \$3,000,000, and (b) job creation of at least 50 new, full-time jobs, and has requested that the County provide certain economic development incentives to the Company by amending the Agreements to authorize the Sponsor Affiliates, authorize the additional investment and extend the Project Period; and

WHEREAS, the County and the Company now desire to amend the Agreements to memorialize the addition of the Sponsor Affiliates and the grant of the Extension.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Company agree as follows:

1. Certification of Sponsor Investment and Job Creation. On or before April 30, 2010, the Sponsor shall certify to the County, as of December 31, 2009, the actual level of investment and job creation that the Sponsor has reached with respect to the Project (collectively, "Current Project Achievement").
2. Addition of Sponsor Affiliates. The Agreements are amended to provide for the inclusion of LMNAH, MLA, MT and MTH, each as a Sponsor Affiliate, as defined and provided for under the Act.
3. Extension of the Project Period. The Project Period, under Section 1.1 of the Fee Agreement and Sections 3.4(e) and (f) of the Inducement Agreement, shall be extended until December 31, 2014, pursuant to Section 12-44-30(13) of the Act, and all other sections of the Agreements shall be revised to allow for such five-year extension of the Project Period.
4. Increase in Minimum Investment and Job Creation Requirements. The Minimum Investment and Job Creation commitments, under Section 3.5 of the Fee Agreement and Section 1.1(b) of the Inducement Agreement, shall be increased by \$3,000,000 and 50 jobs, respectively, above the Current Project Achievement, less any investment that has been placed in service and jobs that have been created in the Expanded Project by any Sponsor Affiliate from January 1, 2009, through December 31, 2009; all other sections of the Agreements shall be revised to require such increased investment and job creation requirements.
5. Remainder of Agreements. Except as described in Sections 2 through 4 of this Amendment, the Agreements remain unchanged and in full force.
6. Severability. If any term, provision, or any portion of this Amendment shall to any extent and for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment shall not be affected thereby and shall nevertheless remain in full force and effect, and each term and/or provision of this Amendment shall be valid and enforceable to the fullest extent permitted by the law.
7. Counterparts. The parties may execute this Amendment in counterparts, each of which is an original and all of which, together, constitutes one and the same Amendment.

IN WITNESS WHEREOF, Fairfield County, South Carolina, has executed this Amendment by causing its name to be hereunto subscribed by the Chairman of the County Council for the County and attested by the Clerk to the County Council, and the Sponsor and each Sponsor Affiliate has executed this Amendment by causing its corporate name to be hereunto subscribed by its authorized representative, all being done as of the day and year first written above.

FAIRFIELD COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Russell David Brown, Chairman of County Council  
Fairfield County, South Carolina

(SEAL)  
ATTEST:

\_\_\_\_\_  
Shryll M. Brown, Clerk to County Council  
Fairfield County, South Carolina

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

\_\_\_\_\_  
(Witness #1)

\_\_\_\_\_  
(Witness #2)

SPONSOR:  
LANG MEKRA NORTH AMERICA, LLC

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

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

SPONSOR AFFILIATE:  
LANG-MEKRA NORTH AMERICA HOLDINGS,  
INC.

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

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

SPONSOR AFFILIATE:  
MOLLER-LANG AUTOMOTIVE, LLC

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

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

SPONSOR AFFILIATE:  
MOLLERTECH, LLC

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

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

SPONSOR AFFILIATE:  
MOLLERTECH HOLDINGS, INC.

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

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

**EXHIBIT A**  
**Inducement Agreement and Millage Rate Agreement**  
**Dated as of December 30, 2004**

(a) In the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(b) A provision requiring the Company to make payments in lieu of paying taxes pursuant to Section 12-44-30 *et seq.* of the Act ("FILOT Payments"), and such payments shall continue for a period of twenty (20) years. The amount of such FILOT Payments shall be determined by using an assessment ratio of 6.0 percent, a millage rate of 283.2 mills (which millage rate shall remain applicable throughout the term of the Fee Agreement), and the fair market value of the property that is part of the Project (the "Project Property") to be determined according to the Act (the "Fair Market Value").

(c) That any property which is placed in service as a replacement for Project Property exempted from property tax under the Fee Agreement becomes itself Project Property exempted from property tax subject to the FILOT Payments to the furthest extent allowed under the Act.

(d) That any Project Property may be disposed or scrapped in accordance with the Act and that the FILOT Payments shall be reduced by the amount applicable to the disposed or scrapped property to the furthest extent allowed under the Act.

(e) That the Company will pay reasonable attorney's fees and costs incurred by the County with regard to this Agreement and any related resolution, the Fee Agreement, and an ordinance authorizing the Fee Agreement.

(f) The Company shall receive a credit equal to 25% of each of the Company's respective annual FILOT Payments pursuant to Section 12-44-70 of the Act to assist the Company with the costs of clearing, grading, and soil compaction of, and qualifying infrastructure for, the Project Property (the "Special Source Revenue Credit" or "SSRC").

(g) That the County shall transfer to the Company at no cost approximately 21 acres of land (the "Project Property") in the Park which is adjacent to the existing manufacturing facility and is located within the County for the Project.

(h) That the County shall, to the extent permitted by law, waive all building and construction permit fees, and shall use its best efforts to assist the Company in securing all other state, county and local construction, environmental and other permits, approvals and consents which may be necessary or desirable in connection with the Project on a timely basis.

(i) That, as more fully set forth in the Fee Agreement, the Company shall reimburse the County for a portion of the County's direct cash outlay for the purchase of the Project Property if and to the extent that the Company fails to invest at least \$10,500,00 and create at least 50 new

(d) The Company has requested the County to assist it (i) through the incentive of a fee in lieu of ad valorem taxes as authorized by Section 12-44-10, *et seq.*, of the Act, (ii) through the transfer by the County to the Company at no cost of approximately 21 acres of land (the "Project Property") in the Park, (iii) through the grant of a 25% special source revenue credit (the "Special Source Revenue Credit" or "SSCR") to the Company, and (iv) through the commitment by the County and Richland County to include the Project in the Park.

(e) The County has given due consideration to the economic development impact of the Project and has found that the Project and the fee in lieu of ad valorem taxes set forth herein are beneficial to the Project; that the Project would benefit the general public welfare of the County by providing service, employment, or other public benefits not otherwise provided locally; that the Project gives rise to no pecuniary liability of the County or a charge against its general credit or taxing power; and, that the purposes to be accomplished by the Project--i.e., economic development, creation of jobs, and addition to the tax base of the County--are proper governmental and public purposes, that the inducement of the location of the Project within the County and the State of South Carolina is of paramount importance, and that the benefits of the Project will be greater than the costs; and, has agreed to effect the execution and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

(f) The County has further determined, after due investigation, that the Project would be aided by the availability of the assistance which the County might render through the incentive of a payment in lieu of ad valorem taxes as authorized by Sections 12-44-10, *et seq.*, of the Act.

## ARTICLE II

### UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. Authorization of Fee Agreement. The County agrees to enter into and execute a fee-in-lieu-of-tax agreement (the "Fee Agreement") and other necessary documents and actions incidental thereto, under and pursuant to the Act. The Fee Agreement will provide for certain additional findings or determinations to be made by the County Council, and also provide for the disposal and/or replacement of property subject to a fee-in-lieu of tax in the Fee Agreement, committed to by this Resolution and to be authorized by an ordinance, on the terms of and subject to the conditions of Section 12-44-10 *et seq.* of the Act.

Section 2.2. Provisions in Fee Agreement. The Fee Agreement will be executed and delivered at such time and upon such mutually acceptable terms as the County and the Company shall agree. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally used in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions: