

Joinder Agreement

Reference is hereby made to that Fee-in-lieu of Ad Valorem Taxes Converting and Replacing the Following Documents: Lease Agreement dated as of December 1, 1994 (filed December 21, 1994), as modified by the following: Amended and Restated Lease Agreement (filed July 16, 1998); Second Amended and Restated Lease Agreement (filed July 13, 1999); Amendment to the Second Amended and Restated Lease Agreement (filed August 7, 2001); between Drive Automotive Industries of America, Inc. (“Sponsor”), Granite REIT America Inc. (formerly known as MID Realty Holdings LLC) (“Granite”), and the County, effective January 1, 2004 (the “Amended Fee Agreement”).

1. Execution of Joinder to Amended Fee Agreement.

The undersigned MGSC001 LLC, a Delaware limited liability company (“MGSC”), and purchaser of all of the real property previously owned by Granite and placed in service as economic development property pursuant to the Amended Fee Agreement, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Amended Fee Agreement with respect to its portion of the Project and (b) acknowledges and agrees that (i) in accordance with Section 3.12 of the Amended Fee Agreement and Section 12-44-120 and Section 12-44-130 of the Fee in Lieu of Tax Act, MGSC has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project and such designation has been consented to by the County pursuant to a Resolution adopted by the County on December 3, 2019, (ii) MGSC qualifies or will qualify as a Sponsor Affiliate under the Amended Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Act with respect to its portion of the Project, and (iii) MGSC shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Amended Fee Agreement with respect to its portion of the Project.

2. Consent to Joinder to Amended Fee Agreement.

In order for this Joinder Agreement to be effective, Sponsor (or its successor in interest) must provide written consent to the addition of MGSC as an additional Sponsor Affiliate under the Amended Fee Agreement as of the date set forth below. Such written consent must be timely delivered and shall not be unreasonably withheld by Sponsor.

3. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Amended Fee Agreement.

4. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

MGSC001 LLC, AS SPONSOR AFFILIATE

Date

By:_____

Name:_____

Its:_____

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

DRIVE AUTOMOTIVE INDUSTRIES OF AMERICA, INC., AS SPONSOR

Date

By:_____

Name:_____

Its:_____

EXHIBIT B

JOINDER AGREEMENT TO
2002 FEE AGREEMENT

Joinder Agreement

Reference is hereby made to that Fee-in-lieu of *Ad Valorem* Taxes and Incentive Agreement effective April 2, 2002 (the “Original Fee Agreement”), between Greenville County, South Carolina (“County”), Drive Automotive Industries of America, Inc. (“Sponsor”), and Granite REIT America Inc. (formerly known as MID Realty Holdings LLC) (“Granite”), as Sponsor Affiliate.

1. Execution of Joinder to Original Fee Agreement.

The undersigned MGSC001 LLC, a Delaware limited liability company (“MGSC”), and purchaser of all of the real property previously owned by Granite and placed in service as economic development property pursuant to the Original Fee Agreement, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Original Fee Agreement with respect to its portion of the Project and (b) acknowledges and agrees that (i) in accordance with Section 3.12 of the Original Fee Agreement and Section 12-44-120 and Section 12-44-130 of the Fee in Lieu of Tax Act, MGSC has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project and such designation has been consented to by the County pursuant to a Resolution adopted by the County on December 3, 2019, (ii) MGSC qualifies or will qualify as a Sponsor Affiliate under the Original Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Act with respect to its portion of the Project, and (iii) MGSC shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Original Fee Agreement with respect to its portion of the Project.

2. Consent to Joinder to Original Fee Agreement.

In order for this Joinder Agreement to be effective, Sponsor (or its successor in interest) must provide written consent to the addition of MGSC as an additional Sponsor Affiliate under the Original Fee Agreement as of the date set forth below. Such written consent must be timely delivered and shall not be unreasonably withheld by Sponsor.

3. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Original Fee Agreement.

4. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

MGSC001 LLC, AS SPONSOR AFFILIATE

Date

By:_____

Name:_____

Its:_____

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Original Fee Agreement effective as of the date set forth above.

DRIVE AUTOMOTIVE INDUSTRIES OF AMERICA, INC., AS SPONSOR

Date

By:_____

Name:_____

Its:_____

EXHIBIT C

**JOINDER AGREEMENT TO
AMENDED 2013 FEE AGREEMENT**

Joinder Agreement

Reference is hereby made to that Fee-in-lieu of *Ad Valorem* Taxes and Incentive Agreement effective September 3, 2013 (the “Original Fee Agreement”), between Greenville County, South Carolina (“County”), Drive Automotive Industries of America, Inc. (“Sponsor”), and Granite REIT America Inc. (formerly known as MI Developments (America) Inc.) (“Granite”), as Sponsor Affiliate, and that First Amendment to Fee Agreement effective November 3, 2015 (the “First Amendment,” and together with the Original Fee Agreement, the “Amended Fee Agreement”), among Greenville County, Sponsor, Granite, and Decostar Industries, Inc., as an additional Sponsor Affiliate.

1. Execution of Joinder to Amended Fee Agreement.

The undersigned MGSC001 LLC, a Delaware limited liability company (“MGSC”), and purchaser of all of the real property previously owned by Granite and placed in service as economic development property pursuant to the Amended Fee Agreement, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Amended Fee Agreement with respect to its portion of the Project and (b) acknowledges and agrees that (i) in accordance with Section 3.13 of the Amended Fee Agreement, MGSC has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project and such designation has been consented to by the County pursuant to a Resolution adopted by the County on December 3, 2019, (ii) MGSC qualifies or will qualify as a Sponsor Affiliate under the Amended Fee Agreement and Section 12-44-30(A)(19) and Section 12-44-130 of the Fee in Lieu of Tax Act with respect to its portion of the Project, and (iii) MGSC shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Amended Fee Agreement with respect to its portion of the Project.

2. Consent to Joinder to Amended Fee Agreement.

In order for this Joinder Agreement to be effective, Sponsor (or its successor in interest) must provide written consent to the addition of MGSC as an additional Sponsor Affiliate under the Amended Fee Agreement as of the date set forth below. Such written consent must be timely delivered and shall not be unreasonably withheld by Sponsor.

3. Capitalized Terms.

All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Amended Fee Agreement.

4. Governing Law.

This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

Date

MGSC001 LLC, AS SPONSOR AFFILIATE

By:_____

Name:_____

Its:_____

IN WITNESS WHEREOF, the undersigned provide written consent to the addition of the above-named entity becoming a Sponsor Affiliate under the Amended Fee Agreement effective as of the date set forth above.

Date

DRIVE AUTOMOTIVE INDUSTRIES OF AMERICA, INC., AS SPONSOR

By:_____

Name:_____

Its:_____