

MICHIGAN BUSINESS DEVELOPMENT PROGRAM
GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of September 18, 2012 (the "Effective Date"), is between the Michigan Strategic Fund, a public body corporate and politic within the Department of Treasury of the State of Michigan (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and Hyundai America Technical Center, Incorporated, a Michigan corporation, (the "Grantee" or "Company"), whose address and principal office is 6800 Geddes Road, Superior Township, Michigan 48189. As used in this Agreement, the MSF and the Company are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. PA 250 of 2011 amended the Michigan Strategic Fund Act (MCL 125.2001 et. seq.) to add Section 88r (MCL 125.2088r), to enable the MSF to create and operate the Michigan business development program to provide grants, loans or other economic assistance to qualified businesses that make qualified investments or create qualified new jobs in the State of Michigan.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC") provides administrative services for the MSF.

C. On December 21, 2011, the MSF Board established the Michigan Business Development Program (the "MBDP").

D. The Company submitted to the MEDC an Application for Incentive Assistance under the MBDP dated March 16, 2012.

E. On May 23, 2012, the MSF approved a performance based MBDP grant award to the Company in the amount of up to Two Million Five Hundred Thousand Dollars (\$2,500,000) to be disbursed under the terms of this Agreement (the "Grant").

F. The Company desires to obtain the Grant to create qualified new jobs within the State of Michigan consistent with this Agreement.

G. Coincident with the execution, and as part of the consideration of execution of this Agreement by the MSF:

(i) The Company and the MSF (as successor in interest to the Michigan Economic Growth Authority ("MEGA") under the State of Michigan, Office of the Governor, Executive Order No. 2012-9), will execute an amendment to an agreement between the Company and the MEGA, dated effective September 16, 2003 ("2003 MEGA Agreement"), to effectuate a termination of the 2003 MEGA Agreement and waiver and release of any claim by the Company under the 2003 MEGA Agreement ("2003 MEGA Amendment"), and

(ii) The Company and the MSF (as successor in interest to the MEGA under the State of Michigan, Office of the Governor, Executive Order No. 2012-9), will execute an amendment to an agreement between the Company and MEGA, dated effective February 13, 2006, as amended on April 21, 2011 ("2006 MEGA Agreement"), to effectuate an agreement that QNJ's created for purposes of this Agreement shall not count as Qualified New Jobs as defined under the 2006 MEGA Agreement, and vice-versa ("2006 MEGA Amendment"); and

(iii) The Local Development Finance Authority of the Charter Township of Superior ("LDFA") and the MSF will execute a Reimbursement Agreement to effectuate reimbursement by the LDFA to the MSF of certain Grant Disbursements from certain taxes captured by the LDFA as provided by the Reimbursement Agreement ("LDFA Reimbursement Agreement").

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, the following terms whenever capitalized, shall have the following respective meanings:

(a) "**Act**" means the Michigan Strategic Fund Act, MCL 125.2001 et. seq., including, in particular, MCL 125.2088r which authorized the creation of the MBDP.

(b) "**Affiliate**" means any person or entity that directly or indirectly owns, is owned by or is under common ownership with another person or entity to the extent of at least fifty percent (50%) of the equity (or such lesser percentage which is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction or such lesser percentage provided the operational control is held by such other person or entity) having the power to vote on or direct the affairs of such person and any person, firm, partnership, corporation or other entity actually controlled by, controlling or under common control with such other person or entity.

(c) "**Agreement**" means this Agreement, including the Exhibits to this Agreement.

(d) "**Application**" means the Application for Incentive Assistance, dated March 16, 2012, submitted by the Company to the MEDC.

(e) "**Auditor General**" means the auditor general of the State of Michigan.

(f) "**MBDP**" has the meaning set forth in Recital C.

(g) "**Base Employment Level**" or "**Base**" means the 141 jobs maintained by the Company on a statewide basis in the State as set forth in the Application.

(h) "**Company**" means the Grantee as identified in the preamble.

(i) "**Company Notice**" has the meaning set forth in Section 7.2(e).

(j) "**Confidential Information**" has the meaning set forth in Section 6.4.

- (k) "Effective Date" has the meaning set forth in the preamble.
- (l) "Eliminated QNJ's" has the meaning set forth in Section 7.2(d).
- (m) "Event of Default" means any one or more of those events described in Section 7.1.
- (n) "Exhibit" means each of the documents or instruments attached to this Agreement.
- (o) "Grantee" means the Company as identified in the preamble.
- (p) "Grant" has the meaning set forth in Recital E.
- (q) "Grant Disbursement" means Grant funds paid to the Company by the MSF under this Agreement.
- (r) "Grant Disbursement Request" means a written request from the Company for a Grant Disbursement in form and substance required from time to time by the MBDP.
- (s) "Grant Manager" means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.
- (t) "Indemnified Persons" has the meaning set forth in Section 5.1.
- (u) "LDFA" has the meaning set forth in Recital G.
- (v) "LDFA Reimbursement Agreement" has the meaning set forth in Recital G.
- (w) "Key Milestones" means major achievements of the Company as described in Exhibit B.
- (x) "Maximum Grant" means Two Million Five Hundred Thousand Dollars (\$2,500,000).
- (y) "MEDC" has the meaning set forth in Recital B.
- (z) "MEGA" has the meaning set forth in Recital G.
- (aa) "Milestone Report" means the report submitted by the Company to demonstrate and certify the completion of one or more sets of Key Milestones in form and substance required from time to time by the MBDP.
- (bb) "MSF" has the meaning set forth in the preamble.
- (cc) "MSF Fund Manager" means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.
- (dd) "Party" or "Parties" has the meaning set forth in the preamble.

(ee) **"Progress Report"** means the annual report submitted no later than September 30 of each year during the Term of the Grant that consists of the quantitative or numerical data required by the Act, as more particularly described in Section 6.3, and otherwise in form and substance required from time to time by the MBDP.

(ff) **"Project"** means the Company's plan, more particularly described in the attached Exhibit A, for the facility located at 6800 Geddes Road, Superior Township, Michigan 48189.

(gg) **"Qualified New Job" or "QNJ"** means a new job created by the Company, in excess of the Base, after January 3, 2012, and performed for the Company for consideration by an individual who is a resident of the State, and whose income taxes are withheld by the Company (or an employee leasing company or professional employer organization on behalf of the Company); provided however, in no event shall any job transferred (or otherwise eliminated) from one facility of the Company or Affiliate in the State, to a job at another facility of the Company or Affiliate in the State, be considered a QNJ. Provided however, a QNJ which forms the basis of any Grant Disbursement under this Agreement shall not be counted or considered in any way a "Qualified New Job" as defined in and required by the 2003 MEGA Agreement, as amended, and shall not form any part of the basis for a tax credit or any other claim by the Company under the 2003 MEGA Agreement, as amended. Provided further, a "Qualified New Job" (as defined in and required by the 2003 MEGA Agreement, as amended), which forms any part of the basis for a tax credit or any other claim by the Company under the 2003 MEGA Agreement, as amended, shall not be counted or considered in any way a QNJ under this Agreement and shall not form the basis of any Grant Disbursement to the Company under this Agreement.

(hh) **"Required Qualified New Jobs" or "RQNJ"** means 50 Qualified New Jobs.

(ii) **"Repayment Amount"** has the meaning set forth in Section 7.2.

(jj) **"Repayment Event"** has the meaning set forth in Section 7.2.

(kk) **"State"** means the State of Michigan.

(ll) **"Term of the Grant"** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through January 3, 2018.

(mm) **"2003 MEGA Agreement"** has the meaning set forth in Recital G.

(nn) **"2003 MEGA Amendment"** has the meaning set forth in Recital G.

(oo) **"2006 MEGA Agreement"** has the meaning set forth in Recital G.

(pp) **"2006 MEGA Amendment"** has the meaning set forth in Recital G.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Company set forth in this Agreement, the MSF agrees to make the Grant to the Company in the amount of up to the Maximum Grant in installments and at times the Company and the Grant Manager specify in accordance with Section 2.3. Notwithstanding anything to the contrary, the MSF's obligation to disburse any portion of the Maximum Grant shall automatically be suspended, and may be terminated as provided by this Agreement, upon the occurrence, and during the continuance, of an Event of Default or as otherwise specified in this Agreement.

Section 2.2 Grant Manager. The MSF Fund Manager shall designate a Grant Manager to administer this Agreement and monitor the performance of the Company and disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The MSF Fund Manager shall give the Company notice of the designated Grant Manager, and any change.

Section 2.3 Grant Disbursement Procedure.

(a) **Vendor Registration.** To receive payments under this Agreement, the Company must register as a vendor with the State. All payments will be made via electronic funds transfer.

(b) **Grant Disbursement Requests.** The Company, at its discretion, may request a Grant Disbursement of a portion of the Maximum Grant no more frequently than once a month by submitting to the Grant Manager a completed Grant Disbursement Request and a Milestone Report.

The initial Grant Disbursement Request must be accompanied by a Milestone Report demonstrating achievement of Key Milestone Number One as set forth on Exhibit B, and must not exceed Five Hundred Sixty Six Thousand Four Hundred Seventy Dollars (\$566,470).

Only after complete achievement of Key Milestone Number One and Key Milestone Number Two may the Company request a second Grant Disbursement. The second Grant Disbursement Request must be accompanied by a Milestone Report demonstrating achievement of Key Milestone Number One and Key Milestone Number Two as set forth on Exhibit B, and must not exceed One Hundred Sixty Three Thousand Eight Hundred Thirty Eight Dollars (\$163,838).

Only after complete achievement of Key Milestone Number One, Key Milestone Number Two, and Key Milestone Number Three may the Company request the third Grant Disbursement. The third Grant Disbursement Request must be accompanied by a Milestone Report demonstrating achievement of Key Milestone Number One, Key Milestone Number Two and Key Milestone Number Three as set forth on Exhibit B, and must not exceed Five Hundred Sixty Thousand One Hundred Seventy Dollars (\$560,170).

Only after complete achievement of Key Milestone Number One, Key Milestone Number Two, Key Milestone Number Three and Key Milestone Number Four may the Company request the fourth Grant Disbursement. The fourth Grant Disbursement Request must be accompanied

by a Milestone Report demonstrating achievement of Key Milestone Number One, Key Milestone Number Two, Key Milestone Number Three and Key Milestone Number Four as set forth on Exhibit B, and must not exceed Four Hundred Ninety One Thousand Five Hundred Fourteen Dollars (\$491,514).

Only after complete achievement of Key Milestone Number One, Key Milestone Number Two, Key Milestone Number Three, Key Milestone Number Four, and Key Milestone Number Five may the Company request the final Grant Disbursement. The final Grant Disbursement, together with all other Grant Disbursements to the Company, cannot exceed the Maximum Grant, and may be disbursed provided the Company has achieved all of the Key Milestones set forth on Exhibit B, submitted its final Grant Disbursement Request and Milestone Report demonstrating achievement of all of its Key Milestones, and is otherwise in compliance with this Agreement.

(c) **Grant Manager Review.** The Grant Manager shall within thirty (30) calendar days of receipt of a Grant Disbursement Request and accompanying Milestone Report, do one or more of the following:

- (i) request to review Company records, request additional information, or request a site visit to the Company, or any combination, all of which shall be determined in the sole discretion of the Grant Manager; or
- (ii) reject the Grant Disbursement Request, by providing an explanation of the reason for the rejection, which may be based on any one or more of the following: (i) the failure of the Company to demonstrate achievement of the applicable Key Milestone, (ii) there is an outstanding Event of Default, or (iii) the Company is otherwise not in compliance with this Agreement; or
- (iii) approve the Grant Disbursement provided there is no outstanding Event of Default, the Company is otherwise in compliance with this Agreement, and the Company has achieved all of its then required Key Milestones to the satisfaction of the Grant Manager.

(d) **Additional Grant Manager Review.** If after receipt of a Grant Disbursement Request and Milestone Report, the Grant Manager requests to review Company records, requests additional information or otherwise conducts a site visit, the Grant Manager shall within an additional thirty (30) calendar days after the last to occur of: (x) the date the Company provides the Company records or additional information to the Grant Manager as requested by, and to the satisfaction of, the Grant Manager, or (y) the date of the site visit conducted by the Grant Manager, either:

- (i) reject the Grant Disbursement Request, by providing an explanation of the reason for the rejection, which may be based on any one or more of the following: (i) the failure of the Company to demonstrate achievement of the applicable Key Milestone, (ii) there is an outstanding Event of Default, or (iii) the Company is otherwise not in compliance with this Agreement; or
- (ii) approve the Grant Disbursement provided there is no outstanding Event of Default, the Company is otherwise in compliance with this Agreement, and the Company has achieved all of its then required Key Milestones to the satisfaction of the Grant Manager.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE COMPANY

The Company represents and warrants to the MSF:

Section 3.1 Organization. The Company is duly organized, is validly existing and in good standing in the State of Michigan, and has the power and authority to enter into and perform its obligations under this Agreement. On the Effective Date, the Company has business operations and employees located within the State.

Section 3.2 Company Authority. The execution, delivery and performance by the Company of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Company and will not: (i) violate any provision of law or of the Company's articles of incorporation; (ii) bylaws or (iii) result in the breach, be a default of, or require any consent under, any agreement or instrument to which the Company is a party, or by which the Company or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. Except as has been disclosed in writing to the MSF, or the Grant Manager, no consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Company or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. Neither this Agreement, the Application, nor any written statements or certificates furnished by the Company to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or to the best of the Company's knowledge, omit a fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Company's knowledge, are likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Company or the ability of the Company to perform its obligations under this Agreement.

Section 3.5 Litigation or Other Proceedings. Except as has been disclosed in writing to the MSF, to the knowledge of the Company and its officers and directors, there are no suits or proceedings pending or, to the knowledge of the Company and its officers and directors, threatened, before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Company, would have a material adverse effect on the financial condition or business of the Company or impair the Company's ability to perform its obligations under the Agreement.

Section 3.6 Compliance with Laws. To its knowledge, the Company is not and will not during the Term of the Grant be in violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which it is subject and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain might materially and adversely affect its business, profits, properties or condition (financial or otherwise).

Section 3.7 Prohibited Use of Grant Disbursements. The Company shall not use any Grant Disbursements for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088(c)(3)(c)), or to induce the Company, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, as prohibited by the MSF Act (see MCL 125.2088(c)(4)(c) and (d)).

Section 3.8 Criminal or Civil Matters. The Company affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.9 Conflict of Interest. The Company affirms that there exists no actual or potential conflict of interest between the Company, the Company's key personnel or its family, its business, or any financial interest and the performance by the Company under this Agreement. The Company affirms that it has a procedure in place to require disclosure and subsequent management of conflicts of interest between the Company's key personnel, its family's, or business's financial interests and its activities under the Agreement. In the event of a change in either its private interests or activities under this Grant, Company will inform the MSF regarding possible conflicts of interest that may arise as a result of such change that would conflict with the Company's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. Company agrees that conflicts of interest shall be resolved to the MSF's satisfaction or the MSF may terminate this Agreement. As used in this paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

Company further affirms that neither Company nor any Affiliates or their officers, directors or employees, have accepted or shall accept anything of value based on an understanding that the actions of the Company or its Affiliates or either's employees on behalf of the MSF or MEDC would be influenced. Company shall not attempt to influence any MSF Board member or MEDC employee by the direct or indirect offer of anything of value. Company also affirms that neither Company, nor its Affiliates or their officers, directors or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Company or its Affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

Section 3.10 Change of Legal Status. From the Effective Date through the end of the Term of the Grant, the Company shall (a) give the MSF notice of any change in its name, its organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, provided however, that no such notice or consent shall be required in connection with the Initial Public Offering. This Section shall survive the end of the term of the Grant for a period of three (3) years.

Section 3.11 Company Investment. The Company intends to invest approximately \$15,000,000 in new construction and the purchase of machinery and equipment related to the expansion of the Company's facility located at 6800 Geddes Road, Superior Township, Michigan 48189.

Section 3.12 Cooperation by the Parties. The Parties shall act in good faith and within the spirit of the terms and conditions of the Agreement. The Company shall respond to any reasonable request of the MSF or the LDFA to provide Company records and information and documents, as well as provide a Company representative to attend any meetings at mutually agreeable times, that may be requested by the LDFA or the MSF, which from time to time, may arise out of or relate to, the MSF's request for reimbursement by the LDFA to the MSF as permitted under the Reimbursement Agreement. This section shall survive indefinitely.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Company:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Treasury of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Company, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement.

ARTICLE V

INDEMNIFICATION

Section 5.1 Indemnification and Hold Harmless. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Company for any reason. The Company shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Company under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Company shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Company under this Agreement.

The Company shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the

court considers proper. The MSF, the MEDC and the Company agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Company's obligations contemplated under this Agreement is within the sole control of the Company and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Company, its employees, agents or contractors. This Section shall survive indefinitely.

ARTICLE VI

GENERAL TERMS AND CONDITIONS

Section 6.1 Key Milestones. The Company agrees to the Key Milestones set forth as Exhibit B.

Section 6.2 Key Milestones Reached. The Grant Manager determines compliance with the Key Milestones. All material changes to any of the Key Milestones must be pre-approved in writing by the MSF Fund Manager.

Section 6.3 Progress Reports. During the Term of the Grant and for the next September 30 of the year following the end of the Term of the Grant, the Company shall submit to the Grant Manager a Progress Report each year on September 30. The Progress Report shall be an all-encompassing report and shall include a description of the Key Milestones achieved during the preceding (twelve) 12 months, and submission of all data required for the MSF to comply with its annual reporting requirements to the Michigan legislature under the Act (see MCL 125.2088r(6) and MCL 125.2088n(5)); including reporting for the previous twelve (12) months:

- (a) the total proposed amount, and the actual amount, of investment attracted by the Company to the Project;
- (b) the total committed, and the actual number of, QNJ created by the Company;
- (c) the individuals hired by the Company, including the number and their educational attainment (including whether high school diploma or equivalent, higher education certificate or degree, or advanced degree or training), and the number of individuals hired by the Company who relocated to the State;
- (d) the number of new patents, copyrights, or trademarks applied for and issued to the Company;
- (e) the amounts of other funds leveraged by the Company;
- (f) the number of new licensing agreements by the Company and the number of such licensing agreements entered into by the Company with Michigan based firms; and
- (g) the number of products commercialized by the Company.

Section 6.4 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets or liabilities of the Company. Under MCL 125.2005(9), the MSF Board has authority, upon the Company's request, to

acknowledge financial or proprietary Company information as confidential. If the MSF acknowledges Company information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the MBDP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Company gives its prior written consent to disclosure. This Section shall survive indefinitely. Neither the MSF nor MEDC, nor any of their officers, directors, employees or agents shall be liable for any inadvertent disclosure of any of the Confidential Information.

Section 6.5 Access to Records and Inspection Rights. During the Term of the Grant, there will be frequent contact between the Grant Manager, or other MEDC, MSF or representative of the State, and the Company, including a minimum of an annual site visit. In addition and also until the end of the Term of the Grant, to enable the Auditor General, the MSF, or the MEDC to monitor and ensure compliance with the terms of this Agreement, the Company shall permit the Auditor General, the MSF, or the MEDC to visit the Company, and any other location where books and records of the Company are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive the end of the Term of the Grant by three (3) years. In connection with any such audit, the Company shall cooperate with the chief compliance officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Company shall permit the Auditor General, the MSF, or any member, employee or agent of the MSF, the Grant Manager or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Company related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Company reasonably determines is Confidential Information shall be reviewed by the Auditor General, the MSF, and the MEDC at the offices of the Company and the Auditor General, MSF, or the MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Company, which consent shall not be unreasonably withheld.

Section 6.6 Publicity. The Company will not use the name of the MSF, the State, the MEDC, nor any officer, agent or employee of the MSF, the State and MEDC in any publicity, advertising or news release concerning this Agreement without the prior written approval of the Grant Manager or an authorized representative of the MSF.

Section 6.7 Compliance with Governing Documents. The Company shall comply with all obligations under its articles of incorporation, bylaws and this Agreement.

Section 6.8 Discharge of Obligations. Unless contested in good faith by appropriate proceedings without risk of encumbrance of any Company asset, the Company shall promptly pay and discharge all taxes, assessments, and governmental charges lawfully levied or imposed upon it (in each case before they become delinquent and before penalties accrue).

Section 6.9 Termination of Funding. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate this Agreement by providing notice to the Company not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Company. Provided however, in the event of termination of funding under this Section 6.9, the 2003 MEGA Amendment and the 2006 MEGA Amendment shall be deemed void and of no effect to the extent necessary to allow the Company to count any "Qualified New Job" (as defined in and, under the 2003 MEGA Agreement or 2006 MEGA Agreement (as appropriate)) to form the basis for the appropriate tax credit thereunder, to the extent such "Qualified New Job" has not already been counted and formed the basis for any portion of Grant Disbursement under this Agreement prior to an event of termination of funding under this Section 6.9. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Section 6.10 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Company agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Company further agrees that every subcontract entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Company shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Company as an employer, or the name of a subcontractor, manufacturer, or supplier of the Company appears in the register.

Section 6.11 Costs and fees. The Company shall be responsible for payment of all its own costs and expenses incurred in connection with the preparation and closing of this Agreement.

Section 6.12. Maintain the Base. During the Term of the Grant, the Company must maintain the Base.

ARTICLE VII

DEFAULT, TERMINATION AND REPAYMENT PROVISIONS

Section 7.1 Events of Default. The occurrence of any one or more of the following events or conditions shall constitute an "Event of Default" under this Agreement, unless a written waiver of the Event of Default is signed by the MSF Fund Manager:

(a) any representation made by the Company shall prove incorrect at the time that such representation was made in any material respect, including, but not limited to, any information provided in the Application;

(b) any material breach by the Company of an obligation of the Company under this Agreement, including failure to submit reports when due, or failure to maintain the Base, which is not cured by the Company to the satisfaction of the MSF Fund Manager within ten (10) business days after written notice thereof by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager;

(c) the Company's failure to timely meet one of the Key Milestones by the applicable date for such Key Milestone as set forth in Exhibit B, which failure is not cured by the Company to the satisfaction of the MSF Fund Manager within ten (10) business days after written notice thereof by the MSF Fund Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the MSF Fund Manager;

(d) the Company is in default, violation, breach, or non-compliance, of any kind or nature under any agreement or requirement, including submission of reports, with the MEDC, or for any department or agency within the State, including without limitation, the Department of Licensing and Regulatory Affairs, the Department of Environmental Quality, the Department of Treasury, the MSF, the Michigan Economic Growth Authority (or any successors or assigns to any of the foregoing), which is not cured by the Company to the satisfaction of the MSF Fund Manager within ten (10) business days after written notice thereof by the MSF Fund Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the MSF Fund Manager;

(e) any occurrence (after the expiration of any applicable cure periods without the required cure) giving rise to a Repayment Event (as described in Section 7.2);

(f) any voluntary bankruptcy or insolvency proceedings are commenced by the Company;

(g) any involuntary bankruptcy or insolvency proceedings are commenced against the Company, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;

(h) the Company's failure to comply with Section 3.9.

Section 7.2 Repayment of Grant Disbursements. The Company shall repay the MSF Grant Disbursements made to the Company as set forth below (each a "Repayment Amount") upon the occurrence through the end of the Term of the Grant of any one or more of the following (each a "Repayment Event"):

(a) **Prohibited by the Act.** If any of the Grant Disbursements are used by the Company toward development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as

prohibited by the MSF Act (see MCL 125.2088(c)(3)(c)), or to induce the Company, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, as prohibited by the MSF Act (see MCL 125.2088(c)(4)(c) and (d)), the Company shall repay the MSF an amount equal to One Hundred percent (100%) of all Grant Disbursements then made to the Company.

(b) **Materially Incorrect Information to Support Grant Disbursement Request.** If any information provided by the Company in support of any Grant Disbursement Request or Milestone Report is found to be incorrect by the MEDC or MSF in any material respect, including without limitation, any Base or QNJ information provided, the Company shall repay the MSF an amount equal to One Hundred percent (100%) of all Grant Disbursements then made to the Company.

(c) **Jobs Transferred Out of the State.** If at any time during the Term of the Grant, the Company transfers out of the State twenty-five (25%) or more of the total number of jobs determined by adding (i) the Base, plus (ii) the number of any QNJ's which provided a basis for any Grant Disbursement, rounded down to the nearest whole number, the Company shall repay the MSF an amount equal to One Hundred percent (100%) of all Grant Disbursements then made to the Company.

(d) **Eliminated QNJ's.** If at any time during the Term of the Grant, the Company eliminates (which includes the effect of backfilling jobs with QNJ's to meet the required number of jobs to comprise the Base) or otherwise fails to pay consideration in Michigan for the number of any QNJ's for which Grant Disbursements have been made (the "Eliminated QNJ's"), the Company shall repay the MSF an amount determined by the following formula:

$$\frac{\text{Maximum Grant}}{\text{RQNJ}} \times \text{Eliminated QNJ's} = \text{Repayment Amount}$$

(e) **Minimum QNJ's.** Notwithstanding anything to the contrary in this Agreement, including the Exhibits, in the event the Company has not created and maintained at least fifty (50) QNJ's (after giving effect to backfilling jobs with QNJ's to meet the required number of jobs to comprise the Base) by no later January 3, 2016, the Company shall repay the MSF an amount equal to One Hundred percent (100%) of all Grant Disbursements made by the MSF.

(f) **Repayment.** The Company shall notify the Grant Manager of any Repayment Event (the "Company Notice"). The Company shall have sixty (60) calendar days from the date of the Company Notice to cure the Repayment Event to the satisfaction of the MSF Fund Manager, or such longer period as may be agreed to in writing by the MSF Fund Manager, and upon failure of the Company to cure within the time required, the Company shall immediately remit the Repayment Amount to the MSF. In the event the Grant Manager has not received any Company Notice as required by the preceding sentence, upon the failure of the Company to cure a Repayment Event to the satisfaction of the MSF Fund Manager within thirty (30) calendar days after written notice thereof by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager, the Company shall immediately remit the Repayment Amount to the MSF. In addition to paying any required Repayment Amount, and costs and expenses set forth in Section 7.3, the Company shall pay interest on the Repayment Amount at the rate of seven percent (7%) per annum, which interest shall accrue on the Repayment Amount beginning on the date such Repayment Amount is due and continue until the Repayment Amount, all costs and expenses, and all interest is paid in full

to the MSF. All payments by the Company shall first be applied to reimburse permitted costs and expenses, then to satisfy permitted interest, then to satisfy the Repayment Amount. The MSF Fund Manager reserves the right to require the Company to pay the higher Repayment Amount resulting from one or more of the same circumstances which give rise to more than one Repayment Event; provided however, except as to the payment of any interest, costs and expenses as provided by this Agreement, in no event shall the Company be required to repay the MSF any amount in excess of Grant Disbursements received by the Company.

This Section shall survive the end of the Term of the Grant for a period of three (3) years.

Section 7.3 Available Remedies. Upon the occurrence of any one or more of the Events of Default (after the expiration of any applicable cure periods without the required cure), the MSF may terminate this Agreement, and upon termination of this Agreement, the MSF shall have no further obligation to make any further Grant Disbursements or payment of any kind to the Company. The termination of this Agreement is not intended to be the sole and exclusive remedy in case any Event of Default shall occur, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Company shall also pay all costs and expenses, including, without limitation, reasonable attorneys fees and expenses incurred by the MSF in collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement due to failure of the Company to comply with its obligations under this Agreement, or in exercising any remedies available to the MSF as result of the occurrence of one or more Events of Default. This Section shall survive the end of the Term of the Grant for a period of three (3) years.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notice. Any notice or other communication under this Agreement shall be in writing and e-mailed, or faxed, or mailed by first class mail, postage prepaid, or sent by express, overnight courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-mail accounts, and shall be deemed delivered one business day after the delivery or mailing date. In addition, a copy of any notice hereunder to the Company shall also be sent to the attention of the Company's General Counsel at the Company's last known address.

Section 8.2 Entire Agreement. This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 8.3 Counterparts; Facsimile/Pdf Signatures. This Agreement may be signed in counterparts and delivered by facsimile or in pdf form, and in any such circumstances, shall be considered one document and an original for all purposes.

Section 8.4 Severability. All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

Section 8.5 Captions. The captions or headings in 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.

Section 8.6 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 8.7 Relationship between Parties. The Company and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm or entity for any purpose.

Section 8.8. Successors and Assigns. The MSF may at any time assign its rights in this Agreement. The Company may not assign its rights or obligations under this Agreement without the prior written consent of the MSF. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 8.9 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 8.10 Termination of Agreement. Except as to this Article VIII which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term of the Grant.

Section 8.11 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Company and the MSF Fund Manager.

Section 8.12 Jurisdiction. The Parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Company acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Company resides, in or outside of the United States.


Section 8.13 Other Agreements. The Parties agree that full execution of the 2003 MEGA Amendment, 2006 MEGA Amendment, and the LDFA Reimbursement Agreement are required as part of the full execution of this Agreement.

(remainder of page intentionally left blank)

Execution Copy

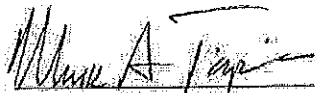
The Parties have executed this Agreement effective on the Effective Date;

HYUNDAI AMERICA TECHNICAL CENTER, INCORPORATED




Sung Hwan Cho
President

Approved as to Form:



Mark S. Toriglian General Counsel

MICHIGAN STRATEGIC FUND



Karla K. Campbell
Fund Manager

EXHIBIT A
PROJECT DESCRIPTION

Phase I - Addition to Existing Building: To accommodate new Environmental Protection Agency Emission Testing Procedures, the Company will build a new addition, consisting of approximately 17,000 square feet, to the northeast corner of its existing building located at 6800 Geddes Road, Superior Township, Michigan. The new addition will contain testing space and associated mechanical and electrical rooms. The height and exterior materials of the new addition, will be a replica of the existing building.

Existing underground fire, storm and sanitary utilities will be relocated outside the footprint of the new addition; and existing sidewalks will be removed and replaced to facilitate the utility relocation in its current configuration. The existing detention basin restricted outlet will be re-configured to accommodate the additional storm water run-off. The hazardous materials storage container located at the southeast corner of the existing building near the loading dock will be expanded by either a second 200 square foot prefabricated building or replacing the existing with a larger 400 square foot prefabricated structure.

Phase III - New Substation: This project will install a new electrical substation in the northwest corner of the new property. It will consist of a 36,000 square foot fenced gravel area and a gravel drive off Geddes Road. A four (4) foot high landscape berm will be constructed along the west property line for screening. An underground electrical conduit will be installed between the new substation and the existing building. This conduit will cross the wetlands at the existing driveway; crossing to minimize impact to the wetlands. The existing substation on LeForge Road will be abandoned, and the existing driveway will be removed. No trees or other landscaping will be removed.

EXHIBIT B

KEY MILESTONES*

*Subject to the terms and conditions of the Grant Agreement, including the terms and conditions of Section 2.3 of the Grant Agreement which include the required submission of a Grant Disbursement Request, a Milestone Report, and any other information as may be required under Section 2.3, and including the terms and conditions of Section 8.13, the following Grant Disbursements may be requested by the Company:

Key Milestone Number One:

Grant Disbursement: Not to exceed \$566,470

The Company must demonstrate to the satisfaction of the Grant Manager by no later than December 31, 2012 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company shall provide all documentation to the satisfaction of Grant Manager that Superior Township, Michigan has formally approved a real property tax abatement for the Project on terms and conditions acceptable to the Grant Manager.
3. The Company has provided to the Grant Manager, a copy of the fully signed Agreement for Construction of Industrial Substation and Electric Energy Purchase Agreement, or other documentation to the satisfaction of the Grant Manager, evidencing at a minimum, that the Company has entered into a binding contract with DTE Energy Services ("DTE") for the construction of the industrial substation to be installed in furtherance of the improvements to the Project, and in addition, the Company may include other costs related to the substation and electrical infrastructure improvements associated with the Project (the foregoing, collectively, "Infrastructure Improvements").
4. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information, pertaining to the Infrastructure Improvements or otherwise, deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Key Milestone Number Two:

Grant Disbursement: Not to exceed \$163,838

The Company must demonstrate to the satisfaction of the Grant Manager by no later than February 28, 2013 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company has provided to the Grant Manager, copies of invoices to the Company for work related to the Infrastructure Improvements totaling at least \$168,838, as well evidence acceptable to the Grant Manager that the Company has approved payment of at least \$168,838 billed on the invoices;
3. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information, pertaining to the Infrastructure Improvements or otherwise, deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Key Milestone Number Three:

Grant Disbursement: Not to exceed \$560,170

The Company must demonstrate to the satisfaction of the Grant Manager by no later than October 31, 2013 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company has created a minimum of five (5) Qualified New Jobs, including providing employee identification number (or other identification information) for the QNJ's, hiring date for each employee comprising the QNJ, as well as the location where each QNJ is located;
3. The Company has provided a copy of the permit from Superior Township to begin construction of the electrical substation for improvements to the Project;
4. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information,

pertaining to the Infrastructure Improvements or otherwise, deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Key Milestone Number Four:

Grant Disbursement: Not to exceed \$491,514

The Company must demonstrate to the satisfaction of the Grant Manager by no later than November 30, 2013 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company has provided to the Grant Manager, copies of invoices to the Company for work related to the Infrastructure Improvements totaling at least an additional \$491,514, as well evidence acceptable to the Grant Manager that the Company has approved payment of at least an additional \$491,514 billed on the invoices;
3. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information, pertaining to the Infrastructure Improvements or otherwise, deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Key Milestone Number Five:

Grant Disbursement: Not to exceed \$718,008, and when taken together with any prior Grant Disbursement, cannot exceed the Maximum Grant.

The Company must demonstrate to the satisfaction of the Grant Manager by no later than December 31, 2013 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company has demonstrated completion of construction of the electrical substation for the Project, and that the substation is in full working order.

3. The Company has provided to the Grant Manager, copies of invoices to the Company for work related to the Infrastructure Improvements totaling at least an additional \$157,838, as well evidence acceptable to the Grant Manager that the Company has approved payment of at least an additional \$157,838 billed on the invoices;
4. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information pertaining to the Infrastructure Improvements or otherwise, deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Key Milestone Number Six:

There is no Grant Disbursement under this Key Milestone Number Six. Provided however, the Company must demonstrate to the satisfaction of the Grant Manager by no later than January 3, 2016 all of the following, and must otherwise be in compliance with the Agreement:

1. The Company has maintained the Base Employment Level, including providing employee identification numbers (or other identification information) for each employee comprising the Base, hiring date for each employee comprising the Base, as well as the location where the Base job is located;
2. The Company has created a total of a minimum of an additional forty five (45) Qualified New Jobs (for a total of fifty (50) Qualified New Jobs); including providing employee identification number (or other identification information) for each employee comprising all QNJ's, hiring date for each employee comprising all QNJ's, as well as the location where each QNJ is located;
3. The Company has provided all copies of documents requested by, and to the satisfaction of, the Grant Manager, including without limitation, copies of any requested Form W-2's, payroll reports, employment or other reports, including any unemployment insurance agency reports, and any other information deemed necessary by the Grant Manager to support the Grant Disbursement Request.

Amendment One
to the
Michigan Strategic Fund
Michigan Business Development Program
Grant Agreement
with
Hyundai America Technical Center, Incorporated

This Amendment One (the "Amendment"), dated November 20, 2012, is to the Michigan Strategic Fund (the "MSF") Michigan Business Development Program Grant Agreement with Hyundai America Technical Center, Incorporated (the "Company"), DOC-4540 (the "Agreement").

Pursuant to Section 8.11 of the Agreement, the Parties agree to amend the Agreement as follows:

1. Delete Section G of the RECITALS of the Agreement in its entirety and replace with the following:

"G. Coincident with the execution, and as part of the consideration of execution of this Agreement by the MSF:

- (i) The Company and the MSF (as successor in interest to the Michigan Economic Growth Authority ("MEGA") under the State of Michigan, Office of the Governor, Executive Order No. 2012-9), will execute an amendment to an agreement between the Company and the MEGA, dated effective February 13, 2006 ("2006 MEGA Agreement"), to effectuate a termination of the 2006 MEGA Agreement and waiver and release of any claim by the Company under the 2006 MEGA Agreement ("2006 MEGA Amendment"), and
- (ii) The Company and the MSF (as successor in interest to the MEGA under the State of Michigan, Office of the Governor, Executive Order No. 2012-9), will execute an amendment to an agreement between the Company and MEGA, dated effective September 16, 2003, as amended on April 21, 2011 ("2003 MEGA Agreement"), to effectuate an agreement that QNJ's created for purposes of this Agreement shall not count as Qualified New Jobs as defined under the 2003 MEGA Agreement, and vice-versa ("2003 MEGA Amendment"), and
- (iii) The Local Development Finance Authority of the Charter Township of Superior ("LDFA") and the MSF will execute a Reimbursement Agreement to effectuate reimbursement by the LDFA to the MSF of

certain Grant Disbursements from certain taxes captured by the LDFA as provided by the Reimbursement Agreement ("LDFA Reimbursement Agreement")."

2. Delete Section 1.1(gg) of the Agreement in its entirety and replace with the following:

"(gg) **"Qualified New Job" or "QNJ"** means a new job created by the Company, in excess of the Base, after January 3, 2012, and performed for the Company for consideration by an individual who is a resident of the State, and whose income taxes are withheld by the Company (or an employee leasing company or professional employer organization on behalf of the Company); provided however, in no event shall any job transferred (or otherwise eliminated) from one facility of the Company or Affiliate in the State, to a job at another facility of the Company or Affiliate in the State, be considered a QNJ. Provided however, a QNJ which forms the basis of any Grant Disbursement under this Agreement shall not be counted or considered in any way a "Qualified New Job" as defined in and required by the 2003 MEGA Agreement, as amended, and shall not form any part of the basis for a tax credit or any other claim by the Company under the 2003 MEGA Agreement, as amended. Provided however, to the extent the Company creates 50 QNJ's as required by this Agreement), the minimum "Base Employment Level" (as defined under the 2003 MEGA Agreement) required under the 2003 MEGA Agreement shall be increased by 50 for the Company's tax year in which the 50 QNJ's under this Agreement was achieved. Provided further, a "Qualified New Job" (as defined in and required by the 2003 MEGA Agreement, as amended), which forms any part of the basis for a tax credit or any other claim by the Company under the 2003 MEGA Agreement, as amended (except as required to increase the "Base Employment Level" (as defined under the 2003 MEGA Agreement) as set forth above), shall not be counted or considered in any way a QNJ under this Agreement and shall not form the basis of any Grant Disbursement to the Company under this Agreement."

Except as specifically provided above, the Parties agree that all terms and conditions of the Agreement shall remain unchanged and in effect.

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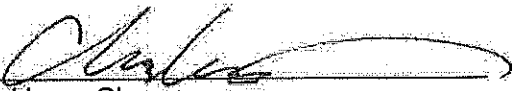
Execution Copy

The signatories below warrant that they are empowered to enter into this Amendment.

COMPANY ACCEPTANCE:


Hyundai America Technical Center, Incorporated

Dated: 11/20/12


Sung Hwan Cho
President

Approved as to Form:

Dated: 11/20/12


Mark S. Torigian
General Counsel

MSF ACCEPTANCE:

Michigan Strategic Fund

Dated: 11/28/13


Karla K. Campbell
Fund Manager

**THIRD AMENDMENT TO THE
2003 MEGA TAX CREDIT AGREEMENT**

Hyundai America Technical Center, Incorporated

This Third Amendment (the "Amendment"), dated effective as of November 20, 2012 (the "Effective Date"), is to the MEGA Tax Credit Agreement between the Michigan Strategic Fund (the "MSF") and Hyundai America Technical Center, Incorporated (the "Company") dated September 16, 2003 as amended on April 21, 2011 and September 18, 2012 (collectively, the "2003 MEGA Agreement"). As used in this Amendment, the MSF and the Company may be collectively referred to as the "Parties".

Pursuant to the 2003 MEGA Agreement, the Parties agree to amend the 2003 MEGA Agreement as follows:

1. Amend the First Amendment to the 2003 MEGA Tax Credit Agreement, dated effective September 18, 2012 in its entirety to delete all references to "First Amendment to the 2003 MEGA Tax Credit Agreement" and replace with "Second Amendment to the 2003 MEGA Tax Credit Agreement".

2. Delete the preamble introductory paragraph of the Second Amendment to the 2003 MEGA Tax Credit Agreement in its entirety and replace with the following:

"This Second Amendment (the "Amendment"), dated effective as of September 18, 2012 (the "Effective Date"), is to the MEGA Tax Credit Agreement between the former Michigan Economic Growth Authority ("MEGA"), now known as the Michigan Strategic Fund ("MSF"), and Hyundai America Technical Center, Inc. ("Company") dated September 16, 2003, as amended on April 21, 2011 ("2003 MEGA Agreement"). As used in this Amendment, the MSF and the Company may be collectively referred to as the "Parties"."

3. Delete Section D of the RECITALS of the Second Amendment to the 2003 MEGA Tax Credit Agreement in its entirety and replace with the following:

"D. Coincident with the execution of, and as part of the consideration for, the MBDP Grant Agreement, the MSF required, among other things, that the Parties execute this Amendment, and the Termination and Release Agreement relative to the MEGA Tax Credit Agreement between the Company and MEGA dated February 13, 2006."

4. Delete Section 1(b) of the Second Amendment to the 2003 MEGA Tax Credit Agreement in its entirety and replace with the following:

"b. shall not form any part of the basis for a tax credit or any other claim by the Company under the 2003 MEGA Agreement, provided however to the extent the Company creates 50 QNJ's (as defined in and required by the MBDP Grant


Agreement), the minimum Base Employment Level (as defined under the 2003 MEGA Agreement) required under the 2003 MEGA Agreement shall be increased by 50 for the Company's tax year in which the 50 QNJ's under the MBDP Grant Agreement was achieved."

Except as specifically provided above, the Parties agree that all terms and conditions of the 2003 MEGA Agreement shall remain unchanged and in effect.

The signatories below warrant that they are empowered to enter into this Amendment.

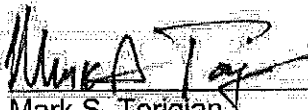
COMPANY ACCEPTANCE: Hyundai America Technical Center, Incorporated

Dated: 11/26/12


Sung Hwan Cho
President


Approved as to Form:

Dated: 11/20/12


Mark S. Torigan
General Counsel

MSF ACCEPTANCE: Michigan Strategic Fund

Dated: 11/28/12


Karla K. Campbell
Fund Manager

Amendment One
to the
Termination and Release Agreement
2006 MEGA Tax Credit Agreement
with
Hyundai America Technical Center, Incorporated

This Amendment One (the "Amendment"), dated November 20, 2012, is to the Michigan Strategic Fund (the "MSF") Termination and Release Agreement 2006 MEGA Tax Credit Agreement with Hyundai America Technical Center, Incorporated (the "Company") (the "Agreement").

Pursuant to the Agreement, the Parties agree to amend the Agreement as follows:

1. Delete the first paragraph of the Agreement in its entirety and replace with the following:

"This Termination and Release Agreement (the "Termination and Release Agreement"), dated effective September 18, 2012 (the "Effective Date"), is to the MEGA Tax Credit Agreement between the former Michigan Economic Growth Authority ("MEGA"), now known as the Michigan Strategic Fund ("MSF") and Hyundai America Technical Center, Inc. ("Company") dated February 13, 2006 (the "2006 MEGA Agreement"). As used in this Amendment, the MSF and the Company may be collectively referred to as the "Parties"."

2. Delete Section D of the RECITALS of the Agreement in its entirety and replace with the following:

"D. Coincident with the execution of, and as part of the consideration for, the MBDP Grant Agreement, the MSF required, among other things, that the Parties execute this Amendment, and the Second Amendment to the 2003 MEGA Tax Credit Agreement relative to the MEGA Tax Credit Agreement between the Company and MEGA, dated September 16, 2003."

Except as specifically provided above, the Parties agree that all terms and conditions of the Agreement shall remain unchanged and in effect.

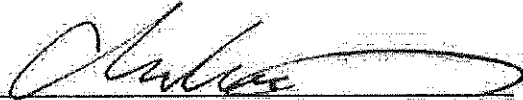
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The signatories below warrant that they are empowered to enter into this Amendment.

COMPANY ACCEPTANCE:


Hyundai America Technical Center, Incorporated

Dated: 11/20/12


Sung Hwan Cho
President

Approved as to Form:

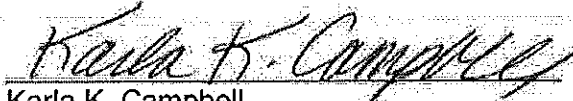
Dated: 11/20/12


Mark S. Toriglian
General Counsel

MSF ACCEPTANCE:

Michigan Strategic Fund

Dated: 11/28/12


Karla K. Campbell
Fund Manager