

**AMENDMENT TO THE SECOND AMENDED AND
RESTATED BUSINESS DEVELOPMENT AGREEMENT
(TERRY'S LINCOLN MERCURY, INC.)**

THIS AMENDMENT is made and entered into this 1 day of March, 2012, by and between the VILLAGE OF ORLAND PARK, an Illinois home rule municipality (the "Village") and TERRY'S LINCOLN MERCURY, INC., an Illinois corporation ("Terry's").

WITNESSETH:

WHEREAS, Terry's and the Village entered into a Second Amended and Restated Business Development Agreement (the "Agreement") on July 18, 2011, that provided economic incentives through the use of a sales tax rebate up to a maximum of \$1,000,000.00, provided that improvements and expansion of the dealership property at 9401 West 143rd Street in the Village commenced no later than December 31, 2011; and

WHEREAS, the planned construction of the expansion and improvements of Terry's automobile sales and service dealership facility has been delayed due to current economic conditions.

NOW, THEREFORE, in consideration of the recitals hereinabove set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village and Terry's agree to amend the Agreement as follows:

SECTION 1: Paragraph 4 of the Agreement is hereby amended to provide as follows:

"4. Commencement of Construction: Unless unforeseen events or unforeseen increases in the costs of construction occur, Orland Park and Terry's agree to promptly commence and diligently pursue construction activities, including expanding the Dealership sales and service facility at 9401 West 143rd Street and relocating its main entrance no later than December 31, 2012."

SECTION 2: Paragraph 8 of the Agreement is hereby amended to provide as follows:

“8. Sales Tax Rebate Provisions: In consideration of Terry's making the aforesaid Property improvements in Orland Park in substantial accordance with detailed plans and specifications to be submitted to Orland Park, as well as preliminary site plan and landscaping plans, which approved plans and specifications will be hereafter made an addendum to this Agreement, Orland Park agrees to remit to Terry's certain monies as follows:

SALES TAX REBATE – MOTOR VEHICLE SALES: Provided that the aforesaid improvements have begun on or before December 31, 2012 (the actual date of commencement of improvements to be determined by Terry's and with written notice to Orland Park), for the period commencing on January 1, 2013, and ending December 31, 2014 Orland Park shall allocate fifty percent (50%) of the Retailer's Occupation Tax and the Retailer's Service Occupation Tax (hereinafter collectively "Sales Tax Revenue") that is collected by Terry's as a result of business transactions (sales of new and used motor vehicles and automotive parts and accessories) occurring within the corporate limits of Orland Park, and which is received, either directly or indirectly, by Orland Park up to a maximum of \$1,000,000.00. Commencing January 1, 2015, the Base Amount, as hereinafter defined, shall be retained by Orland Park. After retention of the Base Amount, Orland Park shall pay one hundred percent (100%) of the remaining Sales Tax Revenue to Terry's. It is the intent of the parties that no distribution or remittance to Terry's of Sales Tax Revenues shall be required in such period until such time as the Base Amount has been received either directly or indirectly by Orland Park.

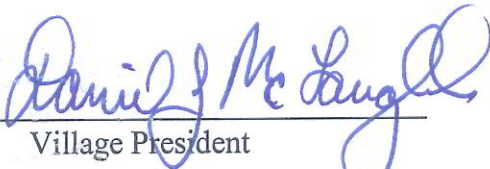
(1) **Base Amount:** The "Base Amount" shall be an amount equal to the average annual Lincoln/Mercury Sales Tax Revenue received by the Village for calendar years 2011, 2012 and 2013. Without first obtaining the consent of Orland Park for other sales, the Base Amount and gross sales subject to the rebate provided for herein shall consist only of sales by Terry's of new and used vehicles and trucks, and automotive parts and accessories.

(2) **Duration:** The obligation of Orland Park to reimburse Terry's from its collected Lincoln/Mercury Sales Tax Revenues shall continue until the first to occur of either of the following events:

- (a) Terry's (or its successor) fails to operate on the Dealership property a new and used motor vehicle dealership; or
- (b) Orland Park has reimbursed Terry's the total sum of \$1,000,000.00 from rebates paid to Terry's pursuant to this paragraph 8.”

SECTION 3: All other terms and conditions in the Agreement will remain the same and are hereby ratified and confirmed.

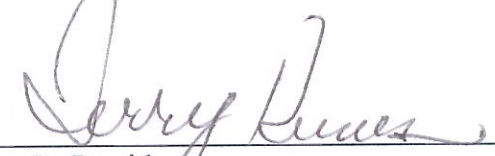
VILLAGE OF ORLAND PARK

By: 
Village President

ATTEST:


Village Clerk

TERRY'S LINCOLN MERCURY, INC.

By: 
Its President

ATTEST:


Its Secretary or Assistant Secretary