AGREEMENT

FOR THE

DEVELOPMENT OF

MACK ASSEMBLY PLANT

BY AND AMONG

FCA US LLC,

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY,

AND

THE CITY OF DETROIT

Dated as of

May __, 2019

LIST OF EXHIBITS

Exhibit A	Legal Description of the Mack Plant Property
Exhibit B	Conceptual Site Plan
Exhibit F1	Development Plan
Exhibit F2	Parcel Worksheet
Exhibit F3	Form of Quit Claim Deed
Exhibit 1.01(1)	Certificate of Fulfillment
Exhibit 1.01(2)	DBRA Access Agreement
Exhibit 1.01(3)	City Incentives Proposal
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Exhibit 1.01(5)	Due Diligence Access Agreements
Exhibit 1.01(6)	Expedited Approvals Process
Exhibit 1.01(7)	Interim Parcel Lease
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Exhibit 1.01(12)	Site Preparation Activities
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Exhibit 3.03(a)	Grant of Rights Instrument
Exhibit 3.10	Early Start Agreement
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AGREEMENT FOR THE DEVELOPMENT OF MACK ASSEMBLY PLANT

THIS AGREEMENT FOR THE DEVELOPMENT OF MACK ASSEMBLY PLANT (this "Agreement") is made and entered into as of the Effective Date, by and between **FCA US LLC**, a Delaware limited liability company (hereinafter sometimes referred to as "FCA"), **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan municipal corporation ("DBRA") and **THE CITY OF DETROIT**, a Michigan municipal corporation (the "City"). DBRA and the City may be referred to herein collectively from time-to-time as "Sellers."

R E C I T A L S

A. FCA owns real property located within the City of Detroit, Michigan, commonly known as the Mack 1 Plant and the Mack 2 Plant and more particularly described on **Exhibit A** attached hereto and made a part hereof and which shall be defined herein collectively as the "Mack Plant Property";

B. FCA desires to construct a new assembly plant and related improvements (the "Mack Assembly Plant") by renovating, retrofitting and expanding the Mack Plant Property as conceptually depicted on the attached **Exhibit B** (the "Conceptual Site Plan"), for the purposes of such expansion, with anticipated total expenditures of approximately $1.6 billion, and the expected creation of approximately three thousand eight hundred fifty (3,850) net new full-time employees in the operation of the Mack Assembly Plant;

C. The City, as authorized by Act 381, has incorporated DBRA, which is empowered by Act 381 to, among other powers, acquire property for economic development purposes, conduct eligible activities related to eligible property, issue bonds and other evidences of indebtedness to finance all or part of the costs of eligible activities and other activities, and make and enter into contracts necessary or incidental to the exercise of its performance of its duties;

D. The City is empowered under Act 198 to approve limited abatements of property taxes in order to induce economic development in the City;

E. The City and DBRA have determined that the Project is consistent with the economic development objectives and purposes of the City and DBRA and, although the Project could be viable, there are several challenges, including, but not limited to, a constrained construction labor market, additional land acquisition and development in an urban setting, and the uncertainties involved in the process of acquiring and clearing privately owned parcels of land near or adjacent to the Mack Plant Property in a very short period of time and the securing of all appropriate permits and municipal approvals in a timely fashion;

F. Accordingly, the Project will require, among other things, DBRA's assemblage of and transfer to FCA of those certain parcels of real property adjacent to or near the Mack Plant Property, which parcels are shown on the Development Plan attached hereto as **Exhibit F1** (the "Development Plan") and identified on the worksheet (the "Parcel Worksheet") attached hereto as **Exhibit F2** (the "Parcels") and various related undertakings of the City and DBRA as specified in this Agreement;

G. In order to induce FCA to undertake the Project, the City and DBRA have agreed to complete the undertakings described herein and, along with the State of Michigan, to provide certain incentives and tax abatements for the Project (including certain costs to fund the acquisition of the Parcels and the remediation and Site Preparation Activities required hereunder), as well as a wide array of resources for workforce development, including talent plan development, community outreach, candidate pre-screening and vetting, customized training programs, and hiring incentives and training fund resources, in the types and amounts as may be set forth in this Agreement;

H. FCA also owns certain parcels of real property in the City of Detroit, State of Michigan near the Mack Plant Property on which the Jefferson North Assembly Plant ("JNAP") is located (the "JNAP Plant Property"). Separate and distinct from the Project, the JNAP Plant Property will be undergoing certain retooling and other renovations (the "JNAP Retooling Project") and the State of Michigan has agreed to provide certain incentives and tax abatements to FCA for the JNAP Retooling Project; and

I. All capitalized terms used and not otherwise defined in this Agreement shall have the meaning ascribed to them in Article I of this Agreement.

NOW, THEREFORE, in consideration of the warranties, representations, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DBRA, FCA, and the City agree as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The following terms, as used herein, have the following respective meanings:

"2115 St. Jean" shall mean that tax parcel commonly known as 2115 St. Jean, Detroit, Michigan.

"Act 198" means Act No. 198, Michigan Public Acts of 1974, as amended.

"Act 381" means Act No. 381, Michigan Public Acts of 1996, as amended.

"Adverse Effect" means, with respect to any Person, an adverse effect upon the business, operations, properties, prospects, assets or condition (financial or otherwise) of the Person as a result of the occurrence or existence of any single event or condition or series of events or conditions in the aggregate.

"Affiliated Agreements" means any other document or instrument now or hereafter in effect between the parties relative to the Project or the JNAP Retooling Project, including without limitation the Community Benefits Agreement, Due Diligence Access Agreements, Interim Parcel Lease, PA 198 Abatement Agreements, Private Parcel Due Diligence Access Agreements, the DBRA Access Agreement, Early Start Agreement, and DPD Security Agreement.

"Agreement" means this Agreement for the Development of Mack Assembly Plant, as amended, modified or supplemented from time to time in accordance with the terms hereof.

"Annual City Report" means a report containing the Annual City Revenue in the form attached as Exhibit 10.04.

"Annual City Revenue" means the total amount of projected revenue to the City from the sources described in Exhibit 10.04.

"Approvals" means any municipal approvals required by any Governmental Authorities related to the Project for which neither DBRA nor the City is responsible under this Agreement, including, without limitation, tax abatement certificates, approvals related to or required under any Environmental Laws, permits, licenses, and/or any approvals from any other Governmental Authorities relative to the environmental condition of each Parcel (including FCA's submission of any Baseline Environmental Assessment as defined by MCL § 324.20101(f) and § 324.21302(c) to the appropriate state agency as deemed necessary by FCA, as applicable).

"Article VI Notice" means the written Notice that may, but shall not be required to, be provided by FCA to DBRA pursuant to Section 6.14 hereof describing the Delayed Article VI Performance and/or Defective Article VI Performance.

"ASTM" means American Society for Testing and Materials.

"Barrier Restriction" means the use restriction to encumber Parcels 1, 1A, 8, 8A, and 8B, and Vacated St. Jean Street that restricts the removal of the St. Jean Barrier without the prior approval of the City, the substance of which is set forth on Exhibit F-3 attached hereto, and which shall be included in the quit claim deed for each such Parcel.

"Baseline Environmental Assessment" has the meaning given to it pursuant to MCL § 324.20101(1)(f).

"BEA" means Baseline Environmental Assessment.

"Berm" means that certain earthen berm generally situated west of the Mack Plant Property, immediately to the west of St. Jean Street, between East Warren Avenue and Mack Avenue.

"Berm RFP" means BP-2018-LA-001-Soil Removal, Disposal and Remediation Work associated with DBRA Land Assembly Project dated December 21, 2018.

"Berm Work" means the base scope of work described in the Berm RFP.

"Brownfield Plan" means that certain brownfield plan made pursuant to Act 381 authorizing DBRA to capture and retain tax increment revenues (as defined in Act 381) of certain eligible property (as defined in Act 381) (which Brownfield Plan shall include the Mack Plant Property, and which Brownfield Plan shall provide for the recovery of costs related to eligible activities (as defined in Act 381) at the Mack Plant Property, and the DBRA Bonds).

"Certificate of Completion" means that certain instrument to be issued by DBRA pursuant to Section 10.01.

"Certificate of Fulfillment" means a closing certificate in the form attached hereto as **Exhibit 1.01(1)**.

"City" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"City/DBRA Liability" means financial liability of the City and/or DBRA to FCA as a result of (a) an award of monetary damages for the City's and/or DBRA's breach of its obligations hereunder in accordance with the procedures set forth in Section 13.10 or (b) FCA's exercising its indemnification rights pursuant to Section 7.02(i).

"City/DBRA Liability Escrow" has the meaning assigned to such term in Section 12.04 of this Agreement.

"City/DBRA Liability Escrow Agreement" has the meaning assigned to such term in Section 12.04 of this Agreement.

"City Incentives Proposal" means that certain letter of March 6, 2019 from Detroit Economic Growth Corporation to Mr. Michael Manley, Chief Executive Officer, FCA, attached hereto as **Exhibit 1.01(3)**.

"City Loan" means the loan from the City to DBRA labeled "City Loan to Detroit Brownfield Redevelopment Auth (DBRA)" on the Sources and Uses Worksheet, payable by DBRA solely and exclusively from tax increment revenues received by the DBRA pursuant to the Brownfield Plan.

"City Property" shall have the meaning assigned to such term in Section 3.12.

"Claimant" means the Party demanding Small Claims ADR.

"Clean-up Criteria" means the nonresidential cleanup criteria under Part 201 of NREPA.

"Closing" or, collectively, "Closings" means the consummation of a Transaction or multiple Transactions, as applicable, as contemplated by this Agreement.

"Closing Date" and "Closing Dates" are those dates delineated immediately below.

Parcels 1 and 1A	***September 3, 2019***
Parcel 4	***October 1, 2019***
Parcel 6	***June 24, 2019***
Parcel 7A2	***September 12, 2019***
Parcel 7C	***July 30, 2020***
Parcels 8, 8A and 8B	***October 16, 2019***

Parcel 10	***the closing date therefor set forth in the PEA***
Parcel 12	***July 13, 2020***

"Community Benefits Agreement" means that certain agreement attached hereto as **Exhibit 1.01(4)**.

"Community Benefits Ordinance" means Ordinance No. 35-16, being Detroit City Code 14-12-1, *et seq*.

"Conceptual Site Plan" has the meaning assigned to such term in the recitals, as conceptually depicted on the attached **Exhibit B**.

"Conditions Precedent" means the FCA Conditions Precedent, together with the DBRA Conditions Precedent.

"Conditions Precedent Extension Date" means the date which is fifteen (15) days following the Outside Extension Date or such longer period of time that is acceptable to FCA.

"Conner Lane" means any section of the Conner Lane right of way that extends from the southern boundary of Mack Avenue to the northern boundary of Parcel 6, which, for the avoidance of doubt, shall include that portion of Conner Lane that extends from the northern boundary of Mack Service Road to the southern boundary of Mack Service Road.

"Contractor Warranties" means warranties from DBRA's contractors and subcontractors with respect to the Site Preparation Activities against defects in materials or workmanship.

"Contractual Obligation," as applied to any Person, means any provision of any material indenture, mortgage, deed of trust, contract, lease, license, undertaking, agreement or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

"Crown" means Crown Enterprises, Inc.

"Crown/FCA Letter Agreement" has the meaning assigned to such term in Section 3.12.

"DBRA" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"DBRA Access Agreement" means the agreement attached hereto as **Exhibit 1.01(2)**.

"DBRA Board" shall mean DBRA's Board of Directors.

"DBRA Bonds" means those certain bonds to be issued related to the Brownfield Plan.

"DBRA-City Payments" means debt service payments on the City Loan, payable by DBRA to the City (solely and exclusively from tax increment revenues received by the DBRA pursuant to the Brownfield Plan) in accordance with the terms of the City Loan.

"DBRA Closing Date" shall mean the closing date delineated in the acquisition agreement for each Private Parcel.

"DBRA Conditions Precedent" means those conditions listed in Sections 9.01 through 9.05 hereof.

"DBRA Environmental Activities" means DBRA's covenant and agreement, pursuant to Section 6.13(b) hereof and subject to any limitations expressly set forth in this Agreement, to undertake efforts to cause the Parcels to be deliverable to FCA in a condition that is compatible or consistent with the Clean-up Criteria for the uses identified in the Development Plan following Site Preparation Activities, subject to engineering and/or institutional controls that may be appropriate and relied upon to allow such uses.

"DBRA Obligations Under Environmental Laws" means: (a) DBRA's due care obligations during DBRA's ownership of Parcels which are applicable to DBRA's Site Preparation Activities; (b) any DBRA obligation to remove known underground storage tanks from a Parcel during DBRA's ownership of the Parcel; (c) DBRA's legal obligations, if any, to fund response costs for releases or exacerbation caused by DBRA's contractors during DBRA's due diligence and Site Preparation Activities, but only to the extent that such response costs are not covered by the contractor, its insurers or bondholders, and (d) any other obligations of DBRA that accrues under Environmental Laws within one (1) year of the date when DBRA takes title to a Parcel which both arises solely from DBRA's status as an owner of such Parcel and extends beyond the protection of a BEA, all of which shall be reflected in the Municipal Project Funds Budget, which shall be revised as necessary to provide appropriate amounts of the Municipal Project Funds to meet newly discovered obligations that accrue under items (c) and (d), as agreed upon between the parties acting reasonably. DBRA's Obligations Under Environmental Laws do not include obligations associated with items (b) and (d) above for any Parcels owned or operated by the City, DBRA or the Detroit Land Bank Authority as of February 26, 2019.

"Declined Parcel" means any Parcels for which FCA declines to take title pursuant to Section 3.01, Section 3.05, Section 6.02, Section 6.09(c), Section 6.16 or Article VIII hereof.

"Defective Article VI Performance" means FCA's determination, in FCA's sole and absolute discretion, that DBRA's performance of its covenants, obligations and duties in Article VI of this Agreement is not in conformance with this Agreement inclusive of Article VI hereof.

"Delayed Acquisition" means the occurrence of a delay in the DBRA Closing Date beyond the transaction schedule contemplated by the pending agreement, due to the default of the seller or transferor of such Private Parcel of seller's or transferor's obligations under DBRA's agreement to acquire such Private Parcel, or such other actions of the seller or transferor that delay the acquisition beyond the transaction schedule contemplated by the pending agreement, or due to the Event of Default of FCA in the timely performance of FCA's obligations under this Agreement with respect thereto, provided that DBRA shall have provided Notice to FCA identifying the causal link between seller's, transferor's or FCA's Event of Default, as applicable, and the delay in the DBRA Closing Date; and further provided, however, in no event shall the

City and/or DBRA's acts or omissions that delay a DBRA Closing Date constitute or be characterized under this Agreement as a Delayed Acquisition.

"Delayed Article VI Performance" means FCA's determination, in FCA's sole and absolute discretion, that DBRA's performance of its covenants, obligations and duties in Article VI of this Agreement is not being timely performed such that DBRA will not comply with the Closing Dates set forth in the Parcel Worksheet.

"Delinquent Parcel" means any Parcel with respect to which DBRA fails to complete any Identified Obligations by the applicable Closing Date, as may be extended by FCA or as extended in accordance with the express terms and conditions of this Agreement, for such Parcel, in accordance with the covenants and agreements set forth in Section 3.05 and Article VI hereof.

"DESC" shall mean Detroit Employment Services Corporation.

"Detroit Land Bank Authority" or "DLBA" shall mean the Detroit Land Bank Authority, a Michigan public body corporate.

"Detroit Residents" means City of Detroit residents.

"Development Plan" has the meaning assigned to such term in the recitals.

"Direct Transfer Parcels" means any Parcel conveyed directly to FCA as grantee in lieu of any deed to DBRA, at DBRA's election, but subject to FCA's prior written approval in its sole and absolute discretion, which shall include Parcel 6 and Parcel 10.

"Disputes" means any and all disputes, claims or controversies arising out of or relating in any way to this Agreement or the interpretation, application, enforcement, breach, termination or validity thereof (including any claim of inducement of this Agreement by fraud and including determination of the scope or applicability of this Agreement to arbitrate) or its subject matter.

"DNR" means Michigan Department of Natural Resources.

"DPD Security Agreement" means the agreement to be entered into between FCA and the City in substantially the form attached hereto as **Exhibit 1.01(10)**.

"DTE Sliver" means that portion of the real property with a tax identification number of Ward 21 No. 046424.001 and commonly known as 4605 Conner, situated between Parcel 4 and Parcel 6 and as generally depicted on the Parcel Worksheet.

"Due Diligence" means any and all activities necessary to fulfill the covenants and agreements contained in this Agreement and to undertake the Project, including without limitation, environmental assessments and investigations, invasive testing (including without limitation Phase II testing), appraisals, engineering and utility studies and any other studies or investigations to determine the suitability of each Parcel for the Project, including, without limitation, verification of availability of utilities, verification of zoning classification and availability of approvals from Governmental Authorities.

"Due Diligence Access Agreements" means those certain Right-of-Entry Agreements attached hereto as **Exhibit 1.01(5)** by and between FCA and the City, and FCA and DBRA, respectively.

"Early Start Agreement" shall mean any agreement in the form attached hereto as **Exhibit 3.10** by which FCA conducts pre-closing work on any Parcel.

"Effective Date" means the full execution of this Agreement by FCA, DBRA, and the City following approval of this Agreement, and authorization of the execution, delivery, and performance of this Agreement and the transactions contemplated hereby, by the DBRA Board and the Detroit City Council, which Detroit City Council approval shall be effective upon expiration of the applicable seven-day reconsideration period following approval by the Detroit City Council required under the City's Charter and ordinances.

"EGLE" shall mean the Michigan Department of Environment, Great Lakes, and Energy.

"Environmental Condition" means any Release or other event, circumstance and/or condition regulated by Environmental Laws existing at, on, in, under, or migrating to or from a Parcel or existing in the ambient air around the Parcel.

"Environmental Laws" means any federal, state, or local, law, regulation, rule, ordinance, standard, common law, Governmental Order, Permits, or Contractual Obligation: (i) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, public, human health or safety, or the environment (including ambient air, indoor air, soil, surface water or groundwater, or subsurface strata); (ii) concerning the presence of, exposure to, or the management, handling, manufacture, use, containment, storage, recycling, reclamation, reuse, distribution, control, treatment, generation, discharge, transportation, processing, production, Release, testing, labeling, cleanup, disposal or remediation of any noise or Hazardous Materials; or (iii) the management of soil, groundwater, storm water, surface water, or water quality, in each case, including the following (and their implementing regulations and any State of Michigan analogs, including but not limited to all Parts of the Michigan Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended ("NREPA")): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.; the Wayne County Storm Water Management Ordinance, 2006-1114A; the Wayne County Storm Water Management Administrative Rules, Resolution 2006-1114A; the Wayne County Storm Water Management Standards Manual; and the Wayne County Sewer Use Ordinance, 2010-682.

"Environmental SOW" means a scope of work for the DBRA Environmental Activities.

"ESA" means Environmental Site Assessment.

"Event of Default" means the occurrence or happening of any one or more of the events listed in Section 11.01(a) through 11.01(c) hereof, that is not cured within the applicable time period set forth in Section 11.01.

"Executive Orders" means City of Detroit Executive Orders No. 2014-5 and/or No. 2016-01 as in effect on the Effective Date.

"Expedited Approvals Process" means the process described on the attached **Exhibit 1.01(6)**.

"Failure to Disclose" has the meaning assigned to it in Section 13.20.

"Fair Market Value" means the fair market value of a Parcel as mutually agreed upon by DBRA and FCA. If DBRA and FCA are unable to agree upon the fair market value of a Parcel after good faith negotiations over a period of fifteen (15) days, then fair market value shall be determined by appraisal in accordance with the following procedure:

(i) DBRA shall select an appraiser (whose fee shall be paid by DBRA using the Municipal Project Funds) and FCA shall select an appraiser (whose fee shall be paid by FCA), both of whom shall be independent, qualified appraisers experienced in appraising property of the type and character of the Parcels and both of which shall independently conduct appraisals and issue appraisal reports setting forth their respective opinions as to the fair market value of a Parcel as encumbered and benefited by this Agreement.

(ii) If the higher of the two appraisals is within ten percent (10%) of the lower of the two appraisals, the fair market value of a Parcel shall be the average of the two appraisals.

(iii) If the higher of the two appraisals differs by more than ten percent (10%) of the lower of the two appraisals, the two appraisers shall jointly select a third independent qualified appraiser experienced in appraising property of the type and character of a Parcel (whose fee shall be shared equally by DBRA, using the Municipal Project Funds, and FCA) who shall independently conduct an appraisal and issue an appraisal report setting forth its opinion as to the fair market value of a Parcel. The fair market value of a Parcel shall be the amount determined by the appraisal of the first two appraisers which is closest in amount to the appraisal of the third appraiser or the average of the first two appraisals if the appraisal of the third appraiser is exactly the average of the first two appraisals.

"FCA" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"FCA Article VI Costs" means, in the event that FCA elects to perform DBRA's Article VI covenants, duties, and obligations pursuant to the terms of Subsection 6.14(a) hereof, all of FCA's costs and expenses in performing the same, including those costs and expenses arising from and related to the contracts assigned by DBRA to FCA, to the extent not already paid by DBRA.

"FCA Conditions Precedent" means those conditions listed in Sections 8.01 through 8.14 hereof.

"FCA Environmental Activities" means with respect to Parcel 6 and Parcel 10 only, FCA's efforts to cause Parcel 6 and Parcel 10 to be in a condition that is compatible or consistent with the Clean-up Criteria for FCA's uses identified in the Development Plan, including, but not limited to, the removal of known underground storage tanks, subject to engineering and/or institutional controls that may be appropriate and relied upon to allow such uses.

"FCA's Knowledge" means (i) actual knowledge of information included in any report or investigation in the possession of the below referenced representative**,** and (ii) the actual knowledge of Ben Monacelli (as to matters other than environmental matters) and Al Johnston (with respect to environmental matters only) and FCA represents that it has identified these representatives, using good faith efforts, as the representatives whose day-to-day responsibilities give them the most knowledge of the facts of FCA underlying FCA's representations and warranties, or any successor to Ben Monacelli and/or Al Johnston identified by FCA who meets the foregoing requirements. For the avoidance of doubt, no representative whose knowledge comprises part of FCA's Knowledge shall be personally liable under this Agreement.

"Final Closing Certification" means the certification and acknowledgement by FCA that DBRA and the City have satisfied all obligations under this Agreement related to the Parcels, except for those obligations under this Agreement that explicitly survive the termination of this Agreement.

"Force Majeure" means, with respect to any Person, any strike, picket line, boycott effort, fire, flood, freeze, accident, war (whether or not declared), revolution, riot, insurrection, act of God, act of any public enemy, scarcity or rationing of gasoline or other fuel or vital products, or other event which is reasonably beyond the control of such Person, including, without limitation, the applicability of Frost Laws, inadequate or no responses to RFPs within the proposed RFP timeline, and a contractor's default under its contract through no fault of DBRA and/or the City, provided that DBRA has taken commercially reasonable actions required to enforce such contracts, which Force Majeure event shall be identified in a Notice to the parties to this Agreement.

"Frost Laws" means the seasonal weight and/or speed restrictions, if any, imposed by a Governmental Authority relative to a particular Parcel and any rights of way in relation to which work on that Parcel depends.

"Grant of Rights" shall mean a recordable and insurable instrument conferring on DBRA the same reversionary rights as to any Direct Transfer Parcel as apply to other Parcels under this Development Agreement in the form attached hereto as Exhibit **3.03(a)**.

"Governmental Authority" means any federal, state, local or foreign government or political subdivision thereof, or any department, commission, board, bureau, agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-Governmental Authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any

arbitrator, court or tribunal of competent jurisdiction or the plural thereof as "Governmental Authorities".

"Governmental Order" means any order, writ, judgment, injunction, decree, stipulation, agreement, determination or award entered by or with any Governmental Authority.

"Great Lakes Water Authority Parcel" shall mean that portion of the current tax parcels commonly known as 1900 Freud and 11900 East Jefferson in Detroit, Michigan to be included in Parcel 12.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, pesticide, pollutant, contaminant, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or manmade, that is hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under any Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation and polychlorinated biphenyls.

"Identified Obligations" means the collective obligations set forth in and subject to Subsections 3.04 of this Agreement.

"Incentives" means the incentives identified in City Incentives Proposal, together with State Incentives.

"Incremental Consideration" has the meaning assigned to such term in Section 3.12.

"Independent Accounting Firm" means a third-party accounting firm that is mutually acceptable to the parties.

"Interim Parcel" means a temporary parcel identified by DBRA that is acceptable to FCA in FCA's sole and absolute discretion.

"Interim Parcel Lease" means the form of lease to be agreed upon between the City, DBRA, and FCA, it being the intent of the parties to work in good faith to agree upon such form no later than seven (7) days after the Effective Date, in which event such form shall be attached hereto as **Exhibit 1.01(7)**.

"Invalid Assessment" means any environmental assessment which is no longer valid or will no longer be valid by a Closing Date, as determined pursuant to the ASTM e1527-13 Standard for Phase I Environment Site Assessments.

"JNAP" has the meaning assigned to such term in the recitals.

"JNAP Plant Property" has the meaning assigned to such term in the recitals.

"JNAP Retooling Project" has the meaning assigned to such term in the recitals.

"Law" or "Laws" means any and all applicable laws, ordinances, regulations, statutes, rules, covenants, and restrictions, including but not limited to any and all applicable Environmental Laws.

"Liability" means any liability, debt, obligation, commitment, deficiency, interest, tax, penalty, fine, claim, demand, judgment, cause of action, or other loss (including loss of benefit or relief), cost or expense of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, whether related or unrelated to the Parcels, whether disclosed or not on the Exhibits attached hereto, whether due or to become due and regardless of when or by whom asserted, and any cost or expense (including any attorneys' fees) relating thereto.

"Lien" means, with respect to each of the Parcels, any lien, mortgage, pledge, security interest, charge or encumbrance of any kind, whether voluntary or involuntary (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest).

"Losses" means, collectively, losses claims, damages, demands, costs, and expenses (including reasonably and actual fees and expenses of counsel).

"Mack Assembly Plant" has the meaning assigned to such term in the recitals.

"Mack Plant Property" has the meaning assigned to such term in the recitals.

"MEDC" means Michigan Economic Development Corporation.

"Monitoring Investment Value" shall mean Fifty-Seven Million Four Hundred Thousand and No/100 Dollars ($57,400,000), less any amounts for which the Municipal Project Funds are used as consideration in place of exchange property in order to consummate an acquisition pursuant to any Private Parcel acquisition or property exchange agreement, pursuant to and in accordance with the terms of Section 3.04 with respect to a modification to the Municipal Project Funds Budget to account for additional cash substitutes for land exchanges.

"Monitoring Termination Date" means the earliest of (i) the date on which the cumulative Annual City Revenue stated in all Annual City Revenue Reports equals or exceeds the Monitoring Investment Value; or (ii) twenty nine (29) years from the date of submission by the City of the first Annual City Revenue Report to the Detroit City Council.

"MOU" means that certain Memorandum of Understanding relative to the Project and the JNAP Retooling Project, executed by the City, FCA, and DBRA effective February 26, 2019.

"MSF Investment Agreement" means the funding agreement pursuant to which the Michigan Strategic Fund disburses the portion of the Municipal Project Funds identified on the Sources and Uses of Funds Worksheet as requiring Michigan Strategic Fund approval.

"Municipal Project Funds" means the funding in the amount of One Hundred Seven Million Five Hundred Ninety Thousand and 00/100 Dollars ($107,590,000.00) identified in the Sources and Uses of Funds Worksheet to fund DBRA's obligations under this Agreement,

including without limitation the acquisition of the Parcels and the Site Preparation Activities. For the avoidance of doubt, references herein to the Municipal Project Funds shall mean the portion thereof available at any given time based on the schedule and milestones set forth in the Sources and Uses of Funds Worksheet.

"Municipal Project Funds Budget" has the meaning assigned to such term in the penultimate paragraph of Section 3.04.

"Municipal Project Fund Limit" or "MPF Limit" means a limit equal to the Municipal Project Funds not yet expended, minus amounts necessary for DBRA Obligations Under Environmental Laws.

"Net Cash Proceeds" means the purchase price received by FCA for a Parcel under the terms of Section 7.03(m), net of the Parcel Capital Expenses and net of all closing costs, prorations and other fees and expenses paid by FCA in connection with such sale.

"Net New City Property Taxes" means ad valorem property taxes paid on account of City tax levied and attributable to the increase in the taxable value of applicable property after the Effective Date, net of abatements and property tax revenues captured by the DBRA.

"New Employee" means an employee of FCA or of a supplier of FCA who was not employed as an employee of FCA or of a supplier of FCA prior to the Effective Date, regardless of where such employee resides.

"Notice" means any notice, claim, demand or other communication to be given or delivered under or by reason of the provisions of this Agreement.

"Operations Notice" means the Notice to be provided by FCA to DBRA when FCA certifies that it has commenced vehicle production at the Mack Assembly Plant.

"Operative Certificate of Occupancy" means a temporary certificate of occupancy with respect to the Mack Plant Property and Parcels1, 1A, 8, 8A and 8B.

"Outside Extension Date" means the date which is fifteen (15) days following the applicable Closing Date for a Parcel or such longer period of time that is acceptable to FCA.

"PA 198 Abatement" means the establishment of an industrial development district under Act 198 and the approval of an application for an industrial facilities exemption certificate providing the Mack Plant Property and the JNAP Plant Property with fifty (50) percent tax abatement for a period ending twelve (12) years after completion of construction of all Project facilities, as contemplated by the City Incentives Proposal.

"PA 198 Abatement Agreements" means those certain agreements governing the terms of the PA 198 Abatement, which agreements are attached hereto as **Exhibit 1.01(8)**.

"Parcel" and "Parcels" have the meanings assigned to such terms in the recitals. For the avoidance of doubt, the definitions of "Parcel" and "Parcels" shall include, as applicable, but

shall not be limited to “Private Parcels,” “Sub-Parcels,” “ “Substitute Parcels,” “Interim Parcels,” and “Direct Transfer Parcels.”

“Parcel 2A” means the tax parcel commonly known as 12802 Kercheval, Detroit, Michigan.

“Parcel 10” means the tax parcel commonly known as 12141 Charlevoix, Detroit, Michigan.

“Parcel 12 Option” means the option to repurchase Parcel 12 at Fair Market Value per the terms of Section 7.03(n).

“Parcel Capital Expenses” means those amounts FCA has expended in connection with capital projects improving any Parcel.

“Parcel Due Diligence Period” means the period beginning when FCA is provided with access to a particular Parcel and ending on the date which is seven (7) days prior to the Closing Date applicable to such Parcel.

“Parcel Worksheet” has the meaning assigned to such term in the recitals.

“PEA” means the Property Exchange Agreement among the City, DBRA and Crown, described in Section 3.12 of this Agreement.

“Performance Escrow” means the performance escrow to be held by a third-party escrow agent selected by FCA and reasonably acceptable to DBRA pursuant to the terms of Section 6.14(b) of this Agreement.

“Permanent Plant Shutdown” means, for purposes of Subsection 7.03(n), a complete cessation of manufacturing operations at the Mack Assembly Plant for a period of sixty (60) consecutive months, unless FCA has given the City a Notice prior to the expiration of this sixty (60) month period of FCA’s good faith intent to recommence manufacturing operations at the Mack Assembly Plant within this sixty (60) month period or within a period of twenty-four (24) months thereafter, and to the extent such Notice has been provided by FCA there shall be no “Permanent Plant Shutdown” under Subsection 7.03(n).

“Permits” means all permits, licenses, franchises, approvals, certifications, consents, authorizations, registrations, certificates, accreditations, variances, construction/building permits, waivers and other similar rights issued, granted, given or otherwise made available by, or under the authority of, any Governmental Authorities or pursuant to any Law.

“Permitted Exceptions” means those title and/or Survey matters not objected to by FCA (or waived in writing by FCA) pursuant to the terms of Section 6.02 of this Agreement, together with the Grant of Rights and Barrier Restriction.

“Permitted Transfers” means the assignment of this Agreement and/or transfer of any Parcel to: (i) a parent, subsidiary, affiliate, or successor (by merger, consolidation, transfer of assets, assumption or otherwise, provided however with respect to any successor, a transfer of

substantially all of the assets) of FCA; (ii) an entity which purchases (a) substantially all of the interests in, or assets of, an operating division, group, or department of FCA or (b) the majority of FCA's business conducted at the Mack Assembly Plant; (iii) an entity which acquires a majority or controlling interest in FCA; (iv) the entity or entities created by the division of FCA into one or more separate corporations, general partnerships, limited partnerships, limited liability companies, or other form of business entity; (v) any affiliated or successor entity of FCA in connection with the public offering of the stock of FCA; and (vi) any entity created in connection with the "spin-off" of an operating division, group, or department of FCA. "Person" means an individual, corporation, partnership, limited liability company, trust, organization, association, governmental body or agency or other entity.

"Pre-Closing Environmental Liability" means any Liability, including investigation, cleanup, containment, remediation, response activities, penalties, fines, personal injury, property damage or natural resource damages, or costs otherwise arising under Environmental Laws, related to the Release or presence of Hazardous Materials, on, in, under, or migrating to or from the air, soil, groundwater, surface water, sediments or other environmental media at the Parcels or any other act or omission occurring or existing, whether known or unknown, prior to the Closing Date regarding a particular Parcel.

"Previously Received Commitments" means those certain Title Insurance Commitments that have been provided by DBRA to FCA as of the Effective Date."Previously Received Surveys" means those certain Surveys that have been provided by DBRA to FCA as of the Effective Date.

"Private Parcel Due Diligence Access Agreements" means those certain agreements between FCA and the owners of Private Parcels.

"Private Parcels" means any Parcels or Sub-Parcels delineated on the Parcel Worksheet and not owned by the City or DBRA as of the Effective Date hereof.

"Production Jobs" means entry-level production operator job openings at the Mack Assembly Plant.

"Project" means the renovating and retrofitting of the Mack Plant Property, and FCA's development of the Parcels for those uses identified in the Development Plan which will support the operation of the Mack Assembly Plant.

"Project Completion Date" means December 31, 2022.

"Project Data" means the information described in Exhibit 10.04.

"Project Data Report" means a report in the form attached as Exhibit 10.04.

"Project Default" means FCA not delivering an Operations Notice pursuant to Section 10.01 on or before the Project Completion Date, or such later date in accordance with Subsection 7.03(b)(i) hereof, as determined by a binding, non-appealable determination in arbitration in accordance with the terms of Section 13.10 that a Project Default has in fact occurred.

"Purchase Price" means One and 00/100 Dollar ($1.00) multiplied by the number of acres (and any fraction thereof) which shall comprise the Parcel, less easements and rights-of-way in favor of third parties other than public utilities, and other valuable consideration. The number of acres (and any fraction thereof) which shall comprise a Parcel shall be as determined by, and certified in, the Survey in respect thereof.

"RCRA" means the Resource Conservation and Recovery Act.

"Real Property Equivalent" means real property situated in the City of Detroit owned by the City, DBRA or DLBA that is mutually acceptable to the City or DBRA and FCA, the value of which is equivalent to no less than the amount necessary to satisfy a City/DBRA Liability in lieu of satisfying such City/DBRA Liability with DBRA-City Payments (and not to exceed Three Million and No/100 Dollars ($3,000,000.00) in the aggregate), and the transfer of which shall be for nominal monetary consideration (the actual consideration of which is derived from and constitutes the satisfaction of an FCA damages claim under this Agreement). For purposes of a Real Property Equivalent acceptable to DBRA or the City, DBRA or the City may consider the value, location and/or use of the subject property, among other factors. The transfer of such Real Property Equivalent shall be pursuant to and in accordance with and subject to the terms and conditions contained in Section 3.08, Section 6.01, Section 6.02 and Section 6.09. FCA's rights in relation to any Real Property Equivalent shall be non-assignable other than to its successor or assign under a Permitted Transfer.

"Release" and "Released" has the meaning given to it pursuant to MCL § 324.20101(pp).

"Representation Matter" has the meaning assigned to it in Section 13.20.

"Response" means the written response inclusive of any counter-claim to be served by the Respondent in a Small Claims ADR pursuant to Section 13.10 hereof.

"Respondent" means the Party which did not demand Small Claims ADR pursuant to Section 13.10 hereof.

"Rezoning Deadline" means June 15, 2019, except that as to Parcel 1A and 2115 St. Jean, "Rezoning Deadline" means September 24, 2019.

"Rezoning Requirements" means the following with respect to the following Parcels:

Parcel 1: M2

Parcel 1A: M2

Parcel 8: M2

Parcel 8A: M2

Parcel 8B: M2

"Sellers" has the meaning assigned to such term in the introductory paragraph of this Agreement.

"Sellers' Knowledge" or "Knowledge" as it relates to DBRA or the City, depending on usage, means (i) actual knowledge of information included in any report or investigation in the possession of the below-referenced representative, (ii) with respect to the City only, the actual knowledge of the Deputy Director of the City of Detroit Buildings, Safety Engineering and Environmental Department, and the General Manager of Environmental Affairs, City of Detroit Buildings, Safety Engineering and Environmental Department, and the City represents that it has identified these representatives, using good faith efforts, as the representatives whose day-to-day responsibilities give them the most knowledge of the facts of the City underlying the City's representations and warranties; and (iii) with respect to DBRA only, the actual knowledge of Kenyetta Bridges, as Authorized Agent of DBRA and DBRA represents it has identified this representative, using good faith efforts, as the representative of DBRA whose day-to-day responsibilities give her the most knowledge of the facts of DBRA underlying DBRA's representations and warranties or any successor to Kenyetta Bridges identified in writing by DBRA who meets the foregoing requirements. For the avoidance of doubt, no representative whose knowledge comprises part of Sellers' Knowledge shall be personally liable under this Agreement.

"Site Preparation Activities" means those site preparation activities applicable to a Parcel delineated on the worksheet for such Parcel, said worksheet being attached hereto as **Exhibit 1.01(12)**, subject to prohibitive Permitted Exceptions, engineering and/or institutional controls recorded in the Wayne County Register of Deeds Office, and any additional written mutually agreed upon engineering and/or institutional controls.

"Small Claims" means claims between any of the parties hereto for damages that are not, greater than One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) individually.

"Small Claims ADR" means the mandatory method, pursuant to the terms of Subsection 13.10(b) hereof, for resolving Small Claims.

"Sources and Uses of Funds Worksheet" means the worksheet attached hereto as **Exhibit 1.01(13)**, which worksheet details the sources and uses of the Municipal Project Funds and the amount of the Municipal Project Funds to be obtained from each source, the commitment date for each source of the Municipal Project Funds, the date that each source of the Municipal Project Funds shall be distributable to DBRA following all required approvals, and any restrictions and/or conditions on the use of each source of the Municipal Project Funds.

"St. Jean Street" means that section of the St. Jean Street right of way that extends between Parcels 1, 1A, and 8 on the west and the Mack Plant Property and the JNAP Plant Property on the east, generally from the southern boundary of East Warren Avenue to the northern boundary of the first alley north of Mack Avenue and from the southern boundary of Mack Avenue to the northern boundary of Kercheval Avenue, as well as those partial sections of the East Vernor Highway, Charlevoix Street, Goethe Street, and East Canfield Street rights of way that extend from the west line of the St. Jean Street right of way to the east line of the first north-south alley west of St. Jean.

"St. Jean Barrier" means that barrier to be constructed by DBRA generally on the western boundaries of Parcels 1, 1A, 8, 8A, and 8B, and/or Vacated St. Jean Street to replace the earthen berms currently improving Parcel 1 and Parcel 8.

"State" means the State of Michigan.

"State Incentives" means that portion of the incentives set forth in the State Incentives Proposal which is being issued to FCA by the State of Michigan through its Michigan Strategic Fund and subject to the approval of the Michigan Strategic Fund board.

"State Incentives Proposal" means that certain letter of March 15, 2019 from MEDC to Mr. Michael Manley, Chief Executive Officer, FCA, attached hereto as **Exhibit 1.01(14)**.

"Sub-Parcel" means any individual tax parcels that comprise a particular Parcel or Parcels.

"Substitute Parcel" means a substitute parcel to be identified by DBRA, which is acceptable to FCA in FCA's sole and absolute discretion.

"Survey" means a current ALTA/NSPS as-built plat of survey of a particular Parcel to be prepared by a licensed Michigan surveyor. For the avoidance of doubt, the definition of "Survey" includes all "Previously Received Surveys."

"Then Remaining Municipal Project Funds" means that portion of the Municipal Project Funds not yet expended or committed pursuant to an executed contract in accordance with the Municipal Project Funds Budget; provided however the parties acknowledge and agree that the term "Municipal Project Funds" as used in the definition of "Then Remaining Municipal Project Funds" shall equal One Hundred Seven Million Five Hundred Ninety Thousand Dollars ($107,590,000).

"Title Defects" means any objection by FCA to DBRA of title to the Parcel, including any matters of Survey pursuant to the terms of Section 6.02 hereof.

"Title Insurance Commitment" means a commitment to issue to FCA an ALTA fee owner's policy of title insurance with respect to a particular Parcel which is to be sold and purchased at a Closing on the Closing Date, which commitment shall be issued by the Title Insurance Company, and which commitment shall bear an effective date after the Effective Date. For the avoidance of doubt, the definition of "Title Insurance Commitment" includes all "Previously Received Commitments."

"Title Insurance Company" means Amrock, Inc., as agent for First American Title Insurance Company, or such other title company as determined by FCA.

"Title Insurance Policy" means an owner's policy of title insurance to be issued to FCA pursuant to the terms of Section 6.01 hereof.

"Title Objection Letter" means the Notice to be provided by FCA to DBRA of any Title Defects pursuant to the terms of Section 6.02 hereof.

"Title Review Date" means the date which is twenty (20) business days after FCA's receipt of the Title Insurance Commitment for a particular Parcel, including legible copies of the instruments of record referred to therein, and the related Survey, whichever shall last occur, but in no event earlier than twenty-five (25) business days after the Effective Date and provided that FCA has been given prior written notice of the date by which DBRA must make its title and/or survey objections for any Private Parcel, then no later than three (3) business days before DBRA must make objections to title and/or survey matters pursuant to the terms of its agreements with third-parties to acquire any Private Parcel.

"Transaction" means the purchase and sale of a particular Parcel pursuant to the terms of this Agreement.

"UAW Candidates" means certain individuals in accordance with the UAW Contract.

"UAW Contract" means the existing or any future collective bargaining agreement between FCA and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

"Vacated St. Jean Street" means that portion of St. Jean Street in which title vests in the City or DBRA following its vacation by act of the Detroit City Council.

"VEVRAA" means the Vietnam Era Veterans Readjustment Assistance Act.

"Warranty Period" means at least two (2) years from the date of substantial completion of all of the Site Preparation Activities for each Parcel, or any longer warranty period under any warranties or guarantees obtained from any contractors or subcontractors.

"Working Group Protocol" means that certain meeting protocol between FCA, DBRA and the City as delineated and set forth in Section 3.04.

ARTICLE II

MEMORANDUM OF UNDERSTANDING

2.01 Memorandum of Understanding. Effective February 26, 2019, the City, FCA, and DBRA executed the MOU relative to the Project and the JNAP Retooling Project. Pursuant to the terms of the MOU:

(a) DBRA entered into binding agreements to acquire all Private Parcels;

(b) DBRA and FCA agreed upon the Development Plan;

(c) DBRA and FCA agreed upon the Parcel Worksheet;

(d) DBRA and FCA agreed upon the Site Preparation Activities;

(e) DBRA and FCA agreed upon a joint assessment process to review any Phase I reports, Phase II scopes of work, brownfield plans and remediation work plans, as

required to address environmental conditions consistent with FCA's anticipated non-residential use of the Parcels;

(f) DBRA and FCA agreed upon the Sources and Uses of Funds Worksheet;

(g) DBRA commenced the Berm Work pursuant to the Berm RFP and DBRA has completed the Berm Work as of the Effective Date;

(h) The City completed the process under the Community Benefits Ordinance related to the Project, and the City and FCA entered into or contemporaneously herewith shall enter into the Community Benefits Agreement;

(i) The City and FCA entered into or contemporaneously herewith shall enter into the PA 198 Abatement Agreements;

(j) DBRA and the City began Due Diligence and DBRA provided FCA with the Previously Received Commitments and Previously Received Surveys;

(k) Sellers and FCA entered into or contemporaneously herewith shall enter into the DPD Security Agreement;

(l) DBRA has secured all Approvals, and has obtained any further approvals, necessary for the Municipal Project Funds to be issued for the Project (with the exception of the $27.5 million portion of the Municipal Project Funds requiring approval of the Brownfield Plan and the $2 million in EGLE grant dollars requiring approval of the applicable work plan);

(m) The Michigan Strategic Fund approved the State Incentives and the portion of the Municipal Project Funds identified on the Sources and Uses of Funds Worksheet both as requiring Michigan Strategic Fund approval;

(n) FCA has proposed methods and a plan of alternative compliance and justifications for the need to comply alternatively pursuant to the requirements of Section 56-3-101 *et. seq.* of the Detroit City Code (commonly known as Post-Construction Storm Water Ordinance), which plan is attached hereto as **Exhibit 2.01(N)**, the basis of design set forth therein constituting acceptable alternative compliance pursuant to such Section and having been approved by the Detroit Water and Sewerage Department, such that there shall be no imposition of fines or penalties so long as there is no deviation between final construction drawings and such plan's basis of design;

(o) The City established the Expedited Approvals Process;

(p) FCA received conditional site plan approval of the Mack Assembly Plant;

(q) FCA and the City, through the City of Detroit Building, Safety Engineering & Environmental Department, and FCA and DBRA, respectively, agreed upon the Due Diligence Access Agreements; and

(r) The Detroit City Council approved the following:

(i) the vacation of St. Jean Street, with no further required action by Detroit City Council in connection therewith;

(ii) the PA 198 Abatement Agreements;

(iii) the Community Benefits Agreement;

(iv) the agreement by and between DBRA and the City providing for the transfer of all City-owned Parcels to DBRA for purposes of the Project;

(v) the agreement by and between DBRA and the Detroit Land Bank Authority providing for the transfer of all Detroit Land Bank Authority-owned Parcels to DBRA for purposes of the Project;

(vi) the agreement by and between DBRA and the City providing for the transfer to DBRA of that portion of the Municipal Project Funds for which the City is identified as the source in the Sources and Uses of Funds Worksheet, excepting any funds requiring the approval of the Brownfield Plan;

(vii) any other agreement for which the exchange of City or Detroit Land Bank Authority owned property is required to acquire Private Parcels; and

(viii) any other agreements or requirements determined by FCA or DBRA to be reasonably necessary to facilitate FCA's pursuit of the Project or DBRA's satisfaction of its obligations under this Agreement; and

(s) The Rezoning Requirements have been referred to Detroit City Council by the City of Detroit Planning Commission, provided, however, notwithstanding the foregoing, the Rezoning Requirements for Parcel 1A and 2115 St. Jean shall follow in a second petition, which is anticipated to be referred to the Detroit City Council by the City of Detroit Planning Commission by no later than July 18, 2019.

2.02 MOU Termination. As of the Effective Date of this Agreement, the MOU is hereby terminated and all rights, liabilities, and obligations of the City, DBRA, and FCA with respect to the matters contained in the MOU shall henceforth be governed by this Agreement.

ARTICLE III

SALE AND PURCHASE OF PARCELS

3.01 Purchase of Private Parcels by DBRA. As of the Effective Date, DBRA has entered into binding acquisition agreements in consultation with FCA to acquire all Private Parcels and all acquisition agreements for Private Parcels (except those agreements pertaining to properties in Parcels 1, 1A, 8, 8A and 8B) with respect to such Private Parcels shall (i) have imposed a minimum title review period of at least fourteen (14) days, and (ii) as to any Direct Transfer Parcel, have permitted DBRA to designate FCA as the grantee in lieu of any deed to DBRA, at DBRA's election, but subject to FCA's prior written approval in its sole and absolute discretion. For the purpose of implementing the Project, if FCA does not first terminate its rights and

DBRA's obligations as to any Private Parcel pursuant to the terms of this Agreement, or DBRA's obligations are not otherwise terminated as to any Private Parcel under this Subsection 3.01, DBRA shall consummate the acquisition of the Private Parcels in accordance with this Agreement by the DBRA Closing Date, and shall timely complete all of Seller's Identified Obligations as applicable to each Private Parcel (provided the costs of such acquisitions and Identified Obligations do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), subject to Force Majeure and the provisions of Section 6.16 hereof relative to a Delayed Acquisition. Neither the City nor DBRA will enter into any amendments to such acquisition agreements or related property exchange agreements without the prior review and approval of FCA, which shall not be unreasonably withheld.

If within the inspection period applicable to the acquisition of any Private Parcel, DBRA determines that any costs or liability related to (i) the DBRA Environmental Activities or (ii) the DBRA Obligations Under Environmental Laws will result in expenditures of Municipal Project Funds beyond what is anticipated by the parties under the applicable Municipal Project Funds Budget, then DBRA shall provide Notice to FCA at least ten (10) business days prior to the expiration of the inspection period under the pending acquisition agreement, which Notice shall identify the date the inspection period shall expire under the applicable acquisition agreement and contain reasonably sufficient detail and explanation as to why the foregoing determination was made by DBRA. Upon delivery of such Notice, FCA shall provide written Notice to Sellers by the expiration of the inspection period under the applicable acquisitions agreement (1) directing Sellers to terminate such purchase agreement for the respective Private Parcel; or (2) directing Sellers to proceed to close and take the title to the subject Private Parcel and to use Municipal Project Funds in response to DBRA's obligations listed in items (i) or (ii) above, as evidenced by a revised Municipal Project Funds Budget reasonably acceptable to DBRA and FCA. If FCA does not timely send the foregoing Notice, then DBRA shall terminate said purchase agreement for the respective Parcel and such Parcel shall be deemed a Declined Parcel hereunder.

3.01 Closings. Closings for FCA's acquisition of each Parcel from DBRA shall occur in accordance with the schedule set forth in the Parcel Worksheet, subject to Force Majeure and the provisions of Section 6.16 hereof relative to a Delayed Acquisition, but only after each of the Conditions Precedent have been met or waived for such Parcel. Each Closing shall take place at the offices of Dickinson Wright PLLC or through an escrow closing with the Title Insurance Company. DBRA and FCA shall each approve and sign closing statements reflecting the economics of each Transaction, including applicable credits, charges and prorations.

3.03 Payment and Delivery. At each applicable Closing, FCA shall pay to DBRA the Purchase Price for a Parcel by delivery of immediately available funds against the execution and delivery by DBRA to FCA of:

(a) A quitclaim deed (relative to each Parcel that is not a Private Parcel, the Great Lakes Water Authority Parcel, or any Parcel that is part of Parcels 1, 1A, 3, 4, 8A, 8B and 12) and a covenant deed (relative to each other Private Parcel), each with a reverter or Grant of Rights for the benefit of DBRA pursuant to the terms and conditions hereof, subject only to the Permitted Exceptions, which quitclaim, covenant deeds and Grant of Rights shall be subject to FCA's prior review and approval. Notwithstanding the foregoing, FCA's acceptance of any

quitclaim deed shall be conditioned upon FCA receiving title insurance in the form and substance required under Sections 6.01 and 6.02. FCA acknowledges and hereby consents to DBRA's election to have the current third-party owners of any Direct Transfer Parcels provide a covenant deed (in form and substance acceptable to FCA) directly to FCA pursuant to the terms of the City and DBRA's agreement with such owners, in which event FCA shall, concurrently with FCA's receipt of such a deed at closing, deliver a recordable Grant of Rights for recordation with the Wayne County Register of Deeds Office, including a conveyance or transfer of title in the event of a Project Default under Section 11.03. The estate to be conveyed to FCA shall be deemed to be a determinable fee or, for any Direct Transfer Parcels, subject to the Grant of Rights in favor of DBRA providing for a conveyance or transfer of title in the event of a Project Default under Section 11.03, until the DBRA issues the Certificate of Completion in recordable form. Upon issuance of the Certificate of Completion, which FCA shall have the right to record with the Wayne County Register of Deeds Office, the possibility of reverter under DBRA's quit claim deeds to FCA or conveyance under the Grant of Rights retained by or granted to the DBRA for any Direct Transfer Parcels shall automatically expire as to all Parcels, and, thereafter, FCA shall hold fee simple title to all Parcels free and clear of such reversionary interests and grants;

(b) Such other instrument(s) of conveyance, transfer, assignment or authorization as FCA may reasonably request;

(c) An owners' affidavit with respect to the Parcel or other similar instrument in a form satisfactory to FCA, DBRA, and the Title Insurance Company that shall cause the Title Insurance Company to delete all of the standard exceptions to the applicable Title Insurance Policy;

(d) All information within the possession of DBRA or the City required for reporting purposes to the Internal Revenue Service or any other Governmental Authorities in connection with the Transaction; and

(e) Such other closing documents as are required or otherwise reasonably necessary and proper in order to consummate the Transactions as contemplated by this Agreement, including, without limitation, the documents required by Article VII below.

Upon completion of the Closing relative to any Parcel, FCA shall be entitled to, and shall receive from DBRA, sole and exclusive possession of such Parcel, subject to DBRA's rights to complete construction of the St. Jean Barrier as provided for in Section 7.03(e) hereof, pursuant to the terms of Section 6.15 hereof and following the full execution of the DBRA Access Agreement in substantially the same form attached hereto. Should the City or DBRA desire access to any Parcel following the Closing relative to such Parcel, FCA and the City or DBRA, as applicable, shall enter into the DBRA Access Agreement relative to such Parcel prior to any entry thereupon, and DBRA or the City, as applicable, shall be bound by the terms of Section 6.15 hereof.

3.04 Identified Obligations. Sellers shall perform and complete the following obligations, as applicable:

(a) [Intentionally Omitted].

(b) By no later than the respective Closing Dates for Parcels 1, 1A 8, 8A and 8B delineated on the Parcel Worksheet, as may be extended by FCA or as may be extended by the express terms and conditions of this Agreement, DBRA shall: (i) initiate and diligently proceed to complete all applicable Site Preparation Activities and DBRA Environmental Activities (except as to Vacated St. Jean Street, for which no such obligations shall be required); (ii) satisfy all other obligations of DBRA under Article VI hereof, all pursuant to and in accordance with the terms and conditions contained in this Agreement; (iii) along with the City, take any and all action legally required to transfer Parcels 1, 1A 8, 8A and 8B to FCA; and (iv) transfer Parcels 1, 1A 8, 8A and 8B to FCA, such that FCA has exclusive possession of, and fee simple title to, Parcels 1, 1A 8, 8A and 8B pursuant to a Title Policy in accordance with the term of Section 6.02. For clarity, those portions of Vacated St. Jean Street adjacent to the lot assemblages comprising Parcels 1, 1A 8, 8A and 8B shall be considered a part of Parcels 1, 1A 8, 8A and 8B, provided that, following the vacation of St. Jean Street, legal title to the portions of Vacated St. Jean Street described in the preceding sentence shall be conveyed to FCA by quit claim deed contemporaneously with the applicable Closings for Parcels 1, 1A 8, 8A and 8B, to the extent that legal title has not already vested in FCA by operation of law. The vacated streets, alleys, and rights-of-way shall be added to the Title Insurance Commitment and Survey for Parcels 1, 1A 8, 8A and 8B, as applicable, FCA shall have the opportunity to review and object to such Title Insurance Commitment and Survey pursuant to the terms of Sections 6.01 and 6.02 hereof, and legal title to such vacated streets, alleys, and rights-of-way resulting from such vacation shall be conveyed to FCA by quit claim deed contemporaneously with the Closing of the particular Parcel of which the vacated street, alley, or right-of-way is a part. The Title Policies for Parcels 1, 1A 8, 8A and 8B shall include such vacated streets, alleys, and rights-of-way pursuant to the terms contained herein. To the extent that any of Parcels 1, 1A 8, 8A and 8B are comprised of multiple Sub-Parcels, DBRA shall cause such Sub-Parcels to be combined prior to the applicable Closing, such that each of Parcels 1, 1A 8, 8A and 8B is a single tax parcel.

(c) By no later than the respective Closing Dates delineated on the Parcel Worksheet for all Parcels (other than Parcels 1, 1A 8, 8A and 8B), as may be extended by FCA or by the express terms and conditions set forth in this Agreement, DBRA shall: (i) close on the purchase of the Private Parcels, subject only to the provisions of Section 6.16 hereof relative to a Delayed Acquisition; (ii) complete all Site Preparation Activities with respect thereto (except as to Parcels 6 and 10, for which no such obligations shall be required) and complete all DBRA Environmental Activities with respect thereto; (iii) thereafter satisfy all other obligations of DBRA under Article VI hereof, all pursuant to and in accordance with the terms and conditions contained in this Agreement; and (iv) convey such Parcels to FCA, including the transfer of legal title by quit claim deed to FCA to any portion of a vacated street within such Parcels that has not already vested in FCA by operation of law. The vacated streets, alleys, and rights-of-way shall be added to the Title Insurance Commitment and Survey for the applicable Parcel(s), FCA shall have the opportunity to review and object to such Title Insurance Commitment and Survey pursuant to the terms of Sections 6.01 and 6.02 hereof, and legal title to such vacated streets, alleys, and rights-of-way resulting from such vacation shall be conveyed to FCA contemporaneously with the Closing of the particular Parcel of which the vacated street, alley, or right-of-way is a part. The Title Policies for all Parcels under this Subsection (c) shall include such vacated streets, alleys, and rights-of-way pursuant to the terms contained herein. To the extent that any Parcel is comprised of multiple Sub-Parcels, DBRA shall cause such Sub-Parcels to be combined prior to the applicable Closing, such that each Parcel is a single tax parcel. For

purposes of clarity, the foregoing covenants and obligations of DBRA are also applicable to Direct Transfer Parcels, other than with respect to Parcels 6 and 10 as expressly set forth in this Subsection 3.05(c).

(d) Intentionally Deleted.

(e) The City shall file a petition to cause the vacation of Conner Lane and shall use good faith efforts to effectuate the vacation, which vacation may require compliance with the condition of providing easements (which easements shall be reasonably acceptable to FCA) protecting the rights or property of the City, or any public utility held in Conner Lane, subject to Force Majeure, which for purposes of this Subsection 3.04(e) only shall include (i) Detroit City Council approval; (ii) the objections of impacted adjacent property owners and public utilities; and (iii) FCA's satisfaction with the terms of any easement for public utilities. Conner Lane shall be added to the Title Insurance Commitment and Survey for the applicable Parcel(s) and FCA shall have the opportunity to review and object to such Title Insurance Commitment and Survey pursuant to the terms of Sections 6.01 and 6.02 hereof. In the event of any vacation under this Section 3.04(e), legal title to vacated portions of Conner Lane shall be conveyed to FCA by quit claim deed by no later than the respective Closing Date delineated on the Parcel Worksheet for Parcel 4, if possible. In the event the vacation does not occur prior to the Closing Date, then the conveyance shall occur as soon after the Closing Date as is practicable.

Notwithstanding anything to the contrary herein, all Transactions under this Agreement are subject to: (i) DBRA's and the City's satisfaction of the obligations under Article VI; (ii) satisfaction of the Conditions Precedent; (iii) FCA's right to reject a Parcel and terminate its rights under this Agreement with respect to such Parcel (such that it becomes a Declined Parcel) per the terms and conditions hereof; and (iv) the generally applicable limitation that DBRA shall not be required to perform obligations under this Agreement that would cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit.

From and after the date of this Agreement, representatives from each of Sellers and FCA shall follow this protocol and meet at least weekly to (without limitation): (1) manage the Project; (2) review the status of the undertakings under this Agreement, including without limitation the Site Preparation Activities, and consultation and oversight regarding DBRA's utilization of the Municipal Project Funds to complete its obligations hereunder; (3) coordinate Due Diligence activities; (4) issue periodic progress reports; and (5) facilitate and coordinate such other matters as the parties shall desire in order to manage and execute the undertakings under this Agreement in an efficient, orderly, and timely manner (the foregoing known as the "Working Group Protocol"). With respect to the Working Group Protocol DBRA, the City, and FCA shall each designate a project representative, which project representative for FCA shall be Ben Monacelli, which project representative for the City shall be Dave Manardo and which project representative for DBRA shall be Kenyetta Bridges (or such other representatives as designated by the parties in writing) and each of the foregoing representatives shall have the authority to make all approvals required by this Section 3.04 and bind their respective entities thereto, subject to any required DBRA Board approvals, City approvals, and FCA approvals. Agreements reached between these project representatives that are evidenced by emails exchanged by these project representatives shall suffice to bind the parties as written approvals

that satisfy the terms and conditions of this Section 3.04, notwithstanding the terms of Section 13.03.

Within fifteen (15) days of the Effective Date, DBRA and FCA shall approve a budget detailing anticipated expenditures of the Municipal Project Funds (the "Municipal Project Funds Budget"), which Municipal Project Funds Budget shall guide DBRA's and FCA's review of the utilization of such Municipal Project Funds as described in Subsection (2) of the preceding paragraph. Following such approval of the Municipal Project Funds Budget or if available prior to such approval, DBRA shall thereafter submit to FCA (i) all contracts related to the Site Preparation Activities and DBRA Environmental Activities, (ii) any change orders to existing contracts, for FCA's prior written approval, which approval shall not be unreasonably withheld if such contracts or change orders conform to the Municipal Project Funds Budget and comply with the requirements of this Agreement, and (iii) a modification to the Municipal Project Funds Budget to account for additional cash substitutes for land exchanges. If FCA does not respond within seven (7) days of receipt and DBRA provides Notice of same, the Closing Date applicable to the Parcel to which such contract applies shall be tolled until FCA provides its written approval or DBRA and FCA agree in writing on a mutually acceptable alternative contract or change order. FCA's written approval shall further evidence its satisfaction that the submitted contract otherwise conforms to the Municipal Project Funds Budget and complies with the requirements of this Agreement. Until FCA terminates its rights as to any Parcel, DBRA shall be deemed to be making all expenditures of Municipal Project Funds in reliance on FCA's approval of expenditures. DBRA shall provide to FCA access to all books, records, contracts, and/or purchase orders with respect to expenditures of the Municipal Project Funds thereto and any other supporting documentation upon the reasonable request of FCA.

Neither the Municipal Project Funds Budget nor any other pertinent exhibit hereto, including, without limitation, the worksheet delineating the Site Preparation Activities, the Parcel Worksheet, or the Development Plan, may be modified by DBRA without the prior written approval of FCA.

3.05 Failure to Complete the Identified Obligations. In the event that any Parcel is deemed a Delinquent Parcel by FCA under this Agreement, then, in addition to FCA's right to deliver a Notice of Delayed Article VI Performance or Defective Article VI Performance in accordance with the terms of Section 6.14, but prior to the exercise of its other rights and remedies contained in this Agreement, which shall otherwise remain effective and available to FCA following exhaustion of this Section 3.05, FCA shall, have the right to exercise any one or more of the following options:

(a) to extend in writing the Closing Date by which DBRA must convey any Delinquent Parcel to FCA for a time period specified in writing by FCA in its sole and absolute discretion, which extension shall be irrevocable; or

(b) to continue the Project at the sole and absolute discretion of FCA without such Delinquent Parcel in exchange for DBRA's commitment to purchase and convey one or more Substitute Parcels to FCA pursuant to and in accordance with the terms and conditions contained in this Agreement, as evidenced by approval of the DBRA Board and Detroit City Council, as to either or both, only to the extent required by Law, at DBRA's sole cost and

expense using the Municipal Project Funds (provided the cost of such Substitute Parcel does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit and that portion of the Municipal Project Funds budgeted for Private Parcel acquisitions as identified in the Municipal Project Funds Budget), in which event FCA shall be deemed to have declined the Delinquent Parcel and thereby render such Parcel a Declined Parcel, and the Substitute Parcel(s) shall be substituted therefor; or

(c) to lease one or more Interim Parcels, as evidenced by approval of the DBRA Board and Detroit City Council, as to either or both, only to the extent required by Law, bylaws, or past practice, at DBRA's sole cost and expense using the Municipal Project Funds (provided the cost of such Interim Parcel does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit) until such time as the Delinquent Parcel is conveyed to FCA in accordance with the terms of this Agreement.

FCA and the DBRA shall work in good faith to agree upon and make available any Substitute Parcel(s) or Interim Parcel(s) within forty-five (45) days of FCA providing written Notice to DBRA of its election to pursue either a Substitute Parcel or Interim Parcel and pursuit of the same shall constitute a valid use of the Municipal Project Funds for purposes of this Agreement, provided that there is a corresponding change to the Municipal Project Funds Budget in accordance with the procedures set forth in Section 3.04. If the DBRA Board and, to the extent required, Detroit City Council approvals required are not complete within such forty-five (45) period, FCA may, in its sole and absolute discretion, (i) provide written Notice to DBRA of its election to extend the date by which the DBRA may secure such approvals or (ii) declare an Event of Default and proceed to exercise all other rights and remedies of FCA contained in this Agreement.

In the event DBRA cannot convey any Delinquent Parcel to FCA by any extended Closing Date granted by FCA in accordance with subsection 3.05(a), FCA may, in its sole and absolute discretion, (i) provide written Notice to DBRA of its election to further extend the Closing Date, or (ii) declare an Event of Default and proceed to exercise all other rights and remedies of FCA contained in this Agreement.

Any lease of an Interim Parcel shall be in the form of the Interim Parcel Lease as shall be modified as the parties deem appropriate, given the facts and circumstances applicable to the identified Interim Parcel, and any conveyance of a Substitute Parcel shall be conveyed to FCA in accordance with the terms of this Agreement, including, without limitation, DBRA's obligation to complete Site Preparation Activities (to be identified by FCA in its sole and absolute discretion at such time) with respect to such Substitute Parcel or Interim Parcel, provided that such Site Preparation Activities shall not exceed the standards set forth in **Exhibit 1.01(12)** and DBRA Environmental Activities required relative to such Parcel shall not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit. Notwithstanding anything to the contrary in this Agreement, if all of the Sub-Parcels comprising a Parcel cannot be purchased or delivered by DBRA, FCA shall, at its option, either (a) reject a conveyance of any or all the Sub-Parcels, in which event each rejected Sub-Parcel shall, at FCA's election, either become a Declined Parcel or become a Delinquent Parcel giving rise to remedies under this Section 3.05; or (b) take title to only those Sub-Parcels within the Parcel as FCA, in its sole and absolute discretion, elects to purchase.

3.06 Intentionally deleted.

3.07 Proration of Expenses. All transfer and conveyance taxes and recording fees by reason of the conveyances contemplated by this Agreement and all costs and expenses with respect to the ownership, occupancy, use and development of a Parcel prior to an applicable Closing, including real property taxes, utility charges and public water and sewer service with respect to such Parcel, shall be borne by DBRA, and DBRA shall pay in full and clear of record any and all blight violations with respect to such Parcel prior to Closing (provided that such foregoing costs with respect to any Private Parcels do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit); after the Closing such costs shall be borne by FCA; provided, however, that any costs (including public utility charges and fees) incurred by FCA prior to such Closing in connection with the conduct of its activities pursuant to any Early Start Agreement or Section 6.09 hereof shall be borne by FCA.

3.08 As-Is. Except as otherwise set forth in this Agreement, the Parcels will be sold, and at Closing FCA shall be deemed to have accepted the Parcels, in "AS IS, WHERE IS, WITH ALL FAULTS" condition on the Closing Date without reliance upon any representation, warranty or covenant whatsoever with respect to the physical condition, fitness for a particular use or economic viability, except for any representation and/or warranty of DBRA or the City made under this Agreement or any documents delivered by DBRA or the City under the terms of this Agreement or at a Closing. This Section 3.08 shall not prevent FCA's pursuit of any action against DBRA or the City for damages arising from a breach of DBRA's or the City's representations and/or warranties pursuant to Sections 4.01 and 4.02 of this Agreement, respectively, within five (5) years of the respective Closing Date for each Parcel, unless a Project Default first occurs, nor FCA's enforcement of the Contractor Warranties. Upon accepting the Parcels, and subject to the provisions of Sections 4.01 and 4.02 hereof, FCA shall hereby now and forever waive any and all claims related to any environmental conditions that the City or DBRA are otherwise not legally liable for pursuant to Environmental Laws. Upon accepting the Parcels, FCA hereby now and forever releases the City, DBRA, and the officials, employees, and agents of each (but not any third party) from any and all liability for any defects in or conditions of the Parcels, including but not limited to any surface, subsurface, latent or patent conditions whether naturally occurring or by action of any party, or conditions currently existing thereon.

3.09 Total Costs Not to Exceed Municipal Project Funds. Notwithstanding anything herein to the contrary, including in this Section 3.09, other than (i) a DBRA and/or City breach of any representation or warranty contained in this Agreement or any documents delivered by DBRA or the City under the terms of this Agreement or at a Closing, and (ii) the gross negligence, fraud or willful misconduct of the City and/or DBRA in the performance of their respective obligations under this Agreement, DBRA shall not be required to incur expenses in the performance of its obligations under this Agreement that are in excess of the Then Remaining Municipal Project Funds, except as expressly set forth herein, including without limitation, in Section 12.02, but in any event subject to the limitations set forth in Section 12.03(a). Following a DBRA Closing Date with respect to any Private Parcel and prior to any Closing Date with respect to any Parcel owned by the City or DBRA, in the event DBRA determines that the performance of its obligations under this Agreement will cause it to incur expenses that would exceed the Then Remaining Municipal Project Funds budgeted for that Parcel, including that portion of the Municipal Project Funds budgeted for any particular use

identified in the Municipal Project Funds Budget, it shall promptly provide Notice to FCA identifying those obligations and further identifying the extent to which the subject costs are anticipated to cause DBRA's costs to exceed the Then Remaining Municipal Project Funds for that Parcel. Upon delivery of such Notice, DBRA's obligations under this Agreement shall be tolled; provided that DBRA may elect to continue work on any such Parcel to the extent necessary to comply with DBRA's Obligations Under Environmental Laws, in which case the reasonable and actual costs of such work which exceed the Then Remaining Municipal Project Funds, if any, shall be reimbursed by FCA, notwithstanding anything herein to the contrary.

Upon delivery of such Notice, FCA and DBRA shall further meet and confer with respect to any Parcel which DBRA has not yet conveyed to FCA which would cause DBRA to incur expenses that would exceed the Then Remaining Municipal Project Funds budgeted for that Parcel. If FCA so elects to have DBRA convey any such Parcel, in FCA's sole discretion, such Parcel shall be conveyed on an AS-IS, WHERE IS, WITH ALL FAULTS basis, as set forth in, and subject to the terms and conditions contained in, Section 3.08 hereof, and in connection with such conveyance DBRA shall not be required to perform any Identified Obligations or meet any Conditions Precedent which would require expenditures in excess of the Then Remaining Municipal Project Funds for such costs. In such event, FCA shall bear all costs to consummate the Closing, including, but not limited to, the costs of any Title Policy. Further, DBRA's representations and warranties at Closing shall be consistent with the factual circumstances and status of work at the time of Closing. If at Closing FCA elects, in FCA's sole discretion, to have DBRA assign, and FCA assume, DBRA's rights and obligations under its agreements with its contractors for work performed in furtherance of DBRA's obligations hereunder, DBRA shall so assign such agreements, in which event FCA shall fund any costs outstanding under such agreements. Upon accepting conveyance of such Parcel, FCA shall thereby forever and thereafter release all claims against Sellers for any environmental liability relating to the conveyed Parcel(s), as set forth in, and subject to the terms and conditions contained in, Section 3.08 hereof.

For clarity, the limitation on DBRA's expenditures in excess of the Municipal Project Funds shall not be limited to those obligations for which such limitation is expressly noted in this Agreement, but shall instead extend to any and all obligations of DBRA hereunder which require DBRA to make expenditures to give effect to its obligations; provided that the limitation on DBRA's expenditures in excess of the Municipal Project Funds shall not apply to (i) a DBRA and/or City breach of any representation or warranty contained in this Agreement or any documents delivered by DBRA or the City under the terms of this Agreement or at a Closing, and/or (ii) the gross negligence, fraud or willful misconduct of the City and/or DBRA in the performance of their respective obligations under this Agreement, or (iii) as specified in Section 12.02. Further, damages arising from or caused by the actions of DBRA's contractors in the performance of their contracts, whether a result of actions by DBRA's contractors or any other party, shall not be included in the definition of Municipal Project Funds, and DBRA shall seek to cover all costs associated with any such damage to the extent of available insurance proceeds and bond monies provided by DBRA's contractors. Further, the conveyance of any Parcel pursuant to the terms of this Section 3.09 shall not in any way constitute a default or breach of this Agreement, nor shall any Parcel identified by a Notice made under this Section 3.09 be deemed a Delinquent Parcel or the subject of any Defective Article VI Performance or Delayed Article VI

Performance, and any such conveyance shall be deemed a satisfactory Transaction within the meaning of this Agreement.

3.10 Early Start. DBRA and FCA acknowledge that FCA requires access to and use of certain portions of Parcels 1, 1A, 8, 8A, and 8B before the applicable Closing Date in order for FCA to commence certain Project-related work while DBRA completes certain Identified Obligations. For such purposes, FCA and DBRA have heretofore entered into an access and use agreement attached hereto as **Exhibit 3.10** (the "Early Start Agreement") for Parcels 1 and 1A that allows FCA to access and utilize such Parcels prior to the conveyance of the same from DBRA to FCA for the purposes identified therein and FCA and DBRA anticipate entering into an Early Start Agreement for Parcels 8, 8A and/or 8B and potentially Parcels 7A2 and/or 7C as well.

3.11 Beniteau Street Storm Water. DBRA shall file the necessary petitions and make good faith efforts to cause the necessary actions to be taken and public hearings to be held to enable FCA to obtain such rights as may be sufficient, in FCA's discretion, to install and maintain subsurface infrastructure running horizontally across the Beniteau Street right-of-way (between Kercheval and East Vernor Highway) for storm water conveyance. All submissions made in connection therewith to be subject to FCA's prior review and approval.

3.12 Parcel 10 Property Exchange Agreement. DBRA and the City have entered into a Property Exchange Agreement ("PEA") with Crown Enterprises, Inc. ("Crown") to address the purchase of Parcel 10, which is a Private Parcel owned by Crown. DBRA hereby elects to have Parcel 10 conveyed directly by Crown to FCA pursuant to the PEA. The PEA contemplates the DBRA and/or the City conveying to Crown certain properties owned by the DBRA and/or the City or its instrumentalities ("City Property") as part of the consideration for the purchase of Parcel 10.

FCA and Crown have entered into a Letter Agreement ("Crown/FCA Letter Agreement") to address various commercial arrangements FCA and Crown desire to enter into, including an expansion of property currently leased by FCA from Crown located at 6836 Georgia Street Detroit, Michigan, but which expansion requires Crown to acquire certain City Property from DBRA and/or the City pursuant to the PEA, specifically property defined in the PEA as the "I-94 Property".

The PEA includes the possibility that DBRA and/or the City will not receive a $21,000,000 reduction in the purchase price for Parcel 10 (such $21,000,000 reduction referred to as the "Incremental Consideration") if certain conditions specified in the PEA are not met, including conditions that relate to the Crown/FCA Letter Agreement. Due to the interdependencies of the transactions covered by the PEA and the Crown/FCA Letter Agreement, if DBRA and/or the City are required to pay the Incremental Consideration to Crown pursuant to the terms of the PEA, then DBRA, the City and FCA agree to allocate responsibility for payment of the Incremental Consideration as set forth below. DBRA, the City and FCA agree as follows (with capitalized terms not otherwise defined in this Agreement having the definitions set forth in the Crown/FCA Letter Agreement):

(a) If the Incremental Consideration is payable to Crown pursuant to the PEA due to removal of the I-94 Property from the City Property by Crown for any reason permitted pursuant to the PEA, then responsibility for the Incremental Consideration will be as follows:

(i) DBRA and/or the City will be responsible for funding the Municipal Project Funds by an additional $15,000,000 which will then be used to pay that portion of the Incremental Consideration. Promptly upon DBRA and/or the City becoming aware that the Incremental Consideration is due to Crown, DBRA and/or the City will secure $15,000,000 in additional funding (in excess of the Municipal Project Funds amount as of the Effective Date) so that DBRA has the funds in hand prior to the closing on Parcel 10. Prior to such date, the Municipal Project Funds Budget will be revised in accordance with the Working Group Protocol, except that the parties agree that the additional $15,000,000 will be available solely for purposes of funding the DBRA's and the City's $15,000,000 portion of the Incremental Consideration. For the avoidance of doubt, DBRA and the City acknowledge and agree that any such increase in the Municipal Project Funds shall in no way increase the Monitoring Investment Value.

(ii) FCA will be responsible for funding the remaining $6,000,000 of the Incremental Consideration, either by (a) agreeing, pursuant to the Working Group Protocol, that such amount may be funded by the remaining amounts in the Municipal Project Funds Budget, or (b) paying such amounts directly to DBRA; provided, however, that DBRA shall be permitted to use the Municipal Project Funds to fund the remaining $6,000,000 of the Incremental Consideration if FCA elects to pay such amount directly to DBRA, but fails to do so in sufficient time to consummate the closing on Parcel 10. FCA will promptly notify DBRA and the City in writing on the method of payment. If FCA elects to pay such amounts directly to DBRA, FCA will pay such amounts within twenty (20) days of receipt by FCA of an invoice from DBRA. If FCA reimburses DBRA any amounts used from the Municipal Project Funds to consummate the Closing on Parcel 10, the amount of such reimbursement shall be deemed to replenish the Municipal Project Funds.

(b) If the Incremental Consideration is payable to Crown pursuant to the PEA because Crown and FCA fail to consummate the transactions contemplated under the Crown/FCA Letter Agreement for any reason other than removal of the I-94 Property from the City Property, then FCA will be solely responsible for the Incremental Consideration. In such event, FCA will elect to pay the Incremental Consideration either by (i) agreeing, pursuant to the Working Group Protocol, that the Incremental Consideration may be funded by the remaining amounts in the Municipal Project Funds Budget, or (ii) paying the Incremental Consideration directly to DBRA; provided, however, that DBRA shall be permitted to use the Municipal Project Funds to fund the Incremental Consideration in the event FCA elects to pay the Incremental Consideration to DBRA, but fails to do so in sufficient time to consummate the closing on Parcel 10. FCA will promptly notify DBRA and the City in writing on the method of payment. If FCA elects to pay the Incremental Consideration directly to DBRA, FCA will pay such amounts within twenty (20) days of receipt by FCA of an invoice from DBRA. If FCA reimburses DBRA any amounts used from the Municipal Project Funds to consummate the Closing on Parcel 10, the amount of such reimbursement shall be deemed to replenish the Municipal Project Funds.

(c) Where the City and/or DBRA have the right to (i) terminate the PEA; and/or (ii) waive any condition precedent under the terms of Section 16 of the PEA, the City and/or DBRA shall not have the right to do so without the prior written consent of FCA. FCA shall have the right to unilaterally direct the City and/or DBRA to terminate the PEA at any time prior to the expiration of the Inspection Period, or such later date as may be permitted under Section 2 of the PEA, provided that FCA shall provide written notice to the City and DBRA in time to exercise such termination right under the PEA.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF DBRA AND THE CITY

4.01 Representations and Warranties of DBRA. DBRA hereby represents and warrants to FCA, which representations and warranties shall be true and correct as of the date hereof, where applicable, and as if made anew on each Closing, and which shall survive the Closings and the termination of this Agreement, as follows:

(a) Organization and Powers. DBRA is a public corporation or public body corporate duly organized, validly existing and in good standing under the laws of the State of Michigan. DBRA has all requisite corporate power and authority to enter into this Agreement, and DBRA has, or shall have at the time of ownership, all requisite corporate power and authority to own the Parcels and to carry out and perform all of its covenants and agreements contained herein.

(b) Authorization. The execution, delivery and performance of this Agreement by DBRA has been duly authorized by all necessary action.

(c) No Conflict. The execution, delivery and performance by DBRA of this Agreement and consummation of the Transactions contemplated hereby do not and will not: (i) violate any provisions of Law applicable to it or its charter, articles of incorporation or bylaws or any order, judgment or decree of any court or other agency of government binding on it; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its Contractual Obligations; (iii) result in or require the creation or imposition of any Lien upon any of its properties or assets; or (iv) require any approval or consent of any Person under any of its Contractual Obligations, except for such approvals or consents as have been obtained and disclosed in writing to FCA or except where the failure to obtain such approval or consent will not have an Adverse Effect on it or on its ability to consummate the Transactions contemplated by this Agreement or on the ability or FCA to own any of the Parcels and undertake the Project as contemplated herein.

(d) Governmental Consents. As of the Closing of each Transaction, except as set forth in this Agreement or disclosed in writing prior to the applicable Parcel Due Diligence expiration date, the execution, delivery and performance by DBRA of this Agreement and consummation of the Transactions contemplated hereby do not and will not require any

registration with, consent or approval of or notice to, or other action to, with or by, any federal, state or other Governmental Authority or regulatory body.

(e) Binding Obligation. This Agreement, when executed and delivered by the parties, will constitute a legally valid and binding obligation of DBRA, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(f) Material Impairment. As of the Closing of each Transaction, except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period, to DBRA's Knowledge, there is no condition which would materially interfere with or materially impair the intended use by FCA of any portion of any of the Parcels.

(g) Disclosure. No representation or warranty by DBRA, nor any certificate furnished by DBRA to FCA pursuant hereto or in connection with the Transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or will omit any fact that would cause such representation, warranty, statement or certificate to be misleading.

(h) Broker's Fees. Except for the services of Signature Associates used in connection with the acquisition of certain Private Parcels, which broker's fees have been fully paid by DBRA (and which shall be reimbursed to DBRA from the Municipal Project Funds), DBRA has not dealt with any broker or brokers in connection with the negotiation, execution and delivery of this Agreement, to whom a brokerage commission or any similar fee or commission would be due and payable with respect to the Transactions contemplated by this Agreement.

(i) Environmental. As of the Closing of each Transaction, with respect to the applicable Parcels (other than Parcel 10 with respect to which DBRA's obligations extend only to a Phase I ESA), and except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period, provided that DBRA shall share third-party reports promptly upon receipt and make prompt written disclosure of newly acquired Knowledge not anticipated to be included in a forthcoming third-party report, to DBRA's Knowledge:

(i) DBRA is in compliance in all material respects with all Environmental Laws.

(ii) Without limiting the generality of the foregoing, as of the Closing of each Transaction, except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period, DBRA has obtained and is in compliance with, all Permits pursuant to Environmental Laws.

(iii) There are no claims or proceedings pending by any Person and DBRA has not received any notice and has no actual knowledge that any other Person has received any notice, report or other written information regarding any actual or alleged violation of Environmental Laws, or any Liability or potential Liability, including any investigatory, remedial or corrective obligations, arising under Environmental Laws.

(iv) None of the following exists: (i) Hazardous Materials in, on, under, or migrating to or from any Parcel, or contained in any equipment, or incorporated into any structure therein or thereon; (ii) underground storage tanks; (iii) asbestos containing material in any form or condition; (iv) materials containing lead-based paint in any form or condition; (v) materials or equipment containing polychlorinated biphenyls; (vi) landfills, surface impoundments, or disposal areas; or (vii) areas subject to a restrictive covenant or land use restriction necessary to comply with Environmental Laws that has not been fully resolved in accordance with all Laws.

(v) None of the Parcels are listed on the United States Environmental Protection Agency National Priorities List or the RCRA Corrective Action Site list or are subject to corrective action requirements under RCRA or Part 111 of the Michigan Natural Resources and Environmental Protection Act.

(vi) Provided FCA timely files Baseline Environmental Assessments for the Parcels FCA closes upon, except for FCA Environmental Activities, and FCA's obligations, if any, under Section 3.09, and as may be required by MCL § 324.20107a, by operation of law, or subject to any obligations contained in any recorded instrument, this Agreement and its consummation is not anticipated by DBRA to impose upon FCA any obligations for site investigation or cleanup, or for any consent under Environmental Laws, by any Governmental Authorities, any Person, or any third parties.

(vii) DBRA has not, either expressly, by Contractual Obligation, Governmental Order, or by operation of law, assumed or undertaken any Liability, including any obligation for corrective or remedial action, of any other Person relating to Environmental Laws.

(viii) DBRA has furnished to FCA all environmental audits, reports, sampling results and other material environmental documents which are in its possession or under its reasonable control or to which it otherwise has access.

(j) Certifications. The contents of any certification prepared and delivered by DBRA to FCA pursuant to this Agreement shall be deemed to be represented and warranted by DBRA hereunder.

(k) Municipal Project Funds. (i) As of the Effective Date, DBRA shall have received the portion of the Municipal Project Funds identified in the Sources and Uses of Funds Worksheet as "City of Detroit Exit Financing Bonds"; (ii) not later than four (4) business days after the Effective Date, DBRA shall have received the portion of the Municipal Project Funds identified in the Sources and Uses of Funds Worksheet as "City of Detroit Unlimited Tax General Obligation Bonds"; (iii) not later than July 15, 2019, DBRA shall have received the portion of the Municipal Project Funds identified in the Sources and Uses of Funds Worksheet as "Millenium Parking Deck Sale."

4.02 Representations and Warranties of the City. The City represents and warrants to FCA, which representations and warranties shall be true and correct as of the Effective Date, and as if made anew on each Closing, and which shall survive the Closings and the termination of this Agreement, as follows:

(a) Organization and Powers. The City is a home rule city duly organized, validly existing and in good standing under the laws of the State of Michigan. The City has all requisite corporate power and authority to enter into this Agreement and perform all of its covenants and agreements contained herein.

(b) Authorization. The execution, delivery and performance of this Agreement by the City have been duly authorized by all necessary action.

(c) No Conflict. The execution, delivery and performance by the City of this Agreement and consummation of the Transactions contemplated hereby do not and will not: (i) violate any provisions of Law applicable to it or its charter, articles of incorporation or bylaws or any order, judgment or decree of any court or other agency of government binding on it; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its Contractual Obligations; (iii) result in or require the creation or imposition of any Lien upon any of its properties or assets; or (iv) require any approval or consent of any Person under any of its Contractual Obligations, except for such approvals or consents as have been obtained and disclosed in writing to FCA or except where the failure to obtain such approval or consent will not have an Adverse Effect on it or on its ability to consummate the Transactions contemplated by this Agreement or on the ability or FCA to own any of the Parcels and undertake the Project as contemplated herein.

(d) Governmental Consents. As of the Closing of each Transaction, except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period, the execution, delivery and performance by the City of this Agreement and consummation of the Transactions contemplated hereby do not and will not require any registration with, consent or approval of or notice to, or other action to, with or by, any federal, state or other Governmental Authority or regulatory body.

(e) Binding Obligation. This Agreement, when executed and delivered by the parties and the City, will constitute a legally valid and binding obligation of the City, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity.

(f) Material Impairment. As of the Closing of each Transaction, except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period, to City's Knowledge, there is no condition which would materially interfere with or materially impair the intended use by FCA of any portion of any of the Parcels.

(g) Disclosure. No representation or warranty of the City, nor any certificate furnished by the City to FCA pursuant hereto or in connection with the Transactions contemplated hereby, contains or will contain any untrue statement of a material fact, or will omit any fact that would cause such representation, warranty, statement or certificate to be misleading.

(h) Broker's Fees. The City has not dealt with any broker or brokers in connection with the negotiation, execution and delivery of this Agreement, to whom a brokerage

commission or any similar fee or commission would be due and payable with respect to the Transactions contemplated by this Agreement.

(i) Environmental. As of the Closing of each Transaction, with respect to the applicable Parcel (other than Parcel 10), and except as disclosed in writing prior to the expiration date of the Parcel Due Diligence Period and make prompt written disclosure of newly acquired Knowledge not anticipated to be included in a forthcoming third-party report, to the City's Knowledge, to the extent independent of DBRA's Knowledge and disclosures made pursuant to Subsection 4.01(i)::

(i) The City is in compliance in all material respects with all Environmental Laws.

(ii) There are no claims or proceedings pending by any Person and the City has not received any notice and has no actual knowledge that any other Person has received any notice, report or other written information regarding any actual or alleged violation of Environmental Laws, or any Liability or potential Liability, including any investigatory, remedial or corrective obligations, arising under Environmental Laws.

(iii) None of the following exists: (i) Hazardous Materials in, on, under, or migrating to or from any Parcel, or contained in any equipment, or incorporated into any structure therein or thereon; (ii) underground storage tanks; (iii) asbestos containing material in any form or condition; (iv) materials containing lead-based paint in any form or condition; (v) materials or equipment containing polychlorinated biphenyls; (vi) landfills, surface impoundments, or disposal areas; or (vii) areas subject to a restrictive covenant or land use restriction necessary to comply with Environmental Laws that has not been fully resolved in accordance with all Laws.

(iv) None of the Parcels are listed on the United States Environmental Protection Agency National Priorities List or the RCRA Corrective Action Site list or are subject to corrective action requirements under RCRA or Part 111 of the Michigan Natural Resources and Environmental Protection Act.

(v) Provided FCA timely files Baseline Environmental Assessments for the Parcels FCA closes upon, and except for FCA Environmental Activities, or those incurred by operation of law, and FCA's obligations, if any, under Section 3.09 hereof, and as may be required by MCL § 324.20107a, by operation of law, or subject to any obligations contained in any recorded instrument, this Agreement and its consummation is not anticipated by the City to impose upon FCA any obligations for site investigation or cleanup, or for any consent under Environmental Laws, by any Governmental Authorities, any Person, or any third parties.

(vi) The City has not, either expressly, by Contractual Obligation, Governmental Order, or by operation of law, assumed or undertaken any Liability, including any obligation for corrective or remedial action, of any other Person relating to Environmental Laws.

(vii) The City has furnished to FCA all environmental audits, reports, sampling results and other material environmental documents which are in its possession or under its reasonable control or to which it otherwise has access.

(j) Certifications. The contents of any certification prepared and delivered by the City to FCA pursuant to this Agreement shall be deemed to be represented and warranted by the City hereunder.

(j) Municipal Project Funds. As of the Effective Date, the City shall have delivered to DBRA all of the Municipal Project Funds in accordance with the Sources and Uses of Funds Worksheet for which the City is identified as the funding source, excepting any funds requiring the approval of the Brownfield Plan.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF FCA

FCA represents and warrants to DBRA and the City as follows:

5.01 Authorization. FCA has the full legal capacity, power and authority to execute, deliver and perform its obligations under this Agreement.

5.02 Binding Obligation. This Agreement, when executed and delivered by the parties, will be a legally valid and binding obligation of FCA, enforceable against it in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general principles of equity. 5.03 No Conflict. The execution, delivery and performance by FCA of this Agreement and consummation of the Transactions contemplated hereby and thereby do not and will not: (i) violate any provisions of Law applicable to it; (ii) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any of its Contractual Obligations; (iii) result in or require the creation or imposition of any Lien upon any of its properties or assets; or (iv) require any approval or consent of any Person under any of its Contractual Obligations, except for such approvals or consents as have been obtained and disclosed in writing to DBRA.

5.04 Broker's Fees. FCA has not dealt with any broker or brokers in connection with the negotiation, execution and delivery of this Agreement, to whom a brokerage commission or any similar fee or commission would be due and payable with respect to the Transactions contemplated by this Agreement.

5.05 Organization and Qualification. FCA is a limited liability company organized, validly existing and in good standing under the law of the State of Delaware and is qualified to do business in, and is in good standing under the laws of the State of Michigan and has all requisite corporate power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement.

5.06 No Speculation. FCA's purchase of the Parcels and its other undertakings pursuant to this Agreement are intended for the purpose of development of the Project facilities and not for speculation; provided, however, that nothing contained herein shall limit FCA's right to sell, lease, or otherwise transfer the Parcels in the ordinary course following DBRA's issuance of the Certificate of Completion, except as provided in Subsection 7.03(m).

5.07 Disclosure. No representation or warranty by FCA, or any written statement or certificate furnished to DBRA or the City pursuant hereto or in connection with the Transactions, contains or will contain any untrue statement of material fact or omit or will omit to state any fact necessary to make the statements contained herein or therein not misleading in any material respect.

5.08 Certifications and Other Documents. The contents of any certification prepared and delivered by FCA pursuant to this Agreement shall be deemed to be represented and warranted by FCA hereunder.

ARTICLE VI

COVENANTS AND AGREEMENTS OF DBRA AND THE CITY

Notwithstanding anything to the contrary in this Agreement, DBRA and the City, as applicable, each covenants and agrees with FCA as follows:

6.01 Title Insurance. Within two (2) business days following the date DBRA receives the same, but in no event later than (a) ten (10) business days prior to the end of the applicable inspection period under Private Parcel acquisition agreement or (b) thirty (30) days prior to an applicable Closing Date, DBRA shall furnish to FCA one (1) Title Insurance Commitment relative to such Parcel, which Title Insurance Commitment shall be issued by the Title Insurance Company. Notwithstanding the foregoing, the parties acknowledge that, as of the Effective Date, DBRA has provided FCA with the Previously Received Commitments. Within five (5) business days of the Effective Date, DBRA shall direct the Title Insurance Company to cause the Previously Received Commitments to be updated such that the same bear an effective date after the Effective Date. To the extent that the Title Insurance Commitment with respect to any particular Parcel is comprised of multiple, disparate Title Insurance Commitments as of the Effective Date, upon request by FCA, DBRA shall direct the Title Insurance Company to combine such disparate Title Insurance Commitments into one (1) single Title Insurance Commitment for the Parcel, which single Title Insurance Commitment will include the as-surveyed legal description for such Parcel to the extent one has been requested by FCA and is shown in the Survey.

Each Title Insurance Commitment shall set forth the state of title to the Parcel together with all exceptions, conditions and reservations to such title, including all Liens, easements, restrictions, rights-of-way, covenants, consents and other encumbrances affecting the Parcel and which would appear in an owner's policy of title insurance. The Title Insurance Commitment shall contain the express commitment and requirements of the Title Insurance Company to issue a Title Insurance Policy to FCA in an amount of FCA's choosing up to the Fair Market Value for the Parcel, which amount may, but shall not be required to, be equal to the Fair Market Value for the Parcel and/or the amount paid by DBRA to acquire such Parcel, insuring title to the Parcel, subject only to the Permitted Exceptions. To the extent that FCA is unable to obtain a Title Insurance Policy in the amount of its choosing, FCA shall have the right to update such Title Insurance Policy and obtain any and all endorsements necessary to FCA, in FCA's sole discretion, to bring the amount of such Title Insurance Policy to the amount of FCA's choosing

up to the Fair Market Value for the Parcel. At such time as DBRA shall deliver a Title Insurance Commitment to FCA, DBRA shall further cause to be furnished to FCA true, correct and legible copies of all instruments of record referred to in the Title Insurance Commitment. After completion of the Surveys, upon request of FCA, DBRA will direct the Title Insurance Company to provide the following pro forma endorsements: an endorsement insuring access to public roads, an endorsement insuring the zoning for each Parcel, as modified by any applicable Rezoning Requirements, a contiguity endorsement, and any other endorsements reasonably requested by FCA. The final Title Insurance Policy will have the standard exceptions removed. DBRA shall direct the Title Insurance Company to cause the applicable Title Insurance Commitment to be updated not less than five (5) days prior to the Closing Date. DBRA shall pay all costs and premiums charged by the Title Insurance Company for the issuance of the Title Insurance Commitment and the Title Insurance Policy (provided such costs, including the costs of any endorsements, do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit). A pro-forma title insurance policy and marked commitment shall be provided to FCA on the Closing Date.

6.02 Survey and Title Objections. Within two (2) business days following the date DBRA receives the same, but in no event later than (a) ten (10) business days prior to the end of the applicable inspection period under Private Parcel acquisition agreement or (b) thirty (30) days prior to an applicable Closing Date, DBRA shall furnish to FCA a current Survey of each Parcel, at DBRA's sole cost and expense using the Municipal Project Funds (provided the cost of such Survey does not cause DBRA's total costs to exceed the remaining Municipal Project Funds, subject to the MPF Limit). The Survey shall be dated on or after the Effective Date, shall bear the surveyor's certification to FCA, FCA's nominee taking title to the Parcel, if any, FCA's lenders, if any (if known at that time, but added when known or ascertained by FCA), and the Title Insurance Company, that the Survey was prepared, in accordance with ALTA Minimum Standard Detail Requirements and shall show (i) whether any portion of the Parcel is located within a defined flood hazard area or flood plain and, if not, the surveyor shall certify that no portion of the Parcel is located within a defined flood hazard area or flood plain, (ii) the legal description of the Parcel, (ii) all public streets and roadways adjacent to the Parcel, (iii) the location of all curb cuts, access roads and entry points of all utilities serving the Parcel, (iv) the location of all recorded easements on or servicing the Parcel, (v) the location of all drainage and utility lines, connections, sewage lift stations and other facilities on or servicing the Parcel, (vi) the location of any and all structures and improvements and (vii) the acreage of the Parcel. The Survey shall contain the following Table A requirements as established and adopted by ALTA and NSPS February 23, 2016: 1, 2, 3, 4, 6(b) (as to those Parcels that are not the subject of the Zoning Requirements), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 19, and 20. Additionally, FCA reserves the right to update any Survey to add Table A requirement 18 in the event that wetlands are confirmed to exist on such Parcel. The legal description of the Parcel set forth in the Title Insurance Commitment shall conform exactly to the legal description set forth in the Survey and the legal description in the deed shall conform exactly to the legal description in the Title Insurance Commitment. The Survey shall, in all respects, be satisfactory to FCA in the exercise of its sole and absolute discretion. The Survey shall contain the following certification:

> This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly

established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(b) (as to those Parcels that are not the subject of the Zoning Requirements), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 14, 16, 17, 19, and 20 of Table A thereof. The fieldwork was completed on _____.

Date of Plat or Map: _____ (Surveyor's signature, printed name and seal with Registration/License Number)

Notwithstanding the foregoing, the parties acknowledge that, as of the Effective Date, DBRA has provided FCA with the Previously Received Surveys. For the purposes of this Agreement, the effective dates of the Previously Received Surveys shall be acceptable to FCA.

FCA shall have until the Title Review Date with respect to a particular Parcel to review the Title Insurance Commitment and all instruments of record referred to therein, and the related Survey, and to notify DBRA of any Title Defects relative to such Parcel via FCA's Title Objection Letter. Within twenty (20) days from the date of its receipt of the Title Objection Letter, DBRA shall make commercially reasonable efforts to correct or, in the case of Private Parcels, cause the correction of the Title Defects or, at FCA's election, have the Title Insurance Company issue an endorsement insuring against loss caused by the same (other than any defect based on the location of an easement which affects marketability or developability, which defects must be corrected to the reasonable satisfaction of FCA), or to obtain specific insurance against any loss or defect to the DBRA, in the case of Private Parcels, and to FCA which might at any time arise from the Title Defects, all endorsements and forms of insurance coverage to be in form satisfactory to FCA in its sole and absolute discretion, and provide Notice to FCA of which Title Defects DBRA is prepared to cure at or prior to Closing or, in the case of Private Parcels, which Title Defects the owner is prepared to cure at or prior to the DBRA Closing. If DBRA needs to file litigation in order to attempt to cure a title defect, and the time requirements for such litigation would require an extension of the Closing Date applicable to the Parcel, DBRA shall identify the need for such an extension in its Notice (including reasonably sufficient detail regarding the type of court action and anticipated timeline for obtaining a final, non-appealable judgement), which Notice shall, if accepted by FCA within five (5) business days of receipt, have the effect of extending the Closing Date to such date or such other date as mutually agreed upon by DBRA and FCA in writing. If FCA does not respond to such Notice in writing so authorizing the litigation and the attendant Closing Date extension or affirmatively denies the request, then DBRA shall not proceed with said litigation, at which point FCA may elect, in its sole and absolute discretion, within five (5) business days following receipt of DBRA's Notice, (i) not to take title to such Parcel and to terminate its rights under this Agreement only as to that Parcel, in which event such Parcel shall be considered a Declined Parcel, or (ii) waive such defect(s) by accepting title to that Parcel subject to such Title Defects. The cost of any litigation initiated by DBRA in accordance with the terms and conditions above in this Section 6.02 shall constitute a valid use of the Municipal Project Funds for purposes of this Agreement, provided that there is a corresponding change to the Municipal Project Funds Budget in accordance with the procedures set forth in Section 3.04. At or prior to Closing, at FCA's request, DBRA shall take action to seek the DNR's release of record for (i) any and all State-owned minerals and allied rights and aboriginal antiquities, together with the State's right to enter the Property for the purpose of exploring such State-owned minerals or other allied rights; and (ii) any restrictions or

requirements established in the chain of title by the DNR that are not acceptable to FCA, the form and substance of such document to be signed by DNR to be subject to FCA's prior review and approval. With respect to such Title Defects that DBRA is unable to cure, FCA may elect, in its sole and absolute discretion, within five (5) days following receipt of DBRA's Notice, (i) not to take title to such Parcel and to terminate its rights under this Agreement only as to that Parcel, in which event such Parcel shall be considered a Declined Parcel, or (ii) waive such defect(s) by accepting title to that Parcel subject to such Title Defects. For purposes of clarity, this Agreement shall remain in full force and effect in accordance with the terms and condition of this Agreement as to all Parcels other than those for which FCA has declined to take title due to an uncured Title Defect.

As to any Parcel which FCA elects to accept title, the Parcel Worksheet shall be supplemented by the parties with the true and complete legal description of each of the Parcels as contained in the Survey for each of the Parcels to be furnished by DBRA in accordance with the provisions of this Section 6.02 and in the deed to be delivered by DBRA or the owner of a Direct Transfer Parcel.

6.03 Vacation of Streets, Alleys, and Rights-of-Way. The parties acknowledge that, as of the Effective Date, the Detroit City Council has approved of the vacation of St. Jean Street, subject to the terms of the resolutions giving effect to such vacation. Following the Effective Date, should FCA so request, the City shall make good faith efforts to cause the vacation of any additional streets, alleys and rights-of-way within and/or adjacent any Parcel, which vacation may require compliance with the condition of providing easements (which easements shall be reasonably acceptable to FCA) protecting the rights or property of the City, or any public utility held in such streets, alleys and rights-of-way, which shall in any event be subject to Detroit City Council approval and FCA's satisfaction with the terms of any easements for public utilities. Following any such vacation, the vacated streets, alleys, and rights-of-way shall be added to the Title Insurance Commitment and Survey for the applicable Parcel(s), FCA shall have the opportunity to review and object to such Title Insurance Commitment and Survey pursuant to the terms of Sections 6.01 and 6.02 hereof, and legal title to such vacated streets, alleys, and rights-of-way resulting from such vacation shall be conveyed to FCA by quit claim deed contemporaneously with the Closing of the particular Parcel of which the vacated street, alley, or right-of-way is a part.

6.04 Zoning. Sellers hereby agree that, following the Effective Date, other than the Rezoning Requirements, no Parcel or Sub-Parcel shall be rezoned without FCA's prior written consent. The parties acknowledge that any rezoning applications required to meet the Rezoning Requirements have been submitted to the City as of the Effective Date. The City shall cause the necessary actions to be taken and public hearings to be held to enable the Rezoning Requirements to be reviewed for approval with the objective of a final determination no later than the Rezoning Deadline. All submissions made in connection therewith to be subject to FCA's prior review and approval.

6.05 Environmental Studies. As soon as a Phase I ESA has been completed for each Parcel, but not less than thirty (30) days prior to each Closing Date for each Parcel, DBRA shall furnish to FCA an ESA addressing each Parcel (including Vacated St. Jean Street), conducted within six (6) months prior to the anticipated Closing Date, completed in accordance with 40

CFR 312 and the current ASTM standard. Absent a contractual agreement to which the chosen environmental consultant has provided explicit language to the contrary, any Phase I ESA conducted by DBRA may be used by FCA for reference only and shall not constitute the completion of an Environmental Study appropriate for FCA use as a User as defined by the ASTM e1527-13 standard. DBRA shall conduct appropriate Phase II sampling in accordance with the current ASTM Phase II standard and any applicable Environmental Laws. Prior to conducting any Phase II sampling on each Parcel, DBRA shall prepare and provide to FCA for its review and approval a Phase II scope of work. DBRA and FCA shall cooperate in the finalization of each Phase II scope of work. DBRA shall furnish to FCA a Phase II ESA for each sampled Parcel completed in accordance with the current ASTM Phase II standard. In addition, DBRA shall secure a reliance letter from the environmental consultant that completed the Phase II ESA, stating that FCA may fully rely on the report(s) and utilize the information therein. Nothing in this Section 6.05 shall prohibit FCA from obtaining its own environmental assessments.

6.06 Site Preparation. Prior to the applicable Closing Date for each Parcel, DBRA shall complete or cause to be completed the Site Preparation Activities relative to such Parcel at DBRA's cost and expense using the Municipal Project Funds (provided the cost of such Site Preparation Activities does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), except that DBRA shall not be required to perform such activities in relation to Parcel 6 and Parcel 10 and in the event of any conflict between the Site Preparation Activities and the Berm Work RFP, the Berm Work RFP shall control. DBRA will complete or cause to be completed such Site Preparation Activities in accordance with applicable Environmental Laws.

6.07 Testing. Not less than thirty (30) days prior to the applicable Closing Date, DBRA shall cause the following testing to be performed and reports to be prepared and delivered to FCA:

(a) Utilities: Except as to Parcel 6 and Parcel 10, DBRA shall provide certificates and such other evidence as FCA may request from each public utility servicing, or having facilities in, the Parcel that there are no active utility facilities within the Parcel, except as set forth in **Exhibit 6.07(a)**, which may be updated from time to time prior to a Closing.

(b) Fill: Except as to Parcel 6 and Parcel 10, compaction testing shall be performed by an independent certified testing consultant selected by DBRA and approved by FCA with respect to all backfilled areas in accordance with the specifications set forth in the Site Preparation Activities, and a report thereon that all backfilled areas have been compacted in accordance with the specifications set forth in the Site Preparation Activities shall be delivered to FCA.

6.08 Road Improvements. Not later than December 31, 2020: (i) the City shall have constructed or implemented, or shall cause to have been constructed or implemented, the road improvements as described in **Exhibit 6.08(1)**, the cost of which shall be funded with City dollars dedicated to such purposes and without the use of any Municipal Project Funds, unless otherwise authorized by FCA; and (ii) DBRA shall have constructed or shall cause to have been constructed the road improvements as generally depicted as "Area J3" in **Exhibit 6.08(2)**,

subject to further specifications to be provided by FCA, the cost of which shall be funded using any available Municipal Project Funds as authorized by FCA by way of the revised Municipal Project Funds Budget (provided such costs do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit).

6.09 Access to Parcels, Records. Etc., of DBRA/FCA Due Diligence. The parties acknowledge that, as of the Effective Date, FCA has access to all City and DBRA-owned Parcels pursuant to the terms of the City and DBRA Due Diligence Access Agreements. Within two (2) business days following the date DBRA obtains access to any other Private Parcels, and subject to FCA and the Private Parcel owner's agreement on a Private Parcel Due Diligence Access Agreement, DBRA shall facilitate FCA's and its representatives' full access to such Private Parcels pursuant to and in accordance with an executed Private Parcel Due Diligence Access Agreement. To the extent any portions of the "I-94 Property" and the "Sherwood Property" (as those properties are defined in the PEA) are owned by the City or DBRA, the City or DBRA shall amend the Due Diligence Access Agreements to include such portions and, with respect to any portions owned by any other City instrumentalities, shall facilitate access to such portions on substantially the same terms as the Due Diligence Access Agreements. FCA shall use commercially reasonable efforts to coordinate its Due Diligence with DBRA's Due Diligence for the Private Parcels so that the same can be conducted in a relatively concurrent manner. DBRA shall also provide access during the term of this Agreement to FCA and for a reasonable period of time following completion of the Site Preparation Activities to any and all books, contracts, documents and records of DBRA with respect to the Parcels, DBRA's acquisition of the Parcels and/or with respect to DBRA's performance of any of its obligations under this Agreement, including without limitation the Site Preparation Activities with respect to each Parcel (it being understood that, notwithstanding any such access, investigation or additional information, DBRA shall not be relieved of any of the warranties, representations, covenants or agreements of DBRA set forth in this Agreement) so that FCA can determine to its satisfaction whether DBRA has met its obligations under this Agreement. All access required under this Section 6.09 shall provide for, and be conditioned upon, the following:

(a) FCA and its contractors and agents shall be permitted to conduct FCA's Due Diligence and to communicate with any Governmental Authorities regarding any and all Approvals. Prior to conducting any Due Diligence activities on each Parcel, FCA shall prepare and provide to DBRA for its review and approval a Due Diligence scope of work. DBRA and FCA shall cooperate in finalization of the mutually agreeable Due Diligence scope of work. Upon written request of FCA, DBRA agrees to reasonably and cooperatively assist FCA in its efforts to obtain the Approvals and DBRA agrees to execute any necessary municipal applications as a part of FCA's Due Diligence or with respect to any of the Approvals and DBRA agrees not to interfere with or object to any such submissions by FCA, but shall have no other obligations in relation thereto and shall not incur any expense in connection therewith above and beyond the Municipal Project Funds.

(b) As of the Effective Date, Sellers and FCA have established the Expedited Approvals Process, which shall remain in place for the benefit of FCA throughout the earlier of (i) DBRA's issuance of the Certificate of Completion; or (ii) the Project Completion Date.

(c) If FCA is unsatisfied with the results of its Due Diligence with respect to any Parcel in its sole and absolute discretion, or if FCA decides any Parcel is not necessary for the Project, or if FCA decides not to consummate a Transaction as it relates to any Parcel, then FCA may terminate its rights under this Agreement with respect to a particular Parcel (and that particular Parcel shall be deemed a Declined Parcel) by giving irrevocable Notice to DBRA no later than the expiration of the Parcel Due Diligence Period. Except as otherwise expressly provided in this Agreement, if FCA terminates its rights under this Agreement as to the Declined Parcel on or before the expiration of each Parcel Due Diligence Period as provided in this subsection, then FCA and DBRA shall have no further obligations to one another under this Agreement with respect to the Declined Parcel, except for those obligations hereunder that expressly survive the termination of this Agreement, the City and DBRA Due Diligence Access Agreements, or the Private Parcel Due Diligence Access Agreements, as applicable to the Declined Parcel. All uses of the Municipal Project Funds by DBRA prior to FCA's termination of its rights under this Agreement shall remain costs to be deducted from the Municipal Project Funds notwithstanding FCA's termination. As to any Declined Parcel for which FCA gave written approval to use Municipal Project Funds in connection with its instruction to close pursuant to Section 3.01, DBRA shall be permitted to use the Municipal Project Funds to comply with the DBRA Obligations Under Environmental Laws. Further, notwithstanding FCA's termination of its rights as to the Declined Parcel, DBRA shall be authorized to complete payments of any outstanding contracts for work in progress prior to the date of such termination using the Municipal Project Funds, and shall further be reimbursed by FCA for any actual third party, documented costs incurred before such termination in excess of the Municipal Project Funds.

For purposes of clarity, this Agreement shall remain in full force and effect in accordance with the terms and conditions of this Agreement as to all Parcels that are not Declined Parcels until the termination of this Agreement by its terms. If FCA does not terminate its rights under this Agreement as to a particular Parcel within the stated time period, then FCA shall be deemed to have waived its rights to terminate under this subsection 6.09(c) as to such Parcel and shall proceed to consummate the Transaction for that particular Parcel pursuant to and in accordance with and subject to the other terms and conditions (including without limitation the Conditions Precedent) set forth in this Agreement.

(d) FCA shall repair any and all damage to any Declined Parcel caused by FCA.

(e) FCA shall use reasonable efforts to minimize damage to the Parcel in its conduct of the activities contemplated by Subsection 6.09(a) and shall defend, indemnify and hold harmless DBRA from and against any and all Losses, to the extent they arise out of FCA's activities conducted pursuant to Subsection 6.09(a), pursuant to the terms of the DBRA Due Diligence Access Agreement. The terms of this Section 6.09 do not amend, modify or abridge the terms and conditions of the Due Diligence Access Agreements.

6.10 Cooperation. From and after the Effective Date, Sellers shall use commercially reasonable efforts, including without limitation the utilization of the Expedited Approvals Process, and cooperate with FCA to secure all consents, Approvals, Permits, authorizations,

exemptions and waivers as shall be required in order to enable FCA to consummate the Transactions contemplated by this Agreement and to undertake the Project.

6.11 Further Assurances. From and after the Effective Date, DBRA shall, at the request of FCA, execute and deliver any such further instruments or documents and take all such further action as FCA may reasonably request to evidence consummation of the Transactions contemplated by this Agreement.

6.12 Post-Closing Assistance. From and after the Effective Date and until DBRA issues the Certificate of Completion, Sellers shall be available to FCA for consultation and assistance in connection with construction of the Project at such times and in such manner as FCA shall reasonably request.

6.13 Pre-Closing Environmental Liability.

(a) No party to this Agreement is hereby assuming any other party's Pre-Closing Environmental Liability. Except as otherwise authorized by FCA, no terms in DBRA's agreements to acquire any Parcel(s) obligate FCA with respect to any Pre-Closing Environmental Liability.

(b) Prior to the applicable Closing Date for each Parcel, DBRA hereby covenants and agrees to undertake the actions to complete the DBRA Environmental Activities (provided the cost of such DBRA Environmental Activities does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds). Notwithstanding the above, DBRA shall not be obligated or otherwise responsible for any Environmental Condition caused by FCA on a Parcel, nor shall DBRA be obligated under Environmental Laws to acknowledge or otherwise accept legal responsibility for any liabilities it is not otherwise obligated to undertake under Environmental Laws, except with respect to Site Preparation Work and DBRA's Environmental Activities. Prior to conducting any DBRA Environmental Activities on any Parcel, DBRA shall prepare and provide to FCA for its review and approval the Environmental SOW, and DBRA and FCA shall cooperate in the finalization of each such Environmental SOW. In each contract to perform an Environmental SOW, DBRA shall secure a reliance letter from each environmental contractor engaged to perform such Environmental SOW, stating that FCA may fully rely on the contractor's work. If DBRA seeks FCA's approval of an Environmental SOW, and FCA does not respond within seven (7) days of receipt and DBRA provides Notice of same, the Closing Date applicable to the Parcel to which such contract applies shall be tolled until FCA provides its written approval or DBRA and FCA agree on a mutually acceptable alternative Environmental SOW.

(c) With respect to Parcel 6 and Parcel 10 only, FCA shall perform FCA's Environmental Activities, the cost for which shall be paid out of the Then Remaining Municipal Project Funds.

(d) Upon FCA's acceptance of any Parcel at Closing, DBRA shall be deemed to have satisfied any obligations under this Section 6.13 and be released as to such Parcel, as set forth in, and subject to the terms and conditions contained in, Section 3.08 hereof.

(e) If a Pre-Closing Environmental Liability is discovered prior to the Closing for a particular Parcel, then DBRA shall use all reasonable means and methods to complete the DBRA Environmental Activities (provided the cost of such DBRA Environmental Activities does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds) in accordance with applicable Environmental Laws prior to the Closing for each Parcel and deliver the Parcel to FCA in accordance with this Agreement. DBRA will provide FCA with any work plans or other written descriptions of the work to be undertaken to complete the DBRA Environmental Activities ten (10) business days prior to implementing such DBRA Environmental Activities and DBRA will reasonably consider FCA's development plans to the extent they have been prepared at the time DBRA is preparing to complete the DBRA Environmental Activities at a particular Parcel. FCA shall have a right to participate in any discussions regarding any DBRA Environmental Activities, and DBRA shall give FCA at least five (5) business days prior Notice regarding any meeting scheduled with any Governmental Authority. DBRA shall keep FCA reasonably apprised in writing or via e-mail of the status of any discussions with any Governmental Authority regarding the DBRA Environmental Activities. FCA acknowledges that DBRA is a public body corporate subject to the Michigan Freedom of Information Act, being Public Act 442 of 1976, as amended, and that DBRA's communications with any Governmental Authority may be subject to disclosure upon request.

(f) Notwithstanding anything to the contrary in this Agreement, if DBRA has not performed the Site Preparation Activities and DBRA Environmental Activities within the time set forth in this Agreement, then FCA shall have the right, but not the obligation, to close on the Parcel and perform the same, at DBRA's sole cost and expense using the Municipal Project Funds (provided that such costs shall not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit).

(g) DBRA and FCA shall cooperate in good faith and use commercially reasonable efforts to submit the environmental reports, data, plans, and information necessary for FCA to obtain a Baseline Environmental Assessment, comfort letter, or any other form of environmental liability assurance from the Michigan Department of Environmental Quality, United States Environmental Protection Agency, or any other applicable Governmental Authority with jurisdiction over or interest in the Parcel(s), with respect to any Pre-Closing Environmental Liability at or related to any Parcel(s). Any Brownfield workplan to be submitted with respect to the Project shall be prepared by DBRA, and FCA shall have a right of review and approval prior to its submittal to any public entity, which approval shall not be unreasonably withheld.

6.14 Delayed and/or Deficient Article VI DBRA Obligation.

(a) DBRA shall make FCA a third-party beneficiary on all contracts related to DBRA's performance of its covenants, obligations and duties in Article VI of this Agreement with a right of assignment of such contracts at FCA's sole and absolute discretion, though DBRA shall remain responsible for all costs associated with such contracts (provided that such costs do not exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), and FCA shall be named as an additional insured under any contractor insurance policies required thereunder. DBRA shall cause those contracts set forth on **Exhibit 6.14** attached hereto to be amended to incorporate the requirements of this Subsection 6.14(a). In the event that FCA

determines, in FCA's sole and absolute discretion, that there exists Delayed Article VI Performance and/or Defective Article VI Performance, then FCA may issue an Article VI Notice to DBRA describing the Delayed Article VI Performance and/or Defective Article VI Performance. In the event that DBRA has not cured the Delayed Article VI Performance and/or Defective Article VI Performance within fourteen (14) days from the date of the Article VI Notice, FCA upon written Notice to DBRA shall have the right, but not the obligation, at FCA's sole and absolute discretion, to perform DBRA's Article VI duties and obligations at DBRA's sole cost and expense using the Municipal Project Funds (provided such costs and expenses do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), except for those duties and obligations that are within the sole legal authority of DBRA or the City such as those duties and obligations set forth in Sections 6.03 and 6.04 hereof; provided, however, that as a condition of exercising such election FCA must first take title to the subject Parcel on the same terms and conditions as set forth in Section 3.08 hereof. In the event FCA elects to perform DBRA's Article VI duties and obligations as provided herein above, DBRA, upon written Notice from FCA, shall assign to FCA such third party contracts as determined/selected by FCA in its sole and absolute discretion. Any such assignment shall not release DBRA from the assigned contract and, to the extent permitted by law and to the extent covered and paid for by insurance proceeds, DBRA shall indemnify and hold FCA harmless to the extent permitted by Law for any and all claims, damages, demands and other matters and events arising from the assigned contract prior to the effective date of the assignment (to the extent costs of such indemnity do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), which indemnity shall survive the termination of this Agreement. Whether or not FCA closes on any of the Parcels, DBRA shall reimburse FCA for all of the FCA Article VI Costs (provided the FCA Article VI Costs do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit), and such reimbursement shall be subject to any restrictions on the unauthorized use of the Municipal Project Funds under Law (e.g., Brownfield Plan funds may only be used for "eligible activities" within the meaning of Act 381).

(b) Notwithstanding anything to the contrary in this Agreement, if FCA exercises the right to perform DBRA's Article VI duties and obligations as provided herein above, FCA shall do so at DBRA's sole cost and expense using the Municipal Project Funds (provided such costs and expenses do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit). Once DBRA awards any contract for the performance of work pursuant to this Agreement, except the Berm Work, the unpaid dollar amount of such contract shall be placed into a Performance Escrow, which will be held by an escrow agent selected by FCA, and reasonably acceptable to DBRA, and deposited by DBRA, to be used by DBRA and by FCA, to the extent FCA exercises its right to assignment pursuant to this Section 6.14, to perform DBRA's Article VI duties and obligations as provided herein pursuant to and in accordance with a mutually acceptable escrow agreement.

In the event FCA does not elect to perform DBRA's Article VI duties and obligations as provided herein above following, then DBRA shall continue to remain liable for the performance of all its obligations and liabilities hereunder and shall transfer the Parcels to FCA in accordance with the terms and conditions of Section 3.04.

(c) In the event that DBRA's failure to perform its obligations under this Agreement (and such failure to perform is not caused by an act or omission of FCA) causes a failure to satisfy a milestone under the MSF Investment Agreement, and such failure results in non-disbursement of a portion of the Municipal Project Funds governed by the MSF Investment Agreement, FCA may seek an assignment of some or all of DBRA's rights and obligations under the MSF Investment Agreement, as shall be necessary to cause the Municipal Project Funds to be disbursed for purposes of conducting the activities contemplated by this Agreement. In such case, DBRA shall cooperate with FCA to satisfy the conditions for assignment as may be required by the Michigan Strategic Fund.

6.15 Performance of Obligations/No Interference and No Nuisance/Warranties.

(a) The parties shall perform all of their respective obligations under this Agreement, including without limitation the obligations of DBRA and the City under this Article VI, so as to not interfere with DBRA's Site Preparation Activities and DBRA Environmental Activities, on the one hand, and FCA's construction of the Project, on the other hand; any party's use of or access to any of the Parcels or the Mack Plant Property and/or any business operations being conducted on the Parcels and/or the Mack Plant Property, and the parties shall use commercially reasonable efforts to coordinate the scheduling of their obligations under this Agreement.

(b) DBRA shall perform all of the obligations of DBRA under this Agreement, including without limitation the obligations of DBRA under Article VI in such a manner so as not to permit or suffer any act to be done or any condition to exist on the Parcels and/or the Mack Plant Property which may constitute a nuisance, public or private, or which materially obstructs or interferes with the rights of adjacent property owners, including without limitation conducting appropriate dust abatement to minimize the amount of dust resulting from the Project.

(c) Notwithstanding anything contained in this Agreement to the contrary, DBRA shall obtain Contractor Warranties for the Warranty Period, which Contractor Warranties shall be assignable to FCA. DBRA shall unconditionally assign to FCA all Contractor Warranties upon the Closing for each Parcel.

(d) DBRA shall require that all contractors and subcontractors provide payment and performance bonds in a form substantially the same as AIA Document A312-2010 in the contract or subcontract amount, identifying FCA as an additional obligee beneficiary in connection with said bonds being issued by insurance companies/sureties authorized/licensed to conduct business in the State of Michigan with a financial rating not lower than A as listed in A.M. Best Key Rating Guide, current edition.

(e) DBRA shall require that all contractors and subcontractors obtain and maintain the following insurance with insurance companies that maintain a minimum A.M. Best Rating of A-:VII: (i) General Liability including contractual liability and products and completed operations for the activities undertaken by such contractor(s) pursuant to this Agreement in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence and (ii) automobile liability for any owned, hired or non-owned vehicles for a minimum limit of Five Million Dollars

($5,000,000.00) and (iii) workers' compensation in compliance with applicable state statutes and employer's liability insurance with a minimum limit of One Million Dollars ($1,000,000.00). Contractors and subcontractors performing DBRA's Environmental Activities pursuant to this Agreement shall also maintain Contractors Pollution Liability insurance in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence, or such lesser amounts of coverage as may be approved in writing by FCA. Professional service contractors and subcontractors involved in any design and/or engineering processes shall also carry professional liability of Five Million Dollars ($5,000,000.00) per occurrence or in such lesser amounts as may be approved in writing by FCA, although other professional services contractors or subcontractors shall carry professional liability in the amount of Two Million Dollars ($2,000,000) per occurrence. Each contractor shall be responsible for property coverage of their own tools and equipment. Each policy required herein shall: (i) be primary without contribution from any similar insurance maintained by DBRA, FCA or their respective affiliates, (ii) (except workers' compensation and professional liability) name DBRA, the City and FCA as named additional insureds, and (iii) in favor of DBRA and FCA, provide a waiver of subrogation or no right of recovery by such contractor(s) and their respective insurers. Umbrella coverage may be used to satisfy the limits of insurance for general liability and auto liability policies noted above. DBRA shall cause those contracts set forth on **Exhibit 6.14** attached hereto to be amended to incorporate the requirements of this Subsection 6.15(e).

DBRA shall cause any contracts for work entered into by DBRA prior to the Effective Date, including but not limited to the contract for the Berm Work, to be amended to comply with Subsections 6.15(c) through and including 6.15(e) hereof.

6.16 Delayed Acquisition. As to any Private Parcel, in the event of a Delayed Acquisition, DBRA shall provide Notice to FCA of such Delayed Acquisition, which Notice shall have the effect of both (a) tolling the Closing Date applicable to such Parcel, and (b) tolling the Project Completion Date (unless the Delayed Acquisition is caused by FCA and DBRA has provided Notice to FCA of the causal link between FCA's default and delay in the DBRA Closing Date), one (1) day for each day following the date of such Notice until DBRA closes on the acquisition of such Parcel. To the extent such Delayed Acquisition also impedes DBRA's completion of its obligations as to other Parcels DBRA considers to be in assemblage with the Private Parcel that is the subject of the Delayed Acquisition, then DBRA may provide Notice to FCA of same and seek FCA's consent to similarly delay the Closing Date applicable to such other Parcels, which consent shall not be unreasonably withheld. In the event that any Delayed Acquisition shall be pending for a period of more than thirty (30) days, then, within a period of no longer than ninety (90) days after said thirty (30) day period, FCA may elect (i) to await resolution of the Delayed Acquisition, in which event the Project Completion Date shall be tolled for a period of no longer than ninety (90) days after FCA makes such election; (ii) exercise the options set forth in Subsection 3.05(a), (b) or (c); or (iii) elect to terminate its rights under this Agreement as to the subject Parcel(s) only, in which event such Parcel shall be deemed a Declined Parcel; provided however, the foregoing sentence shall not apply where FCA elects to take title to a Parcel directly under the terms of Section 6.14 (in which case FCA shall take title to said Parcel directly on or before the applicable DBRA Closing Date). In any event and notwithstanding anything to the contrary herein, DBRA covenants and agrees to exercise any and all rights and enforce any and all remedies under any Private Parcel acquisition agreement with respect to a default by or any action of a seller or transferor that delays a DBRA Closing Date the

cost of which enforcement shall constitute a valid use of the Municipal Project Funds for purposes of this Agreement, provided that there is a corresponding change to the Municipal Project Funds Budget in accordance with the procedures set forth in Section 3.04.

6.17 Construction Liens. DBRA shall not permit any construction liens to be recorded on any of the Parcels and, in the event any construction lien is recorded, DBRA shall immediately bond over and discharge any such construction lien (provided that the cost of such bonding does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds). To the extent permitted by Law, and to the extent covered and paid for by insurance proceeds, DBRA shall indemnify, defend, and hold FCA harmless relative to any and all Losses arising out of such construction liens, which indemnity shall survive the termination of this Agreement (provided that the costs related to such indemnity do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit).

6.18 DTE Sliver. FCA anticipates entering into an easement agreement with DTE with respect to FCA's use of the DTE Sliver in form and substance acceptable to FCA. DBRA shall have no obligation to perform any Site Preparation Activities or DBRA Environmental Activities with respect to the DTE Sliver, provided however that FCA shall have the right to elect to use the Municipal Project Funds with respect to the foregoing provided that there is a corresponding change to the Municipal Project Funds Budget in accordance with the procedures set forth in Section 3.04.

ARTICLE VII

PARTY OBLIGATIONS

7.01 DBRA Obligations.

(a) DBRA has identified sources of funds for the Municipal Project Funds, the sources and uses of which are delineated on the Sources and Uses of Funds Worksheet, and which Municipal Project Funds are anticipated by DBRA to be sufficient to fund DBRA's obligations under this Agreement, including without limitation the acquisition of the Parcels, the Site Preparation Activities, the DBRA Environmental Activities, and the DBRA Obligations Under Environmental Laws. DBRA has received all approvals necessary to secure the Municipal Project Funds, with the same being available or to be made available for DBRA's use in accordance with the Sources and Uses of Funds Worksheet, but for the portion of the Municipal Project Funds requiring approval of the Brownfield Plan and the portion of the Municipal Project Funds reflected on the Sources and Uses of Funds Worksheet as coming from State sources. DBRA shall take action to secure the portion of the Municipal Project Funds requiring approval of the Brownfield Plan with the objective of securing such funds by no later than August 31, 2019. DBRA shall use best efforts to comply with and meet any and all applicable milestones and/or requirements related to the securing of the portion of the Municipal Project Funds reflected on the Sources and Uses of Funds Worksheet as coming from State sources. DBRA shall use best efforts to have obtained and received all of the Municipal Project Funds by the last-in time Closing Date of the Parcels.

(b) DBRA acknowledges that the Project and the JNAP Retooling Project, as proposed by FCA per this Agreement, are consistent with the economic development objectives and purposes of the City and DBRA.

(c) DBRA covenants and agrees that DBRA shall comply with all police, sanitary, and/or other governmental Laws which are presently applicable or which become applicable to the activities of DBRA contemplated by this Agreement.

(d) DBRA shall continue to cooperate with FCA and the owner of Parcel 2A to monitor and encourage the maintenance of any security fence along the perimeter of Parcel 2A until the earlier of (a) Parcel 2A's redevelopment for active use, which shall include construction activities for which the security fence is an impediment in the owner of Parcel 2A discretion; or (b) until DBRA issues the Certificate of Completion.

(e) DBRA Indemnifications. To the extent permitted by Law, and to the extent covered and paid for by insurance proceeds, DBRA agrees to and shall indemnify, defend, and save harmless FCA and the agents and employees of each against and from any and all Losses arising out of a claim by a third party, excluding any and all Losses to the extent caused by the gross negligence or willful misconduct of FCA or its agents and/or employees, that may be imposed upon, incurred by or asserted against FCA by reason of any of the following occurring prior to the issuance of the Certificate of Completion: (i) any negligent or tortious act or omission of DBRA or its contractors or subcontractors in the performance of DBRA's obligations under this Agreement resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or (ii) any failure by DBRA or its contractors or subcontractors to perform its obligations under this Agreement. FCA shall each cooperate with DBRA in furtherance of any defense obligation of DBRA arising from this Subsection 7.01(e).

7.02 City Obligations.

(a) The City acknowledges that the Project and the JNAP Retooling Project, as proposed by FCA per this Agreement, are consistent with the economic development objectives and purposes of the City and DBRA.

(b) Sellers and FCA acknowledge that the construction of the real estate improvements that comprise the Project are subject to the Executive Orders providing for 51% of the work to be done by Detroit residents and 30% of contracts awarded to Detroit Contractors. The City acknowledges that, as of the Effective Date, it has entered into enhanced recruitment agreements with the Carpenters', Electrical Workers', Plumbers', and Mechanical Contractors' unions that reduce payments under the Executive Orders. The City shall provide further reasonable assistance to FCA, as reasonably requested by FCA until the Project is completed or there is a Project Default, to meet any requirements under the Executive Orders, as applicable, including without limitation working collaboratively with FCA to facilitate compliance (including achieving an efficient process for the tracking and reporting) with the Executive Orders, as applicable.

(c) The City shall make good faith efforts to cause the owner of Parcel 2A to undertake the following security measures: (i) demolition of improvements or installation an unclimbable eight (8)-foot fence with razor wire around the perimeter of any improvements; (ii) blocking off existing driveways; (iii) encasing all doorway and window openings utilizing concrete blocks and cement to eliminate entry into improvements, if not demolished; (iv) closing all interior and exterior pathways that allow access to the roof; (v) cutting down and removing all overgrown foliage and maintain the grounds; (vi) removing trash and debris, including old shipping containers; (vii) installing and maintaining appropriate lighting to illuminate the property; and, provided that FCA and/or the Parcel 2A owner fund(s) the requisite cameras and supporting infrastructure, (viii) installing and maintaining Project Green Light cameras, in which even such cameras are to be monitored by the Detroit Police Department pursuant to the Project Green Light Program. In the event FCA considers Parcel 2A to be a threat to public health and safety at any time, then FCA may refer the matter to the City for further review to determine, within a reasonable period of time following FCA's request, whether there is any basis to declare any improvement(s) dangerous and, following such a finding, whether such improvement(s) should be demolished and graded in accordance with applicable Laws. The City will otherwise engage with thirty-party owners of properties facing Algonquin Street between East Jefferson Avenue and Kercheval Avenue to ensure that site conditions do not pose a risk to public health and safety. The City's obligations under this Subsection 7.02(c) shall survive the issuance of the Certificate of Completion.

(d) The City will consult with FCA on corporate income tax policy reforms that will encourage manufacturing in the City with the objective of developing legislation to be passed at the state level. The City's obligations under this Subsection 7.02(d) shall survive the issuance of the Certificate of Completion and the termination of this Agreement for a period of ten (10) years from the Effective Date.

(e) The City will devote the resources as may be reasonably necessary to optimize traffic flow around the Project, the JNAP Retooling Project, and the immediately surrounding areas, including without limitation portions of the Conner Street right-of-way between Interstate-94 and the Jefferson-Conner intersection where significant additional traffic, including traffic related to FCA's construction efforts hereunder, is expected, prior to June 1, 2020. These efforts shall include the relocation of bike lanes to the easternmost lanes of Conner Street only. The City's obligations under this Subsection 7.02(e) shall survive the issuance of the Certificate of Completion and the termination of this Agreement for a period of ten (10) years from the Effective Date, provided however that the City shall in no event at any time remove any improvements installed pursuant to this Section 7.02(e).

(f) To the extent not already contemplated or expected by this Agreement, the City will take action to facilitate vacation of interior streets, alleys, and/or rights-of-way to maximize contiguity between Parcels as mutually acceptable to the parties. Following any such vacation, legal title vesting in the City or DBRA to such vacated streets, alleys, and/or rights-of-way between Parcels shall be conveyed to FCA by quit claim deed, to the extent legal title in favor of FCA is not vested by operation of law. For clarity, the foregoing vacations shall not include the any arterial or collector streets, including the Mack Avenue right-of-way.

(g) The City shall cause DESC to work with FCA, to the extent desired by FCA, (i) to support all aspects of FCA's talent needs, specifically, as they relate to recruiting, pre-screening and vetting, and work-readiness training, and (ii) to coordinate FCA's efforts with local leaders and provide ongoing assistance to FCA relative to FCA's hiring needs. DESC's in-kind services for FCA under this Subsection 7.02(g) are valued at an estimated Two Million and 00/100 Dollars ($2,000,000.00).

(h) The City covenants and agrees that the City shall comply with all police, sanitary, and/or other governmental Laws which are presently applicable or which become applicable to the activities of the City contemplated by this Agreement.

(i) City Indemnifications. To the extent permitted by Law, the City agrees to and shall indemnify, defend, and save harmless FCA and the agents and employees of each against and from any and all Losses arising out of a claim by a third party, excluding any and all Losses to the extent caused by the gross negligence or willful misconduct of FCA or its agents and/or employees, that may be imposed upon, incurred by or asserted against FCA by reason of any of the following occurring prior to the issuance of the Certificate of Completion: (i) any negligent or tortious act or omission of the City or its contractors or subcontractors in the performance of the City's obligations under this Agreement resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or (ii) any failure by the City or its contractors or subcontractors to perform their obligations under this Agreement. FCA shall each cooperate with the City in furtherance of any defense obligation of the City arising from this Subsection 7.02(i). Notwithstanding anything herein to the contrary, the City's total liability under this Section 7.02(i) shall be limited to the $3,000,000 maximum provided in Subsection 12.03(a), and any defense costs under this Subsection 7.02(i) shall be payable from DBRA-City Payments to be deposited in the City/DBRA Liability Escrow. Indemnity claims for fixed amount third-party damage awards or settlements may be satisfied with the Real Property Equivalent.

7.03 FCA's Obligations.

(a) FCA shall use commercially reasonable efforts to issue purchase orders in connection with the construction of the real estate improvements that comprise the Project in order to comply with the Executive Orders, as applicable. Notwithstanding the foregoing, the parties acknowledge and agree that any failure by FCA to so comply shall not constitute a breach of this Agreement or an Event of Default hereunder. DBRA's or the City's sole remedy for any failure of FCA to comply with the Executive Orders shall be FCA's obligation to comply with any recourse available to the City identified in the Executive Orders.

(b) Project.

(i) The Project. From and after the Effective Date, subject to the terms of this Agreement, FCA covenants and agrees to begin within ninety (90) days from the Effective Date and diligently complete applicable construction activities to the point where FCA has commenced operations of the Mack Assembly Plant by no later than the Project Completion Date, subject to Force Majeure, any Delayed Acquisition (which was not caused by an FCA default); or the Event of Default by DBRA and/or the City to timely perform their respective

obligations under this Agreement (which obligations shall be subject to Force Majeure and any extensions granted by FCA in accordance with the terms contained in this Agreement) and which default shall be specifically identified in a Notice further identifying the causal link between DBRA or the City's purported default and FCA's inability to complete construction of the Project by the Project Completion Date; provided, however, that if unexpected setbacks in construction and/or materially adverse economic changes cause FCA to require additional time to complete the Project and provide the Operations Notice, FCA may, in its sole and absolute discretion, extend the Project Completion Date and, accordingly, the time period for providing such Operations Notice, by one (1) year by providing Notice to DBRA and the City by no later than September 30, 2022. In the event of a Force Majeure, Delayed Acquisition, and/or an Event of Default by DBRA and/or the City per the terms contained above, then the Project Completion Date, and, accordingly, the date by which the Operations Notice is to be provided by FCA under this Agreement, shall be automatically extended day-for-day to account for every day that FCA is delayed in delivering the Operations Notice as a result thereof (and, in the case of an Event of Default by DBRA and/or the City, automatically extended further an additional sixty (60) days). The Project will represent an investment by FCA of approximately One Billion Six Hundred Million Dollars ($1,600,000,000.00), and is intended to create approximately three thousand eight hundred fifty (3,850) net new full-time employees in the operation of the Mack Assembly Plant. The investment and job numbers set forth in this Subsection are subject to general economic conditions and technological changes, as well as competitive requirements within the global automotive industry.

(ii) FCA shall be solely responsible for and shall pay in a timely manner all costs and expenses of whatsoever kind or nature constituting the cost of construction of the real estate improvements that comprise the Project.

(iii) Insurance. FCA shall maintain at its expense, and shall cause its contractors and subcontractors to maintain at their expense, from the Effective Date until the Certificate of Completion is issued, the following insurance bearing a minimum A.M. Best Rating of A-:VII: (i) General Liability including contractual liability and products and completed operations for the activities undertaken by such contractor(s) pursuant to this Agreement in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence, (ii) automobile liability for any owned, hired or non-owned vehicles for a minimum limit of Five Million Dollars ($5,000,000.00) and (iii) workers' compensation in compliance with applicable state statutes and employer's liability insurance with a minimum limit of One Million Dollars ($1,000,000.00). FCA's contractors and subcontractors shall also maintain Contractors Pollution Liability insurance in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence. or such lesser amounts of coverage as may be approved in writing by DBRA. Professional service contractors and subcontractors involved in any design and/or engineering processes shall also carry professional liability of Five Million Dollars ($5,000,000.00) per occurrence or in such lesser amounts as may be approved in writing by DBRA, although other professional services contractors or subcontractors shall carry professional liability in the amount of Two Million Dollars ($2,000,000) per occurrence. Each contractor shall be responsible for property coverage of their own tools and equipment. Each policy required herein shall: (i) be primary without contribution from any similar insurance maintained by DBRA, the City, FCA or their respective affiliates, (ii) (except workers' compensation) name DBRA and the City as named additional insureds, and (iii) in favor of DBRA, the City, and FCA, provide a waiver of subrogation or no

right of recovery by such contractor(s) and their respective insurers. Except for worker's compensation and professional liability, the insurance policies shall name the City and DBRA as additional insureds and shall, to the extent obtainable, be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to DBRA and the City. As to the additional insureds, the insurance provided shall be primary and non-contributory. Umbrella coverage may be used to satisfy the limits of insurance for general liability and auto liability policies noted above. Certificates of insurance evidencing such coverage shall be submitted to DBRA prior to each Closing. If the insurance is on a "claims made" basis, evidence of insurance shall be submitted for three (3) years after issuance of the Certificate of Completion.

(iv) FCA Indemnifications. FCA agrees to and shall indemnify, defend, and save harmless the City, DBRA, and the agents and employees of each against and from any and all Losses arising out of a claim by a third party, excluding any and all Losses to the extent caused by the gross negligence or willful misconduct of the City, DBRA, or the agents and/or employees of each, that may be imposed upon, incurred by or asserted against the City or DBRA by reason of any of the following occurring prior to the issuance of the Certificate of Completion: (i) any negligent or tortious act or omission of FCA or its contractors or subcontractors in the performance of FCA's obligations under this Agreement resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use therefrom; or (ii) any failure by FCA or its contractors or subcontractors to perform their obligations under this Agreement. The City and DBRA shall each cooperate with FCA in furtherance of any defense obligation of FCA arising from this Subsection 7.03(b)(iv).

(c) The JNAP Retooling Project. The JNAP Retooling Project will represent an investment by FCA of approximately Nine Hundred Million and 00/100 Dollars ($900,000,000.00), and is intended to create approximately one thousand one hundred (1,100) net new full-time employees. The investment and jobs numbers set forth in this subsection are subject to general economic conditions and technological changes, as well as competitive requirements within the global automotive industry.

(d) Mack Assembly Plant Application Process. Provided the following terms continue to be permissible under any collective bargaining agreement entered into by FCA, including the UAW Contract, FCA will use good faith efforts to provide Detroit Residents the opportunity to apply for Production Jobs in accordance with the terms set forth in this Section 7.03(d).

(i) Initial Application Process. FCA will comply with the following provisions:

(1) As part of the City Incentives Proposal, DESC, as the implementation partner of Detroit at Work, has agreed to support aspects of FCA's talent needs as they relate to recruiting, pre-screening and vetting, and work-readiness training related to Production Jobs. The City will cause DESC to provide such support in-kind and with a value of at least Two Million Dollars ($2,000,000.00). The type and scope of DESC's support will be as mutually agreed by DESC and FCA.

(2) FCA will work with DESC to develop a mutually-agreeable initial application process that gives Detroit Residents the opportunity to apply for Production Jobs, subject, however, to FCA providing priority to UAW Candidates.

(3) Subject at all times to priority being given to the UAW Candidates, FCA will, in cooperation with DESC, open specified windows exclusively for Detroit Residents (anticipated to be 1 - 2 weeks each) to apply for Production Jobs in the following order of priority: (A) first, to Detroit Residents who reside in the geographic areas most impacted by the Project due to their proximity to the Mack Assembly Plant (*i.e.*, those who reside in zip codes 48213, 48214 and 48215), including but not limited to, individuals who have successfully completed the DESC readiness program which includes, among others, those who have a criminal conviction, or who are military veterans as defined in the VEVRAA; and (B) second, to all other Detroit Residents, including but not limited to, individuals who have successfully completed the DESC readiness program as a result of a criminal conviction, or who are military veterans as defined in VEVRAA (the individuals described in sub-sections (i)(3)(A) and (B) above collectively referred to as the "DESC Candidates"). DESC will provide a list of individuals that fall into these priority categories and otherwise meet FCA's basic job requirements, which individuals will be given the opportunity to apply for Production Jobs during the exclusive application windows and who will be considered by FCA for hiring so long as they meet FCA's basic job requirements, as determined by FCA in its sole and absolute discretion.

(4) Subject at all times to priority being given to the UAW Candidates in accordance with sub-section (i)(2) above, and subject to FCA giving priority to the DESC Candidates during the exclusive application windows in accordance with sub-section (i)(3) above, FCA will provide the general public with the opportunity to apply for Production Jobs.

(ii) Hiring After Initial Application Process. After the initial application process is complete, subject at all times to priority being given to the UAW Candidates, FCA will prioritize hiring for qualified Detroit Residents. To do so, DESC will maintain a list of DESC Candidates who meet FCA's basic job requirements and FCA will open an early application window for the list of Detroit Residents submitted by DESC, or through a modified process mutually agreed to by DESC and FCA. If DESC fails to meet the standards specified in subsection (i) above, including, but not limited to, by failing to maintain a list of DESC Candidates who meet FCA's basic job requirements to be made available to FCA within two (2) business days after FCA's request, FCA will give DESC 90 days written notice to cure the deficiency. If DESC does not cure the deficiency within such 90-day period, FCA's obligations to work with DESC will cease. If at any time DESC fails to provide the requested list within two (2) business days of FCA's request, or if any such requested list does not include a sufficient number of DESC Candidates, then FCA may use its regular hiring processes to identify and hire any candidates in order to meet FCA's business needs until such time as DESC provides the requested list.

Notwithstanding anything in this Section to the contrary, the provisions set forth in this Section apply to priorities in applying for Production Jobs and do not require FCA to hire any particular Detroit Resident, and further, in no event will FCA be required to hire any individual who does not meet the basic qualifications for the position, as determined by FCA in its sole and absolute discretion.

(e) Cooperation. From and after the date hereof, FCA shall cooperate with DBRA to secure all consents, approvals, authorizations, exemptions and waivers as shall be required in order to enable FCA to consummate the Transactions contemplated by this Agreement and to undertake and complete construction of the Project.

(f) Further Assurances. From and after the date hereof, FCA shall, at the reasonable request of DBRA, execute and deliver any such further instruments or documents and take all such further action as DBRA may reasonably request to meet its obligations under this Agreement and to evidence consummation of the Transactions contemplated by this Agreement.

(g) St. Jean Barrier. Notwithstanding DBRA's other obligations under this Agreement, but subject to the provisions of Section 6.15 hereof and the full execution by DBRA and FCA of the DBRA Access Agreement, FCA agrees to permit DBRA to construct the St. Jean Barrier on Parcels 1, 1A, 8, 8A and 8B at DBRA's sole cost and expense using the Municipal Project Funds, pursuant to the terms of this Section 7.03(g), and further covenants and agrees to subject same to the Barrier Restriction, whether by operation of a deed restriction or declaration of restriction, as the circumstances of conveyance may require. FCA shall have the right to review and approve the design and location of the St. Jean Barrier, which approval shall not be unreasonably withheld, prior to DBRA commencing any construction activities relative thereto. Following written approval by FCA, DBRA shall use commercially reasonable efforts to expedite the construction of the St. Jean Barrier, such that construction of the St. Jean Barrier is complete prior to FCA's paving of Parcels 1, 8, 8A, and 8B. If DBRA is unable to complete construction of the St. Jean Barrier prior to conveyance to FCA, FCA shall permit DBRA, subject to the terms of Section 6.15 hereof and the full execution by DBRA and FCA of the DBRA Access Agreement, access to and use of those areas of Parcels 1, 8, 8A, and 8B as may be required for DBRA to construct the St. Jean Barrier, with the objective of completing such construction no later than one (1) year after the Effective Date. In the event DBRA is constructing the St. Jean Barrier after conveyance of Parcels 1, 8, 8A or 8B and Vacated St. Jean Street to FCA, then DBRA shall not permit any construction liens to be recorded on Parcels 1, 8, 8A or 8B or Vacated St. Jean Street and in the event any construction lien is recorded, DBRA shall immediately bond over and cause the discharge of any such construction lien (provided that the costs of such bond do not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit).

(h) Compliance with Fair Employment Laws. In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to, Title VII of the Civil Rights Act of 1965 (P.L. 88-352, 78 Stat. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including, but not limited to, the Michigan Civil Rights Act

(1976 P.A. No. 453) and the Michigan Handicappers Civil Rights Act (1976 P.A. No. 220), FCA agrees that, in carrying out its obligations under this Agreement, it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment or hire because of his or her religion, race, color, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. FCA hereby recognizes the right of the United States and the State to seek judicial enforcement of the foregoing covenants against discrimination against itself or its associates connected directly or indirectly with the performance of this Agreement.

(i) Non-Discrimination. FCA, in carrying out its obligations under this Agreement, shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, public benefit status, sex or sexual orientation.

(j) Compliance with Other Laws. FCA covenants and agrees that FCA shall comply with all Laws which are presently applicable or which become applicable to FCA's construction of the Project.

(k) Brownfield Financing. Beginning on the Effective Date, FCA covenants and agrees to comply within fifteen (15) days following any request of DBRA for information in its possession relating to the environmental condition of the Mack Plant Property and evidence of completion of eligible activities and the incurrence of eligible costs, as such terms are defined in Act 381; and that for as long as this Agreement is effective (but in no event to exceed DBRA's provision of the Certificate of Completion), and DBRA and FCA have executed the DBRA Access Agreement, it shall provide DBRA and its agents and contractors with access to the Mack Plant Property to conduct such environmental testing as may be required to include the Mack Plant Property in the Brownfield Plan. Any Brownfield Plan work plan to be submitted with respect to the Project shall be prepared by DBRA, and FCA shall have the right of review and approval prior to its submittal to any public entity, which approval shall not be unreasonably withheld. Any access of DBRA to the Mack Plant Property permitted by this Section 7.03(i) shall be subject to the terms of Section 6.15 hereof.

(l) Final Closing Certification. Provided that DBRA and the City have met their obligations under this Agreement, FCA covenants and agrees that as a condition of Closing on the final Parcel conveyed to FCA, FCA shall provide the Final Closing Certification.

(m) Resale of Parcels. From the Effective Date until the Monitoring Termination Date, except in the event of a Permitted Transfer, FCA shall not convey or transfer any fee simple interest in any Parcel, in whole or part, without the prior written consent of DBRA, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that DBRA's consent under this Section 7.03(m) shall be deemed given by DBRA if FCA provides DBRA with a Notice setting forth FCA's reasonable expectation, based on information provided by such third-party purchaser, that the conveyance or transfer of such Parcel will result in (i) business, commercial and/or industrial use (including, without limitation,

use for parking, storage, vehicle marshalling or logistics) of the Parcel within twelve (12) months of the date of conveyance or transfer; or (ii) commencement of a project for any such business, commercial and/or industrial use of the Parcel within twelve (12) months of conveyance or transfer. If, at any time prior to the Monitoring Termination Date, except in the event of a Permitted Transfer, FCA desires to convey or transfer any fee simple interest in any Parcel, FCA will provide written Notice to DBRA. If DBRA's consent is required pursuant to the above and DBRA provides its consent, or is deemed to have given its consent, FCA may negotiate and enter into a purchase and sale agreement, after which FCA will provide written Notice to DBRA of the purchase price to be paid to FCA and Parcel Capital Expenses. Upon FCA's conveyance or transfer consistent with the terms of this Section 7.03(l), FCA shall pay DBRA seventy-five percent (75%) of the Net Cash Proceeds from the sale of such Parcel but only to the extent the cumulative Annual City Revenue which the City is then in receipt is less than the Monitoring Investment Value. Such Net Cash Proceeds will be paid by FCA to DBRA within fifteen (15) days of FCA's conveyance or transfer and DBRA or the City shall credit the full amount of the Net Cash Proceeds paid by FCA to the Annual City Revenue in the applicable Annual City Revenue Report in accordance with the provisions of Section 10.04. Following the Monitoring Termination Date, FCA shall have no obligations under this Section 7.03(m), no consent of DBRA shall be required for FCA to convey or transfer any Parcel, and DBRA shall not be entitled to any Net Cash Proceeds resulting from any such conveyance or transfer of any interest in any Parcel. Notwithstanding anything herein to the contrary, this provision shall survive termination of this Agreement until the Monitoring Termination Date; provided, however, upon the conveyance or transfer of any Parcel in compliance with this Section 7.03(m), including, without limitation, a Permitted Transfer, the subject Parcel shall be released from any further obligations or rights under this Section 7.03(m).

(n) Permanent Plant Shutdown. If, at any time from the Effective Date until the later to occur of (1) the Monitoring Termination Date or (2) fifteen (15) years from the Effective Date, there is a Permanent Plant Shutdown, and if no conveyance or transfer under Subsection 7.03(m) with respect to Parcel 12 has first occurred, then the City shall have the Parcel 12 Option. FCA will provide the City with Notice of a Permanent Plant Shutdown as soon as practicable following the occurrence of a Permanent Plant Shutdown. At any time within one (1) year following the receipt by the City of Notice from FCA of the Permanent Plant Shutdown, the Parcel 12 Option may be exercised by the City upon delivery to FCA of a Notice of exercise of the option. Upon receipt of Notice by FCA of the City's exercise of the Parcel 12 Option, FCA and the City will negotiate in good faith a mutually acceptable purchase agreement setting forth the Fair Market Value of Parcel 12 (as determined pursuant to the process described in Subsection 1.01 of this Agreement), a minimum one hundred twenty (120) day inspection period during which the City shall have reasonable access to Parcel 12 to conduct necessary due diligence and seek necessary Detroit City Council approval, a closing date not less than sixty (60) days after the conclusion of the inspection period, and other terms and conditions as agreed by the parties, it being understood that such other terms and conditions will be consistent with the terms and conditions upon which Parcel 12 was conveyed by DBRA to FCA pursuant to this Agreement, including, without limitation, on an "AS IS" basis, provided however FCA shall discharge any liens voluntarily created by FCA or resulting from FCA's actions, and pursuant to a quitclaim deed. The City shall have the right to assign the Parcel 12 Option to any of its instrumentalities, including but not limited to the DBRA, at any time and in its sole and absolute discretion. Notwithstanding anything herein to the contrary, this Subsection 7.03(n) shall survive

termination of this Agreement for the duration provided in this Subsection 7.03(n), but in any event shall automatically terminate and be of no further force or effect upon any conveyance or transfer of Parcel 12 pursuant to Subsection 7.03(m).

7.04 Covenants Binding on Successors, Period of Duration. DBRA, the City, and FCA agree that the agreements and covenants set forth in this Article VII shall be binding upon DBRA, the City, and FCA, and their respective successors and assigns and shall remain in effect without limitation as to time with the exception of the agreements and covenants set forth in (i) Subsections 7.01(d), 7.02(b), 7.02(c), 7.02(d), 7.02(e), 7.03(d), 7.03(m) and 7.03(n), which shall only remain in effect for the time periods specified therein; and (ii) Subsections 7.01(a) 7.02(f), 7.02(g), 7.03(a), 7.03(b)(i)-(iii), 7.03(c), 7.03(e), 7.03(f), 7.03(g), 7.03(h), and 7.03(i), 7.03(j), 7.03(k), 7.03(l), which shall only remain in effect until FCA receives the Certificate of Completion.

ARTICLE VIII

CONDITIONS PRECEDENT TO OBLIGATIONS OF FCA

The obligations of FCA to consummate any of the Transactions contemplated by this Agreement, in whole or in part as to each Parcel, shall be subject to the fulfillment (or waiver by FCA) at or prior to each Closing of each of the following FCA Conditions Precedent:

8.01 Accuracy of Representations, Warranties, Covenants and Agreements of DBRA and the City. DBRA and the City shall have complied in all material respects with all of their covenants and agreements contained herein to be performed at or prior to Closing on the subject Parcel, and shall have obtained all registrations, consents or approvals of or from, , any federal, state or other Governmental Authority or regulatory body required in connection with the applicable Transaction. All representations and warranties of DBRA and the City contained herein shall be true in all material respects on and as of such Closing Date with the same effect as though made on and as of such Closing Date and, except to the extent that such representations and warranties were made as of a specified date, such representations and warranties shall continue on such Closing Date to have been true in all material respects as of the specified date.

8.02 Certificate of Fulfillment/FCA Inspection. Each of DBRA and the City shall have delivered to FCA at each Closing a Certificate of Fulfillment, dated as of such Closing Date, as to the accuracy or modification of all of its representations, warranties, covenants and agreements in Section 4.01 or Section 4.02, as applicable, and the fulfillment of each of the conditions set forth in Article VI and Section 8.01, provided that in no event shall such certification require DBRA or the City to certify the work or testing of any third-party, including but not limited to third-party work to achieve those obligations of DBRA under Sections 6.06 and 6.13. At FCA's election, prior to each Closing Date, FCA shall have the right to physically inspect each Parcel to determine, in FCA's sole and absolute discretion, that DBRA has fulfilled and complied with the covenants and agreements and the fulfillment of each of the conditions set forth in Sections 6.06, 6.07 and 6.13, and if FCA so elects to conduct such inspection, the results of such inspection shall be satisfactory to FCA in its sole and absolute discretion. FCA's satisfaction shall be confirmed by FCA's acceptance of the Parcel at Closing, in which case DBRA shall be deemed to have satisfied all obligations under this Agreement relative to such Parcel, including but not limited to

those obligations of DBRA under Sections 6.06 and 6.13 subject to the terms and conditions of Section 3.08.

8.03 Absence of Actions or Proceedings. There shall be no actual or threatened action or proceeding by or before any court, other Governmental Authority or arbitration tribunal which shall seek to restrain, prohibit or invalidate any of the Transactions contemplated by this Agreement or which might affect the right of FCA to undertake the Project subsequent to such Closing and which, in the judgment of FCA made in good faith and based upon advice of its counsel, makes it inadvisable to proceed to consummate the Transactions contemplated by this Agreement.

8.04 Incentives. Approvals of any and all Incentives shall have been granted and FCA shall have entered into any and all applicable agreements relative thereto.

8.05 Identified Obligations. DBRA and the City shall have fulfilled all of the applicable Identified Obligations as to the subject Parcel in accordance with and pursuant to the terms of Section 3.04.

8.06 Approvals for Project. FCA shall have received all consents, approvals, authorizations, demolition permits, construction permits, exceptions and waivers that shall be required in order for FCA to commence work on the Project as to a Parcel, including without limitation the Approvals and any other approvals and authorizations of third parties, including without limitation, third party utility providers.

8.07 Issuance of Title Insurance Policy and Survey The Title Insurance Company shall deliver to FCA the Title Insurance Commitment for each Parcel "marked-up" and effectively dated as of the date of the recording of the quitclaim deed or covenant deed, as applicable, deleting all requirements thereunder so as to obligate the Title Insurance Company unconditionally to issue to FCA an original Title Insurance Policy for each Parcel in the amount of the Fair Market Value applicable to that respective Parcel (or such other amount up to Fair Market Value as delineated in writing by FCA), subject only to the Permitted Exceptions, together with a proforma title insurance policy. DBRA shall have delivered a Survey of each Parcel acceptable to FCA in accordance with the terms of Section 6.02.

8.08 Miscellaneous. No right of FCA to terminate this Agreement or its rights hereunder shall have occurred and be continuing and DBRA shall have delivered to FCA the documents listed in Section 3.03.

8.09 Update to Environmental Assessments. The environmental assessment(s) performed under the terms of Sections 6.05 and 6.09 shall be valid on the Closing Date for a Parcel under applicable laws, ordinances, regulations, statutes, rules, covenants and restrictions, Environmental Laws and/or the current ASTM e1527-13 standard. In the event of an Invalid Assessment, FCA shall have the right to extend the Closing Date for no greater than forty-five (45) days in order to perform an update to any Invalid Assessment (or if required by applicable laws, ordinances, regulations, statutes, rules, covenants and restrictions, Environmental Laws and/or the current ASTM e1527-13 standard, obtain a new assessment consistent in scope and purpose as such Invalid Assessment), and FCA shall have the right to access a Parcel for such

inspections and investigations, at FCA's sole cost, subject to the terms of Section 6.09. The updates and new assessments, as the case may be, shall confirm that the environmental condition of a Parcel has not changed since the date of the Invalid Assessment (through no fault of FCA or its agents, contractors and consultants during the performance of Due Diligence).

8.10 Baseline Environmental Assessments. Prior to each Closing, FCA shall have an opportunity to complete a Baseline Environmental Assessment for each Parcel or Parcels, as applicable, and shall have the opportunity to disclose each Baseline Environmental Assessment to the appropriate Governmental Authority in accordance with Environmental Laws.

8.11 Environmental Liability Assurances. FCA shall have received all forms of reasonably satisfactory environmental liability assurance required to be issued prior to each Closing in order to be effective from the Michigan Department of Environmental Quality and/or United States Environmental Protection Agency, with respect to any Pre-Closing Environmental Liability that extends beyond the protection of a BEA at or related to any Parcel(s) or that arises by operation of law.

8.12 No Defaults. There shall have been no Event of Default under this Agreement by DBRA or the City.

8.13 Brownfield Plan-Conditioned Funds/State Incentives. Except as to those Parcels for which the Closing Date is before the date set forth in Subsection 7.01(a) or Parcels to be acquired with portions of the Municipal Project Funds not conditioned upon approval of the Brownfield Plan, DBRA shall have received all approvals for the Municipal Project Funds conditioned upon approval of the Brownfield Plan. The Michigan Strategic Fund shall have approved, and entered into relevant agreements with FCA to provide, the portion of the State Incentives as set forth on the State Incentives Proposal for the Project as well as for the JNAP Retooling Project, that the Michigan Strategic Fund has authority to approve and contract.

In the event that any of the foregoing conditions are not satisfied through no default by the City or DBRA of this Agreement (or waived in writing by FCA) on or before a Closing Date, then FCA shall have the right to (i) terminate its rights under this Agreement with respect to such Parcel, in which event, such Parcel will be deemed a Declined Parcel under this Agreement and the parties shall have no further obligations to one another under this Agreement with respect to such Parcel, except for those obligations hereunder that expressly survive the termination of this Agreement, or (ii) extend the Closing Date for such Parcel until the Conditions Precedent Extension Date. In the event that any of the foregoing conditions are not satisfied with respect to such Parcel through no default of the City or DBRA of this Agreement (or waived in writing by FCA) on or before the Conditions Precedent Extension Date, then FCA shall have the right to terminate its rights under this Agreement with respect to such Parcel, in which event, the parties shall have no further obligations to one another under this Agreement with respect to such Parcel, except for those obligations hereunder that expressly survive the termination of this Agreement. Notwithstanding anything to the contrary herein, in the event that any of the foregoing conditions are not satisfied (or waived in writing by FCA) on or before a Closing Date, as may be extended hereby, as a result of an default of DBRA or the City of this Agreement, then FCA shall have the right to exercise any and all remedies available to FCA under Article XI hereof.

For clarity, FCA's obligation to complete the Project as to the Mack Assembly Plant Property and any Parcel that is not a Declined Parcel shall be unaffected by FCA's election to terminate its rights as to any Parcel. Notwithstanding FCA's termination of its rights as to any Parcel, DBRA shall be authorized to complete payments of any outstanding contracts for work in progress at the time of such termination in accordance with the terms of Subsection 6.09(c). Further, notwithstanding anything to the contrary herein, in the event that any of the FCA Conditions Precedent or any of DBRA's or the City's obligations under this Agreement are not satisfied (or waived in writing by FCA) on or before the Closing Date with respect to such Parcel, as may be extended hereby, as a result of a default by DBRA or the City, then FCA shall have the right to exercise any and all remedies available to FCA under Article XI hereof with respect to such Parcel.

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF DBRA

The obligations of DBRA to consummate the Transactions contemplated by this Agreement, in whole or in part as to each Parcel, shall be subject to the fulfillment (or waiver by DBRA) at or prior to each Closing of each of the DBRA Conditions Precedent:

9.01 Accuracy of Representations, Warranties, Covenants and Agreements of FCA. FCA shall have complied in all material respects with all of its covenants and agreements contained herein to be performed at or prior to each Closing Date and, except as otherwise contemplated hereby, all representations and warranties of FCA contained herein shall be true in all material respects on and as of such Closing Date with the same effect as though made on and as of such Closing Date and, except to the extent that such representations and warranties were made as of a specified date, such representations and warranties shall continue on such Closing Date to have been true in all material respects as of the specified date.

9.02 No Prohibition. No statute, rule or regulation promulgated by any Person or order of any court or administrative agency shall be in effect which prohibits DBRA from consummating the Transactions contemplated by this Agreement.

9.03 Certifications. As to the last-in-time Closing at which the final Parcel(s) is to be conveyed only, FCA shall have provided the Final Closing Certification as provided in Section 7.03(l).

9.04 No Defaults. There shall have been no Event of Default under this Agreement by FCA, but expressly excluding any Event of Default by FCA under Sections 7.03(d) and 10.04.

9.05 Sufficient Funds. All of the Municipal Project Funds with respect to each Parcel and the Transaction with respect to such Parcel, shall have been secured by DBRA within such period of time as will enable DBRA and the City to perform, within the time limits set forth in this Agreement, the entirety of their functions or obligations as required hereunder with respect to such Transaction, including the amounts anticipated from State sources and funds requiring approval of the Brownfield Plan; provided however, if the lack of sufficiency of funds, if any, shall have been caused by a default by the City and/or DBRA under this Agreement or under the

MSF Investment Agreement, then this Section 9.05 shall not be a "Condition Precedent" to the City's and/or DBRA's obligation to consummate a Transaction with respect to a Parcel and the City and/or DBRA shall proceed to Closing and consummate the Transaction for that Parcel. For clarity, DBRA's inability to meet a milestone under the MSF Investment Agreement by reason of Force Majeure shall not be considered a "default" for purposes of this Section 9.05.

In the event that any of the Conditions Precedent under Sections 9.01, 9.02, 9.03, and/or 9.04 are not satisfied or waived in writing by DBRA within the time for performance, DBRA shall, within ten (10) days following the date such condition(s) should have been satisfied, give Notice to FCA setting forth the condition(s) which remains unsatisfied and in what respect the condition(s) remains unsatisfied, whereupon, the Closing Date shall automatically be extended for an additional thirty (30) days or such longer period as is mutually acceptable to the parties. In the event that the condition(s) is not satisfied by such subsequent date, DBRA may, upon Notice to FCA, given within ten (10) days following such subsequent date (i) elect to further extend the Closing Date for a period of no more than thirty (30) days or such longer period of time as is mutually acceptable to the parties or (ii) elect to terminate FCA's rights under this Agreement as to the subject Parcel and proceed to dispose of or otherwise use such Parcel, within DBRA's sole and absolute discretion at DBRA's sole cost and expense, free and clear of any rights FCA may have under this Agreement.

In the event that the Conditions Precedent under Section 9.05 is not satisfied or waived within the time for performance thereof, DBRA shall, following the exercise of commercially reasonable efforts to cure such condition other than by use of City funds (including but not limited to bond proceeds which are not already part of the Municipal Project Funds), but within ten (10) days following the date the condition should have been satisfied, provide written Notice to FCA, setting forth the condition which remains unsatisfied and in what respect the condition remains unsatisfied. Within five (5) business days following receipt of such Notice, then FCA shall have the option to either (i) agree in writing to fund any required shortfall in Municipal Project Funds such that the Transaction can be consummated, in which case FCA and DBRA shall consummate the Transaction as to such Parcel or (ii) elect to terminate this Agreement as to such Parcel, in which event the Parcel shall be deemed a Declined Parcel.

ARTICLE X

PROJECT COMPLETION

10.01 Certificate of Completion. When FCA considers all work required of FCA hereunder to be complete with respect to the Mack Plant Property and Parcels 1, 1A, 8, 8A and 8B (to the extent acquired pursuant to this Agreement), FCA shall apply for and the City, if FCA's application and the City's inspections are reasonably satisfactory to the City, shall issue, pursuant to the Expedited Approval Process, the Operative Certificate of Occupancy and for purposes of clarity, the City acknowledges and agrees that the City (and/or any instrumentality of the City) shall not delay nor condition the issuance of the Operative Certificate of Occupancy due to the fact that construction work has yet to be started or completed on any of the other Parcels. When FCA commences to operate the Mack Assembly Plant, FCA shall provide the Operations Notice. Upon the City's issuance of the Operative Certificate of Occupancy and DBRA's receipt of the Operations Notice, DBRA shall issue the Certificate of Completion no

later than fifteen (15) days following DBRA's receipt of the Operations Notice, which Certificate of Completion shall be subject to FCA's prior review and approval. Any dispute as to whether FCA has commenced operation of the Mack Assembly Plant shall be resolved pursuant to Section 13.10(b). The Certificate of Completion shall apply to and make reference to all of the Parcels.

10.02 Effect. The Certificate of Completion shall be a conclusive acknowledgment by DBRA of satisfaction by FCA of its obligations under this Agreement. Upon issuance of the Certificate of Completion, this Agreement will be automatically terminated, and the parties will have no further obligations to one another under this Agreement, except for those obligations and rights hereunder that expressly survive the termination of this Agreement. For the avoidance of doubt, all indemnification obligations under this Agreement survive the termination of this Agreement.

10.03 Recordable Form. The Certificate of Completion shall be in such form as can be recorded against all of the Parcels. The cost of recording the Certificate of Completion shall be the responsibility of FCA.

10.04 Monitoring Revenue Generation.

(a) Information Reporting by FCA. On or before June 1 of each year following the first full calendar year after FCA's delivery of the Operations Notice, FCA shall deliver to the City and DBRA a Project Data Report containing the information described in the Project Data. Notwithstanding the foregoing, the first Project Data Report shall cover the period beginning on the Effective Date and running through the end of the first full calendar year after FCA's delivery of the Operations Notice.

(b) Monitoring of Revenue; Reports to Detroit City Council. On or before September 1 of each year in which the City receives a Project Data Report from FCA, the City shall calculate the Annual City Revenue, based on the Project Data set forth in the Project Data Report provided by FCA, and the City shall produce the Annual City Revenue Report and submit such report to the Detroit City Council by no later than October 1 of each year. The Annual City Revenue Report shall also include the cumulative Annual City Revenue for all years following the Effective Date. Prior to submitting any Annual City Revenue Report to the Detroit City Council, the City will provide such Annual City Revenue Report to FCA for concurrence with the City's calculations therein. FCA must provide Notice of any objections to the City within ten (10) business days of receipt of the Annual City Revenue Report. If FCA timely provides a Notice of objections, then FCA and the City will discuss and agree in good faith on the final calculations prior to the City submitting the Annual City Revenue Report to the Detroit City Council. Any disputes regarding the calculations will be finally resolved pursuant to Section 13.10(b). Subject to the Confidentiality Agreement, the City or DBRA, or any representative of either, shall be permitted to deliver any additional reports or information to any Governmental Authority (including but not limited to the Detroit City Council and/or DBRA Board of Directors) as may be reasonably necessary to respond to any request of, or otherwise inform such Governmental Authority in connection with the Project, without approval from FCA but the City shall provide to FCA written notice thereof at least five (5) business days before the delivery any such additional reports or information and to the extent FCA reasonably believes the delivery of

any such additional reports or information will violate the Confidentiality Agreement, then FCA shall provide Notice thereof to the City and/or the DBRA and thereafter the City and the DBRA shall be prohibited from such distribution and the matter shall be finally resolved pursuant to Section 13.10(b), and FCA shall maintain the right to seek injunctive relief with respect thereto.

(c) Termination of Obligations. The reporting obligations of the parties set forth in this Section 10.04 shall survive termination of this Agreement and shall terminate on the date the Monitoring Termination Date.

(d) Payment of Shortfall. If, on the Monitoring Termination Date, the cumulative Annual City Revenue stated in all Annual City Revenue Reports is less than the Monitoring Investment Value, FCA shall pay the City the shortfall within thirty (30) days of receipt of an invoice from the City, less the sum of (i) any amounts that FCA was required to expend for the Project under the terms of this Agreement where the Then Remaining Municipal Project Funds, subject to the MPF Limit, were inadequate to fund the obligations of the DBRA and/or the City under this Agreement, (ii) subject to the terms of Section 12.03(a), any damages incurred by FCA for an Event of Default under this Agreement by DBRA and/or the City, which claim was not paid to FCA because the damages exceeded the Then Remaining Municipal Project Funds, subject to the MPF Limit; (iii) any and all Net Cash Proceeds received by DBRA and/or the City under the terms of Section 7.03(m) and (iv) any fines and/or penalties FCA is required to pay under the Executive Orders. In accordance with the terms of Section 13.10, DBRA and/or the City shall be permitted to seek direct damages in an amount not to exceed the above-noted shortfall and all reasonable out of pocket costs incurred by City and/or DBRA in enforcing its right to seek such direct damages, subject to the terms of Section 12.03.

(e) Audit Right. The City or the DBRA (but not both for the same audit period) shall have the right to audit, or engage a qualified non-contingency based third-party to audit, the Project Data Report no more than once per calendar year and for no more than the two (2) immediately prior calendar years. FCA shall keep and maintain all books, records and other documents relating to the calculations upon which the Project Data Report is based for at least two (2) years after the year to which the Project Data Report applies. Any duly authorized representative of the City or DBRA, as applicable, shall, upon seven (7) days prior written notice, have access to and the right, at its sole cost and expense, to inspect, copy, audit and examine all such books, records and other documents of FCA with respect to the Project Data during regular business hours in order to determine whether the Project Data Report for any given year is accurate. In the event that such audit discloses that the Annual City Revenue has been underestimated or overestimated by more than 2.5% due to the inaccuracy of data provided in FCA's Project Data Report, the Annual City Report for such year shall be promptly corrected. DBRA or the City, as applicable, together with its agents, contractors and employees shall be subject to a reasonable confidentiality agreement (subject to applicable law and which shall not abrogate compliance with the Freedom of Information Act) (the "Confidentiality Agreement") and shall minimize any interference with FCA's operations during the course of any audit under this Section 10.04. Notwithstanding anything to the contrary contained in this Agreement, to the extent DBRA or the City, as applicable, is not able to maintain any information which it may be provided pursuant to the Confidentiality Agreement, DBRA or the City, as applicable, shall not be entitled to remove from the premises where any such audit is being conducted any documentation, notes or other information related to any such audit(s) or this Agreement.

(f) Failure to Provide Project Data Report/Remedy. If FCA fails to deliver the Project Data Report by June 1 of any year, the City will provide Notice of such to FCA and FCA will then have thirty (30) days to deliver such Project Data Report. If by the end of this 30-day period FCA has not delivered the Project Data Report, the City may as its sole and exclusive remedy, retain the Independent Accounting Firm, at FCA's cost, to prepare the Project Data Report and deliver such to the City on or before August 1. Prior to the City engaging any Independent Accounting Firm, such firm shall have entered into a services agreement reasonably satisfactory to FCA, which agreement shall include, but not be limited to, appropriate confidentiality provisions to protect FCA information, reasonable costs and fees to be paid by FCA, and the commitment of such firm to comply with all applicable Laws in the performance of the services, including without limitation, data privacy laws. FCA agrees to cooperate with the Independent Accounting Firm and to promptly provide all information requested by the Independent Accounting Firm that is necessary for such Independent Accounting Firm to prepare the delinquent Project Data Report. If FCA fails to promptly provide all required information, the Independent Accounting Firm may make good faith estimates based on Project Data previously reported by FCA. FCA agrees that such estimates will be binding on FCA, and FCA will not have any opportunity to object to such estimates pursuant to Section 10.04(b).

ARTICLE XI

DEFAULT AND REMEDIES

11.01 Events of Default. In the event of an Event of Default, the non-defaulting party shall be entitled to the rights and remedies set forth in Sections 11.02 or 11.03 hereof, except as otherwise expressly set forth in this Agreement to the contrary.

(a) Non-Performance of Material Obligations. If a party shall default in the due observance or performance of any of its material obligations as required under this Agreement, and such default shall continue for a period of twenty (20) days after Notice thereof from the non-defaulting party; provided, however, that no Event of Default shall occur if the failure is not reasonably susceptible to cure within twenty (20) days so long as the defaulting party commences the cure within twenty (20) days and thereafter diligently pursues such cure to completion within a reasonable period of time, but in any event not to exceed sixty (60) days after the defaulting party receives written Notice from the non-defaulting party. Notwithstanding anything herein to the contrary, except in the event of Force Majeure or Delayed Acquisitions, there shall be no Notice required, nor opportunity to cure with respect to DBRA's failure to consummate a Transaction in accordance with the terms of this Agreement; or

(b) Inaccurate Representations. If any representation or warranty made by DBRA, the City, or FCA as set forth herein shall prove to have been inaccurate or misleading in any material respect as of the date on which such representation or warranty was made, but only if such representation or warranty continues to be inaccurate or misleading in any material respect that impacts the Project for twenty (20) days after Notice from the non-defaulting party as to the nature of such inaccuracy or misleading quality, which inaccurate or misleading representation or warranty may be corrected by disclosures on appropriate Exhibits hereto which may be updated from time to time prior to Closing on an impacted Parcel; or

(c) Insolvency or Bankruptcy. If a party, prior to performing their respective covenants or functions specified herein, makes any general arrangement or general assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, has a trustee or receiver appointed for the conduct of its financial affairs, or if any petition for bankruptcy or any similar proceeding, whether voluntary or involuntary, is filed under any present or future bankruptcy or other applicable law and the same is not discharged within ninety (90) days from the date the same is filed.

11.02 Remedies.

(a) Remedies of the City and DBRA. Except as provided otherwise in this Subsection 11.02(a) and except as set forth in Section 11.03, which Section 11.03 shall expressly and exclusively govern the remedies of DBRA upon the occurrence of an Event of Default by FCA under Subsections 7.03(a) (Executive Orders), 7.03(d) (Mack Assembly Plant Application Process), 7.03(m) (Resale of Parcels), 7.03(n) (Permanent Plant Shutdown), Section 10.04 (Monitoring Revenue Generation), and Section 11.03(a) (Project Default), upon the occurrence of an Event of Default by FCA, the parties shall continue to perform hereunder, and shall submit the matter to arbitration pursuant to the terms of Section 13.10 hereof, and DBRA's sole remedy shall be the right to seek recovery of direct damages in accordance with and pursuant to the terms of Section 12.02, and subject to the limitations set forth in Section 12.03. In the case of an Event of Default by FCA under Subsection 11.01(c) (Insolvency or Bankruptcy) prior to the last-in-time Closing Date, the obligations of the DBRA and the City hereunder shall be tolled until such time as (i) FCA delivers to DBRA and the City evidence reasonably satisfactory to DBRA and the City that the conditions which caused such Event of Default have ceased and (ii) DBRA and the City acknowledge such satisfaction and their intent to resume performance of their respective obligations hereunder in writing to FCA.

(b) Remedies of FCA. Upon the occurrence of an Event of Default by DBRA or the City, the parties shall continue to perform hereunder, and shall submit the matter to arbitration pursuant to the terms of Section 13.10 hereof, and FCA's remedies shall be limited to (i) the right to seek recovery of direct damages in accordance with and pursuant to the terms of Section 12.02, and subject to the limitations set forth in Section 12.03 and Section 12.04, (ii) seek specific performance of this Agreement; and (iii) seek immediate injunctive relief (to the extent such specific performance or injunctive relief does not cause DBRA's total costs to exceed the Then Remaining Municipal Project Funds, subject to the MPF Limit; provided, however to the extent specific performance is limited to transfer or conveyance of a Parcel from DBRA to FCA, then such specific performance shall not be limited to the Then Remaining Municipal Project Funds, if FCA so elects to proceed with the transfer, in its sole discretion); together with the right to recover all reasonable out of pocket costs incurred by FCA in enforcing its right to seek specific performance or injunctive relief, which enforcement costs shall be subject to the limitations set forth in Section 12.03 hereof.

11.03 Sole and Exclusive Remedies for Specific Defaults.

(a) Reverter or Conveyance in the Event of a Project Default. Notwithstanding anything herein to the contrary, in the event of a Project Default, as determined solely by arbitration as set forth in Section 13.10(b) hereof, the City's and DBRA's sole and

exclusive remedy with respect to a Project Default shall be the right to exercise its right of reverter of title, or, as to Direct Transfer Parcels, conveyance of title under the Grant of Rights to any or all such Parcels as may have been conveyed and to terminate any Interim Parcel Lease(s) that the City and/or DBRA may have with FCA. It is expressly understood and agreed that the conveyance of any Parcel to FCA shall be construed and interpreted as the conveyance of a fee simple determinable or, for Direct Transfer Parcels, subject to the Grant of Rights in favor of DBRA providing for a conveyance or transfer of title in the event of a Project Default, until issuance of the Certificate of Completion, and that such conveyance shall endure only so long as subsequent to the conveyance and prior to the issuance of the Certificate of Completion there has been no Project Default. Upon the arbitrator's final and non-appealable determination that a Project Default has occurred, DBRA shall have the right to access any Parcel to assess the condition of such Parcel upon reasonable advance written notice to FCA. Upon the arbitrator's final and non-appealable determination that a Project Default has occurred, a Notice delineating this finding shall be submitted for recording by the arbitrator in the Wayne County Register of Deeds Office, and upon such recordation, title to such Parcel(s) shall automatically revest in DBRA. Upon such revesting or vesting of title, DBRA shall have the right to re-enter and take possession of the Parcel(s) in a manner that will minimize the disruption to the operations of the Mack Assembly Plant, and may seek injunctive relief in a court of competent jurisdiction to compel FCA to vacate and abandon such Parcel(s) in the event of any delay or failure to vacate the Parcel within a reasonable period of time. In addition, the City and/or DBRA may also recover from FCA all reasonable out of pocket costs incurred by City and/or DBRA in enforcing its right to seek injunctive relief, subject to the limitations set forth in Section 12.03 hereof.

(b) Default by FCA of Specified Provisions. Notwithstanding anything in this Agreement to the contrary, the parties agree that Subsections 11.02(a) and 11.02(b) shall not apply to any Event of Default by FCA under Subsections 7.03(a), 7.03(d) (Mack Assembly Plant Application Process), 7.03(m) (Resale of Parcels), 7.03(n) (Permanent Plant Shutdown), or Section 10.04 (Monitoring Revenue Generation), and the sole and exclusive remedy of DBRA and/or City for any Event of Default by FCA under such Subsections or Section shall be as follows:

(i) As their sole and exclusive remedy for an Event of Default by FCA of its obligations set forth in Subsections 7.03(d) (Mack Assembly Plant Application Process), 7.03(m) (Resale of Parcels) and 7.03(n) (Permanent Plant Shutdown), DBRA and/or the City may seek specific performance of this Agreement and/or seek immediate injunctive relief to enforce the obligations and rights, as applicable, and the City and/or DBRA may also recover from FCA all reasonable out of pocket costs incurred by City and/or DBRA in enforcing its right to seek specific performance and/or injunctive relief, subject to the limitations set forth in Section 12.03 hereof. The foregoing shall not be deemed to prohibit the City and/or DBRA from seeking direct damages in the amount of the Net Cash Proceeds to the extent due to the City and/or DBRA under Section 7.03(m) or seeking direct damages in the event FCA fails to discharge liens to the extent required by Section 7.03(n). The damages referenced in the immediately-preceding sentence shall not be subject to the limitations set forth in Section 12.03(b).

(ii) The sole and exclusive remedy of DBRA and the City for an Event of Default by FCA relative to FCA's obligations set forth in Section 10.04 (Monitoring Revenue Generation) are as set forth in such Section 10.04.

(iii) The sole and exclusive remedy of DBRA and the City for FCA's failure to comply with the Executive Orders shall be FCA's obligation to comply with any recourse available to the City identified in the Executive Orders.

11.04 Duty to Mitigate. If an Event of Default or the Project Default occurs, the non-defaulting party shall have the duty to mitigate any damages recoverable from the defaulting party pursuant to this Agreement by taking appropriate, commercially reasonable actions to reduce or limit the amount of such damages.

11.05 Failure of Condition Precedent. The failure of a Condition Precedent shall be governed by Articles VIII and IX of this Agreement, and shall not itself be deemed an Event of Default hereunder, except in the event such failure is caused by the breach of this Agreement by a party to this Agreement.

11.06 Survival. The provisions of Sections 11.02, 11.03 and 11.04 shall survive the termination of this Agreement.

ARTICLE XII

LIMITATION OF DAMAGES

12.01 Survival of Representations Warranties, Covenants and Agreements. The representations, warranties, covenants and agreements of the parties contained in this Agreement shall not survive the termination of this Agreement except as expressly set forth under the terms of this Agreement.

12.02 Limitation of Damages. Except as otherwise provided in Section 11.03 (the sole and exclusive remedies of DBRA and the City for the matters covered under that section) and subject to Section 12.03 below, the sole and exclusive damages recoverable against each party by reason of any Event of Default, including any breach of any of the representations and warranties made herein or in any ancillary document or the failure to comply with any of the covenants and agreements contained herein or in any ancillary documents (but expressly excluding the Community Benefits Agreement and the PA 198 Abatement Agreements) to be performed or complied with, shall be limited to reimbursement of the direct and documented out-of-pocket damages, expenses and costs incurred by the party as a result of such breach or failure to comply and each of FCA, DBRA, and the City disclaim and waive the right to recover any other damages, including without limitation, punitive, exemplary, damages that result from any application of multipliers, consequential and/or putative damages. FCA Article VI Costs are deemed to comply with this Section 12.02 and are recoverable within the meaning of this Section 12.02. The foregoing limitation on damages and the limitation on damages set forth in Section 12.03 shall not apply to and/or limit FCA's, DBRA's, or the City's obligations to indemnify and hold each other harmless with respect to claims to the extent covered and paid for by insurance proceeds (which indemnity obligations shall be enforced in good faith and in a commercially reasonable manner). The City and DBRA each hereby acknowledge and agree that its obligations hereunder are proprietary functions and, as such, that DBRA and the City shall not be entitled to governmental immunity relative to its performance hereunder.

12.03 Maximum Liability. Except as otherwise set forth in Section 10.04(d), Section 11.02(b)(iv), Section 12.02 and this Section 12.03, each party's respective liability to the other party under this Agreement, including for an Event of Default, shall not exceed the maximum amounts specified in this Section 12.03.

(a) DBRA's and City's Maximum Liability.

(i) In no event shall the liability of DBRA and/or the City, whose maximum liability under this Section 12.03 shall be considered one and the same, exceed the amount outstanding of the Then Remaining Municipal Project Funds, subject to the MPF Limit; provided however, that the liability of DBRA and/or the City for any damages incurred by FCA arising out of or resulting from (i) a DBRA and/or City breach of any representation or warranty contained in this Agreement or any documents delivered by DBRA or the City under the terms of this Agreement or at a Closing, or (ii) the gross negligence, fraud or willful misconduct of the City and/or DBRA in the performance of their respective obligations under this Agreement, shall not be limited to the amount outstanding of any Then Remaining Municipal Project Funds but shall not exceed the sum of (x) any remaining Municipal Project Funds and (y) Three Million and No/100 Dollars ($3,000,000.00) in the aggregate, which $3,000,000 shall come from the DBRA-City Payments or, at FCA's election, the Real Property Equivalent.

(ii) In no event shall the liability of the City under this Agreement exceed the sum of Three Million and No/100 Dollars ($3,000,000.00) of the DBRA-City Payments in the aggregate or, at FCA's election, the Real Property Equivalent.

For the avoidance of doubt and notwithstanding anything in this Agreement to the contrary, the liability of DBRA and the City under this Section 12.03(a) shall be considered one and the same and therefore the $3,000,000 maximum provided in this Subsection 12.03(a) shall apply to the aggregate combined liability of DBRA and the City; provided, in the case of the DBRA only, such $3,000,000 maximum shall be in addition to the Then Remaining Municipal Project Funds. Nothing herein shall be read to abrogate DBRA's obligation to utilize third-party insurance proceeds to meet its indemnification obligations under this Agreement, which third-party insurance proceeds shall not be subject to such $3,000,000 maximum.

(b) FCA's Maximum Liability. Except for FCA's liability for breach of its obligations under Section 10.04 (Monitoring Revenue Generation), Section 7.03(m) (Resale of Parcels) with respect to the Net Cash Proceeds due the City by virtue of FCA's sale of the applicable Parcel, and Section 7.03(n) (Permanent Plant Shutdown) with respect to the discharge of liens pursuant to such Section 7.03(n), in no event shall the liability of FCA for any damages incurred by DBRA and the City arising out of or resulting from breach by FCA of its obligations under this Agreement, including (i) FCA's breach of any representation or warranty contained in this Agreement or any documents delivered by FCA under the terms of this Agreement or at a Closing, or (ii) the gross negligence, fraud or willful misconduct of FCA in the performance of its obligations under this Agreement, exceed Three Million and No/100 Dollars ($3,000,000.00) in the aggregate. For the avoidance of doubt, FCA's aggregate liability hereunder applies to both

DBRA and the City's aggregate damages and is not a separate liability for each of DBRA and the City.

12.04 Establishment of City/DBRA Liability Escrow. Upon the receipt by the City or DBRA of a Notice of a City/DBRA Liability and in the absence of FCA's election to satisfy the related City/DBRA Liability with the Real Property Equivalent, FCA, the City and DBRA shall, as soon as practicable (and in any case prior to the later of (i) thirty (30) days thereafter or (ii) the next scheduled DBRA-City Payment), jointly enter into an agreement (the "City/DBRA Liability Escrow Agreement") with a bank or financial institution mutually agreed upon among FCA, the City and DBRA, to establish an escrow account for the purpose of receiving and holding DBRA-City Payments which would otherwise be payable to the City, and releasing such funds for satisfaction of City/DBRA Liability (the "City/DBRA Liability Escrow"). Monies on deposit in the City/DBRA Liability Escrow shall consist only of DBRA-City Payments otherwise payable to the City from the DBRA, and shall be limited to the aggregate amount of not to exceed $3,000,000 in accordance with Section 12.03. Such monies will accumulate in the City/DBRA Escrow until (i) the amount of the City/DBRA Liability set forth in the Notice has been deposited therein (taking into account all deposits, gross of all releases to FCA) or (ii) an aggregate total of $3,000,000, less any City/DBRA Liability that has been satisfied with the Real Property Equivalent, has been deposited therein (taking into account all deposits, gross of all releases to FCA), whichever occurs earlier, and shall thereafter be released to FCA in accordance with the City/DBRA Liability Escrow Agreement. The City/DBRA Liability Escrow Agreement shall set forth the terms, conditions and procedures for the receipt, and custody of the DBRA-City Payments and the release thereof to FCA in satisfaction of City/DBRA Liability.

12.05 Survival. The provisions of this Article XII shall survive the termination of this Agreement.

ARTICLE XIII

MISCELLANEOUS

13.01 Expenses. Each of FCA, the City and DBRA shall pay all costs, fees, and expenses incurred by it or them in connection with the negotiation, review, documentation, preparation, performance, compliance with and closing of this Agreement. FCA acknowledges that the City's and DBRA's costs, fees, and expenses incurred, including attorney's fees, have been and will be funded with the Municipal Project Funds in the amount set forth in the Municipal Project Funds Budget, as such may be revised from time to time in accordance with the provisions of Section 3.04(d) hereof; provided however, a line item break out of broker's fees, title insurance costs and DBRA and the City's attorney's fees shall have delivered to FCA prior to the Effective Date.

13.02 Exhibits. To the extent any of the Exhibits shall not have been completed at or prior to the date hereof, DBRA and FCA shall complete such Exhibits as soon as practicable after the date hereof and, (except as otherwise provided herein) in all events, not later than May 31, 2019.

13.03 Notices. Any Notice will be in writing and will be deemed to have been given when delivered personally, sent by nationally-recognized overnight courier, or mailed by certified or registered mail, return receipt requested, and postage prepaid, to the recipient. Such Notices, demands and other communications will be sent as follows:

(a) If to the City:

City of Detroit
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226
Attention: Mayor

With a copy to:

City of Detroit Law Department
Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 500
Detroit, Michigan 48226
Attention: Corporation Counsel

(b) If to DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold St., Ste. #2200
Detroit, Michigan 48226
Attention: General Counsel

With a copy to:

Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

(c) If to FCA:

FCA US LLC
1000 Chrysler Drive, CIMS 485-14-23
Auburn Hills, Michigan 48326-2766
Attention: Office of the General Counsel

With a copy to:

FCA US LLC
1000 Chrysler Drive, CIMS 485-13-95
Auburn Hills, Michigan 48326-2766
Attention: Director-Government Affairs

With a copy to:

FCA US LLC
1000 Chrysler Drive, CIMS 485-12-78
Auburn Hills, Michigan 48326-2766
Attention: Manager-Corporate Real Estate

or in any of the foregoing cases to such other address as such party may hereafter specify for such purpose by Notice to the other parties referred to above. All Notices shall be deemed given on the day of mailing.

13.04 Force Majeure. Except as expressly set forth in Subsection 11.01(a), in the event of any delay in the performance of or compliance with any of the covenants or agreements contained herein as a result of any Force Majeure, the time for such performance or compliance shall be extended for the period of such delay.

13.05 Negotiations. DBRA and FCA have participated jointly in the negotiation, review, documentation and preparation of this Agreement and, accordingly, in the event of any ambiguity or question of intent or interpretation, this Agreement shall be construed as if prepared jointly by DBRA and FCA and no presumptions or burdens of proof shall arise in favor or disfavor of either DBRA or FCA by virtue of the authorship of any of the provisions hereof.

13.06 Limitation of Rights to Parties/No Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement nor shall any provisions give any third persons any rights of subrogation or action over or against any party to this Agreement. The parties expressly disclaim any rights with respect to third parties in connection with this Agreement.

13.07 Amendments and Waivers. Except as otherwise provided herein, any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by DBRA, the City, and FCA. Except as otherwise provided in this Agreement, any failure of DBRA or the City (or FCA) to comply with any obligation, covenant, agreement or condition herein may be waived by FCA (or DBRA or the City) only by a written instrument signed by it, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure (except a Condition Precedent). With respect to the covenants and agreements set forth in Article VI, FCA may elect, in its sole and absolute discretion, to extend in writing the date(s) provided for therein for performance or compliance of

any one or more of such covenants and agreements. Any extension of such covenants and agreements shall not constitute or be construed as a waiver or release of the City's or DBRA's obligation to perform or comply with such covenants and agreements. Except as to the date of performance or compliance as a result of any such extension, DBRA and the City shall continue to be bound by and subject to all other terms and conditions of this Agreement.

13.08 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

13.09 Headings. The Section and Subsection headings of the Articles of this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

13.10 Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the Michigan state courts and the federal and state courts located in Wayne County, Michigan subject to the parties agreement to arbitrate certain claims and disputes as provided by Subsections 13.10(a) and (b) of this Agreement.

(a) Except (i) with respect to claims for dispossession or injunctive or equitable relief, or (ii) Small Claims, the latter of which shall be resolved pursuant to Subsection 13.10(b) hereof, the determination of whether or not a Project Default has occurred and any Disputes shall be determined by binding arbitration before one arbitrator. The arbitration in this subsection (a) and in subsection (b) below shall be administered by JAMS conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, specifically including Rules 16.1 and 16.2 of those Rules and all other Rules, to the extent not in conflict with Rules 16.1 and 16.2. Notwithstanding anything to the contrary in this Agreement, the Federal Arbitration Act shall govern the arbitrability of all Disputes. The arbitration shall be held in Wayne County, Michigan, and it shall be conducted in the English language. To the extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceeding and any award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The arbitrator shall only have authority to award damages as set forth in Section 12.02 of this Agreement. The parties agree that the Arbitrator's award can be entered as a judgment in any court of competent jurisdiction. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction for claims for dispossession or injunctive and other equitable relief.

(b) In the event any of the parties has a Small Claim, the parties shall arbitrate such Small Claim using Small Claims ADR. Small Claims ADR shall not require the joinder of

any other Disputes and such Disputes shall be fully preserved and subject to the dispute resolution requirement of this Agreement. The Small Claims ADR shall be subject to the following rules:

(i) the written demand for Small Claims ADR shall include the full claim, and shall simultaneously be delivered by the Claimant to the arbitrator and to the Respondent;

(ii) the Respondent shall have seven (7) days to serve a Response on the Claimant and the arbitrator;

(iii) in the event the Respondent's Response includes a counter-demand and the resulting amounts in dispute exceed the standard for the Small Claims, the dispute will be resolved in accordance with Subsection 13.10(a);

(iv) within seven (7) days of the filing of the Response, the arbitrator shall set dates for the exchange of witness lists and exhibits to be submitted as evidence at the time of the arbitration hearing, and shall set hearing dates to commence no later than forty-five (45) days from the date of the Response;

(v) the Small Claims ADR and the award from the arbitrator shall be kept confidential as provided in Section 13.10(a) above, to the extent permitted by law;

(vi) the venue for the Small Claims ADR shall be in Wayne County at a location determined by the arbitrator;

(vii) the following rules shall apply: American Arbitration Association Commercial Rules 19, 22, 23, 25, 26, 27, 28 29, 30, 31, 32 (except for subsection (d)), 33, 34, 35, 36 (upon Notice to the parties only), 39, 40, 41 42, 43, 45 (except the award shall be made within fourteen (14) from the close of the hearings), 46, 47 (as limited by this Agreement including, but not limited to Sections 9.02 and 12.10(a)&(b)), 48, 49, 50, 51, 52 (except with regard to any reference to AAA), 54 (except with regard to the AAA);

(viii) judgment on any award by the arbitrator may be entered in a court of competent jurisdiction;

(ix) for the avoidance of doubt, nothing in this Agreement shall require FCA to go through arbitration with respect to any disputes FCA may have with any contractor or subcontractor contracts.

13.11 Counterparts: Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals. This Agreement shall become effective as of the Effective Date.

13.12 Successors and Assigns. FCA acknowledges that, in view of: (i) the importance of the development of the Parcels to the general welfare of the community; and (ii) the

substantial financing and other public aids that have been made available by law and by the state and local governments for the purpose of making the Parcels available for such development, the qualifications and identity of FCA as developer of the Parcels are of particular concern to DBRA or the City. Except as otherwise provided herein, all of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by DBRA, the City, and FCA and their respective successors and assigns. Neither DBRA, the City, nor FCA may assign its rights or obligations hereunder without the written consent of the other. Notwithstanding anything in this Agreement to the contrary, FCA shall not be required to obtain DBRA's or the City's consent for any of the Permitted Transfers.

13.13 Public Announcement. DBRA, the City, and FCA shall make good faith efforts to coordinate any public announcements and/or the issuance of any press release in respect of this Agreement or consummation of the Transactions contemplated hereby

13.14 Mutual Release and Covenant Not to Sue. Except for claims arising out of an Event of Default, a breach of an indemnity obligation under this Agreement, and/or Pre-Closing Environmental Liability for which DBRA, the City, or FCA is liable, DBRA, the City, and FCA hereby acquit, discharge, release and covenant not to sue one another for any and all claims arising out of any matter covered in this Agreement, which may exist on the Closing Dates, whether known or unknown on the Closing Dates.

13.15 Provisions Not Merged with Deed. No provision of this Agreement is intended to or shall be merged by reason of any deed or conveyance instrument transferring title to the Parcels or any portion thereof from DBRA to FCA or any successor in interest, and any such deed or conveyance instrument shall not be deemed to affect or impair the provisions and covenants of this Agreement.

13.16 Time of Essence. Time is of the essence of this Agreement.

13.17 Entire Agreement. This Agreement, including all Exhibits and other documents attached hereto, shall constitute the entire agreement of DBRA, the City, and FCA with respect to the subject matter hereof and supersede all other understandings, oral or written, with respect to the subject matter hereof. To the extent there is any conflict between the terms contained in this Agreement and any Exhibit attached hereto, the terms of this Agreement shall control, govern and supersede any such conflicting provision in the Exhibit.

13.18 Saturdays, Sundays and Holidays. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that Notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the Notice or performance or payment shall be the next following business day.

13.19 Survival of Article XIII. The terms and conditions of Article XIII of this Agreement shall survive the termination of this Agreement.

13.20 Representation Matter. If, prior to the Closing Date, to Sellers' Knowledge or FCA's Knowledge, either party becomes aware of any existing or new item, fact or circumstance

which renders a representation or warranty of one or both of Sellers or FCA incorrect or untrue in any material respect (a "Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written Notice thereof to the other party and the other party's representations and warranties shall be automatically limited to account for the Representation Matter. Notwithstanding anything to the contrary in this Agreement, if, prior to the Closing Date, FCA discovers to FCA's Knowledge, or is notified in writing, of a Representation Matter, then FCA shall have the right to terminate this Agreement as to such Parcel by providing written notice thereof to Seller no later than ten (10) business days after FCA learns to FCA Knowledge, or is notified in writing, of such Representation Matter, and the Closing Date shall be delayed, if necessary, to provide FCA with such period within which to deliver written notice of termination. Upon such termination, neither party hereunder shall have any further obligations or liabilities under this Agreement with respect to such Parcel, except as expressly set forth herein; provided, however, that if such Representation Matter was discovered by FCA to FCA's Knowledge, Seller had Sellers' Knowledge of such Representation Matter and did not disclose same to FCA when required herein (i.e., promptly after becoming aware of same, as the case may be) (a "Failure to Disclose"), then FCA shall also be entitled to receive reimbursement from Seller of its out-of-pocket third party search, survey, Due Diligence and attorneys' fees, costs and expenses with respect to such Parcel, subject to the terms of Section 12.03. Notwithstanding anything to the contrary in this Agreement, If FCA does not timely terminate this Agreement, then Seller's representations and warranties shall be automatically limited to account for the Representation Matter, FCA shall be deemed to have waived FCA's right to pursue any remedy for breach of the representation or warranty made untrue on account of such Representation Matter, and the parties shall proceed to the Closing, subject to the terms of this Agreement.

13.21 Written Consent/Approvals. Notwithstanding anything to the contrary in this Agreement, where the approval and/consent of any party is required under this Agreement, such approval and/or consent must be in writing and provided as a Notice that shall be delivered to the respective parties pursuant to and in accordance with the terms of Section 13.03, with the exception of agreements reached pursuant to the Working Group Protocol as set forth in Section 3.04 which shall authorize email transmission as adequate for the purposes of Section 3.04.

13.22 No Cross-Default. Notwithstanding anything to the contrary in this Agreement, no default by a party under this Agreement shall be deemed to constitute a default or event of default under any of the Affiliated Agreements, nor shall a default by a party under any of the Affiliated Agreements be deemed to constitute a default or event of default under this Agreement. It is the intent of the parties that this Agreement and the parties' rights, duties, and obligations hereunder are intended to be separate and distinct from the rights, duties, and obligations under any of the Affiliated Agreements and not subject to any so-called cross-default provisions.

IN WITNESS WHEREOF, DBRA, the City, and FCA have duly executed this Agreement as of the dates written below.

CITY:	**FCA:**
CITY OF DETROIT, a Michigan municipal corporation By: _____ Name: Michael E. Duggan Its: Mayor	FCA US LLC, a Delaware limited liability company By: _____ Name: _____ Its: _____

DBRA:

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Pursuant to § 18-5-4 of the Detroit City Code, I hereby certify that proper and fair consideration has been received by the City pursuant to this instrument: _____ Finance Director	Approved by City Council on: _____ Approved by the Mayor on: _____

Approved by Corporation Counsel pursuant to § 7.5-206 of the 2012 Detroit City Charter: _____ Corporation Counsel	Approved as to form: Counsel to DBRA: By: _____ Rebecca A. Navin, Esq.

Exhibit A
Legal Description of the Mack Plant Property

Parcel A (Parcels 1, 1A, 1B, 1C, 2, 3, and 4A Combined)

Part of Lots 1 through 6, all inclusive, and all of Lots 7 through 71, all inclusive, the reversionary interest in Gladwin Avenue, 50 feet wide, and the alleys adjoining said Lots, all of Gladwin Park Subdivision of part of P.C. 26, North of Mack Avenue, Village of St. Clair Heights, now City of Detroit, Wayne County, Michigan as recorded in Liber 29 of Plats, Page(s) 55, Wayne County Records; also, all of Lots 1 through 26, all inclusive, the reversionary interest in Gladwin Avenue, 50 feet wide, the reversionary interest in Sylvester Street, 60 feet wide, and the alleys adjoining said Lots, all of Simon C. Karrer's Subdivision of part of P.C. 26, Grosse Pointe, now City of Detroit, Wayne County, Michigan, as recorded in Liber 17 of Plats, Page 23, Wayne County Records, also all of Lots 1 through 35, all inclusive, the revisionary interests in Gladwin Avenue, 50 feet wide, and the alleys adjoining said Lots, all of Zick's Subdivision of part of P.C. 26, Village of St. Clair Heights, now City of Detroit, Wayne County, Michigan, as recorded in Liber 30 of Plats, Page 87, Wayne County Records; Also, all of Lots 1 through 79, all inclusive, the reversionary interest in Canfield Avenue, 60 feet wide, and the reversionary interest in Gladwin Avenue, 50 feet wide, and the alleys adjoining said Lots, all of Henry S. Koppin's Subdivision of part of P.C. 26, Village of St. Clair Heights, now City of Detroit, Wayne County, Michigan, as recorded in Liber 32 of Plats, Page 70, Wayne County Records; also all of Lots 13 through 62, all inclusive, Lots 86 through 114, all inclusive, part of Lots 12 and 63, the reversionary intrests in Gladwin Avenue, 50 feet wide, and the alleys adjoining said lots, all of Flnn and Inman's Subdivision, of part of P.C. 26 in Village of St. Clair Heights, now City of Detroit, Wayne County, Michigan, as recorded in Liber 28 of Plats, Page 74, Wayne County Records, Part of Lots 24 and 25, Part of Lots 108 through 115, inclusive, and part of Lots 210 through 213, inclusive, all of Hart Farm Subdivision of part of P.C.'s 641, 638, 687, Village of Fairview, now City of Detroit, and Township of Grosse Pointe, Wayne County, Michigan, as recorded in Liber 24 of Plats, Page 53, Wayne County Records; also part of Lots 8, 9, 10, 11 and 12 of the Subdivision of the Front part of Private Claim 392, Grosse Pointe, now City of Detroit, as recorded in Liber 1 of Plats, Page 167, Wayne County Records; also part of Lycaste Avenue (60 feet wide); also part of Hart Avenue (60 feet wide); also parts of Lots 246 and 247; 310 to 317, both inclusive; 477 to 485, all inclusive, and the vacated streets and alleys adjacent thereto, of Joseph S. Visger's Spring valley Opening Subdivision of part of Private Claims 638 and 687, according to the recorded plat thereof as recorded in Liber 17 of Plats, Page 6, Wayne County Records; also parts of Private Claims 638, 641 and 687, more particularly described as:

Beginning at the intersection of the Southerly line of Warren Avenue (105 feet wide) with the Easterly line of St. Jean (66 feet wide); thence N 64 degrees 03 minutes 22 seconds East (N 64 degrees 49 minutes 26 seconds East Record) along the Southerly line of said Warren Avenue, 1151.46 feet; thence South 68 degrees 06 minutes 05 seconds East, 127.08 feet; thence South 63 degrees 41 minutes 16 seconds East , 165.19 feet; thence South 68 degrees 11 minutes 17 seconds East, 161.53 feet; thence 607.78 feet along the arc of a circular curve to the right, said curve having a radius of 805.00 feet, a central angle of 43 degrees 15 minutes 32 seconds, whose chord bears South 46 degrees 33 minutes 31 seconds East, 593.45 feet; thence South 24 degrees 55 minutes 45 seconds East, 400.21 feet to a point of non-tangent curvature; thence 79.14 feet along said curve having a radius of 1406.70 feet, a central angle of 03 degrees 13 minutes 25 seconds whose chord bears South 27 degrees 22 minutes 23 seconds East 79.13 feet to a point on the Westerly line of the Consolidated Rail Corporation (formerly known as the Detroit Terminal Railroad Co.) right of way; thence South 25 degrees 45 minutes 41 seconds East, 1215.90 feet (South 24 degrees 59 minutes 37 seconds East, 1216.04 feet Record) along same said Westerly line of the Consolidated Rail Corporation right of way, to a point on the Northerly right of way line of Mack Avenue, thence along the same Northerly line of Mack Avenue South 44 degrees 42 minutes 53 seconds West (South 45 degrees 29 minutes 40 seconds West Record) 73.45 feet; thence South 00 degrees 13 minutes 03 seconds East 239.26 feet to a point on the Northwesterly line of relocated Mack Avenue (120 feet wide); thence South 53 degrees 07 minutes 30 seconds West along the said Northwesterly line of relocated Mack Avenue 863.33 feet; thence South 51 degrees 06 minutes 49 seconds West along the said Northwesterly line of relocated Mack Avenue 382.62 feet; thence South 44 degrees 39 minutes 55 seconds West along the Northerly line of Mack Avenue, 147.87 feet to a point of curvature; thence along the curve to the right having an arc length of 166.26 feet, a radius of 87.00 feet, a central angle of 109 degrees 29 minutes 37 seconds a chord bearing of North 80 degrees 36 minutes 16 seconds West and a chord distance of 142.09 feet to a point of tangency, also being a point on the Easterly line of St. Jean Avenue (66 feet wide); thence North 25 degrees 51 minutes 28 seconds West (North 25 degrees West Record) along the said Easterly line of St. Jean Avenue 1417.15 feet; thence North 25 degrees 55 minutes 32 seconds West (North 25 degrees West record) along the said Easterly line of St. Jean Avenue 1634.07 feet to the Point of Beginning.

Parcel B (Parcel 4B and Parcel 5 Combined)

A parcel of land located in the City of Detroit, Wayne County, Michigan, being part of Private Claims 26, 638, 641, and 687 lying North of and adjoining Warren Avenue as opened (105 feet wide), and parts of Lots 40 to 49, both inclusive; 250 to 255, both inclusive and the vacated streets and alleys adjacent thereto, of Joseph S. Visger's Spring Valley Opening Subdivision of part of Private Claims 638 and 687, according to the plat thereof recorded in Liber 17 of plats, page 6, Wayne County Records, All that part of Private Claims 26, 641 and 638, Wayne County Records, more particularly described as;

Commencing at the intersection of the North line of Warren Avenue (105 feet wide) with the Easterly line of St. Jean (66 feet wide); Thence North 64 degrees 03 minutes 22 seconds East, along the North line of said Warren Avenue, 363.41 feet to the Point of Beginning of the land herein described; thence North 25 degrees 52 minutes 54 seconds West 853.80 feet (North 25 degrees 06 minutes 51 seconds West 853.92 feet Record); thence the following four (4) courses along the Westerly line of lands of the Consolidated Rail Corporation (formerly known as Detroit Terminal Railroad Co.): (1) South 59 degrees 59 minutes 50 seconds East, 425.01 feet, (2) South 67 degrees 58 minutes 38 seconds East, 350.40 feet (3) South 67 degrees 41 minutes 58 seconds East, 30.49 feet, and (4) South 68 degrees 26 minutes 14 seconds East 296.56 feet; thence South 64 degrees 03 minutes 22 seconds West (South 64 degrees 49 minutes 26 seconds West Record), along the Northerly line of said Warren Avenue, 694.16 feet to the Point of Beginning.

Exhibit B
Conceptual Site Plan

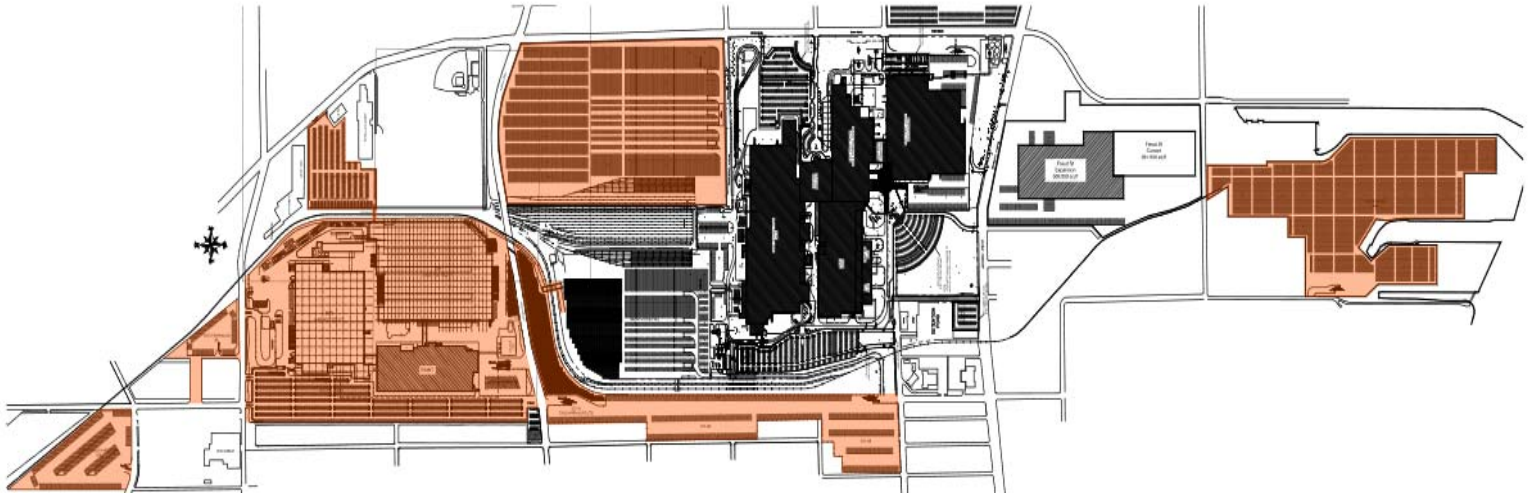
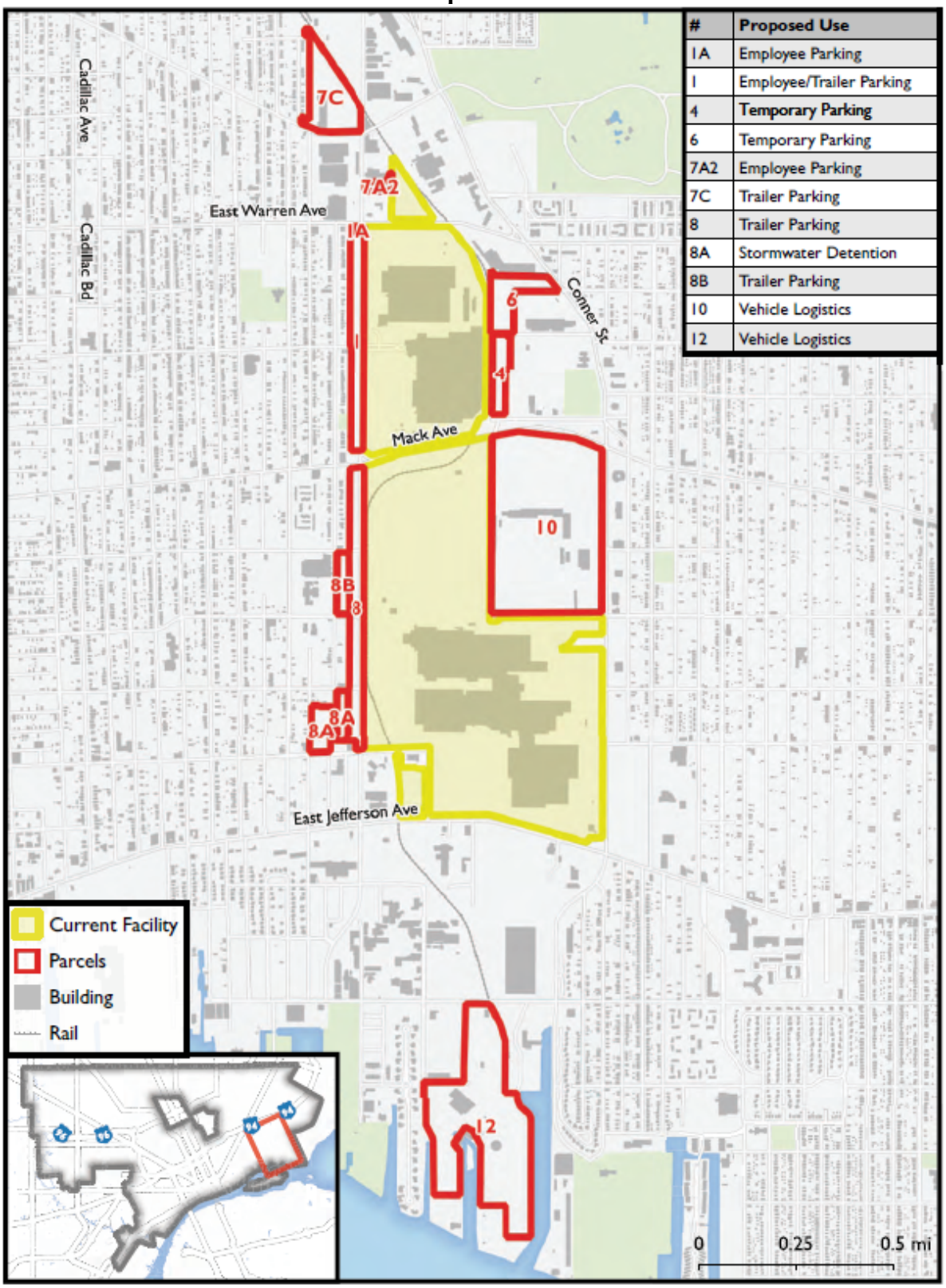


Exhibit F1
Development Plan

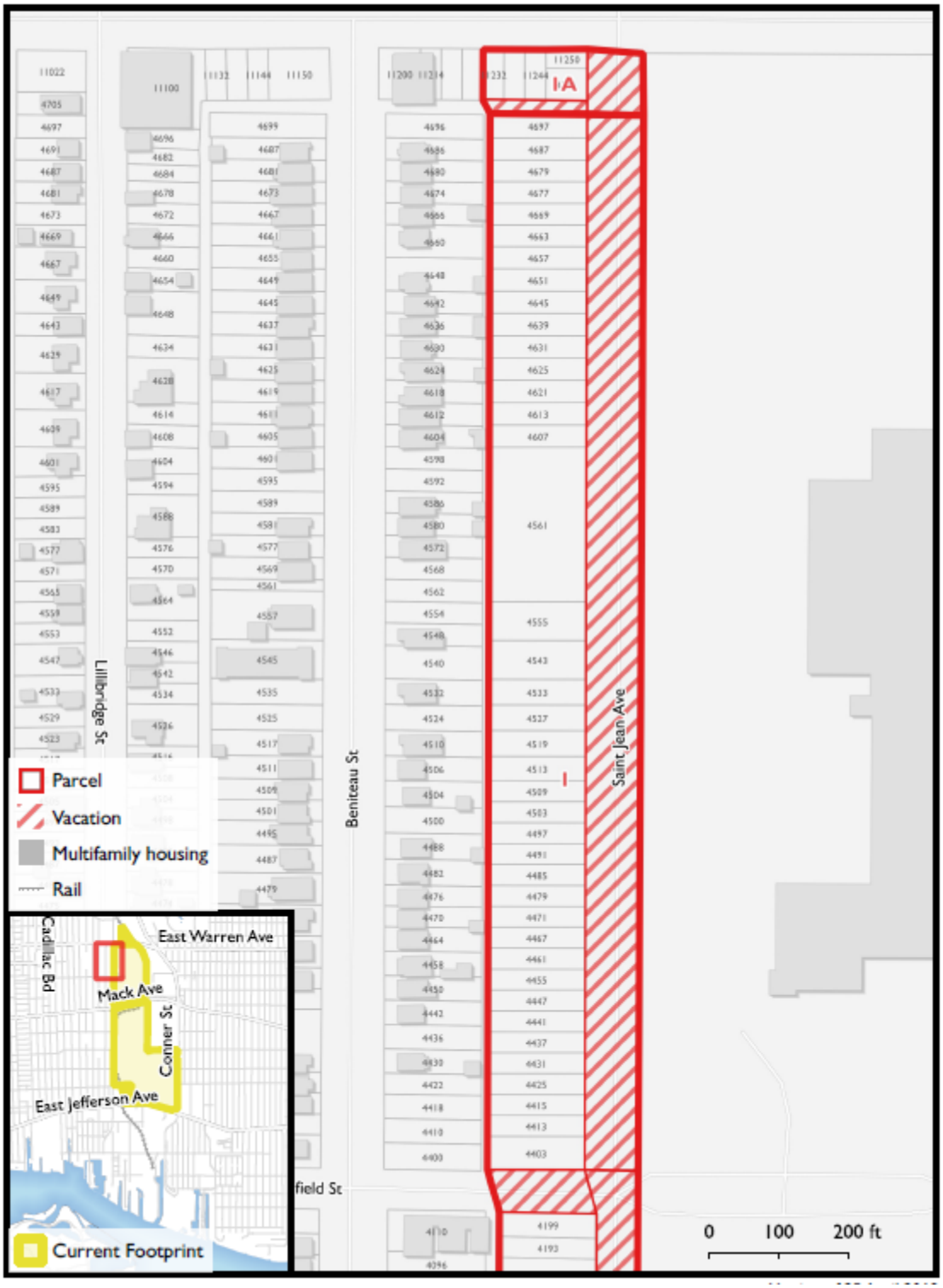


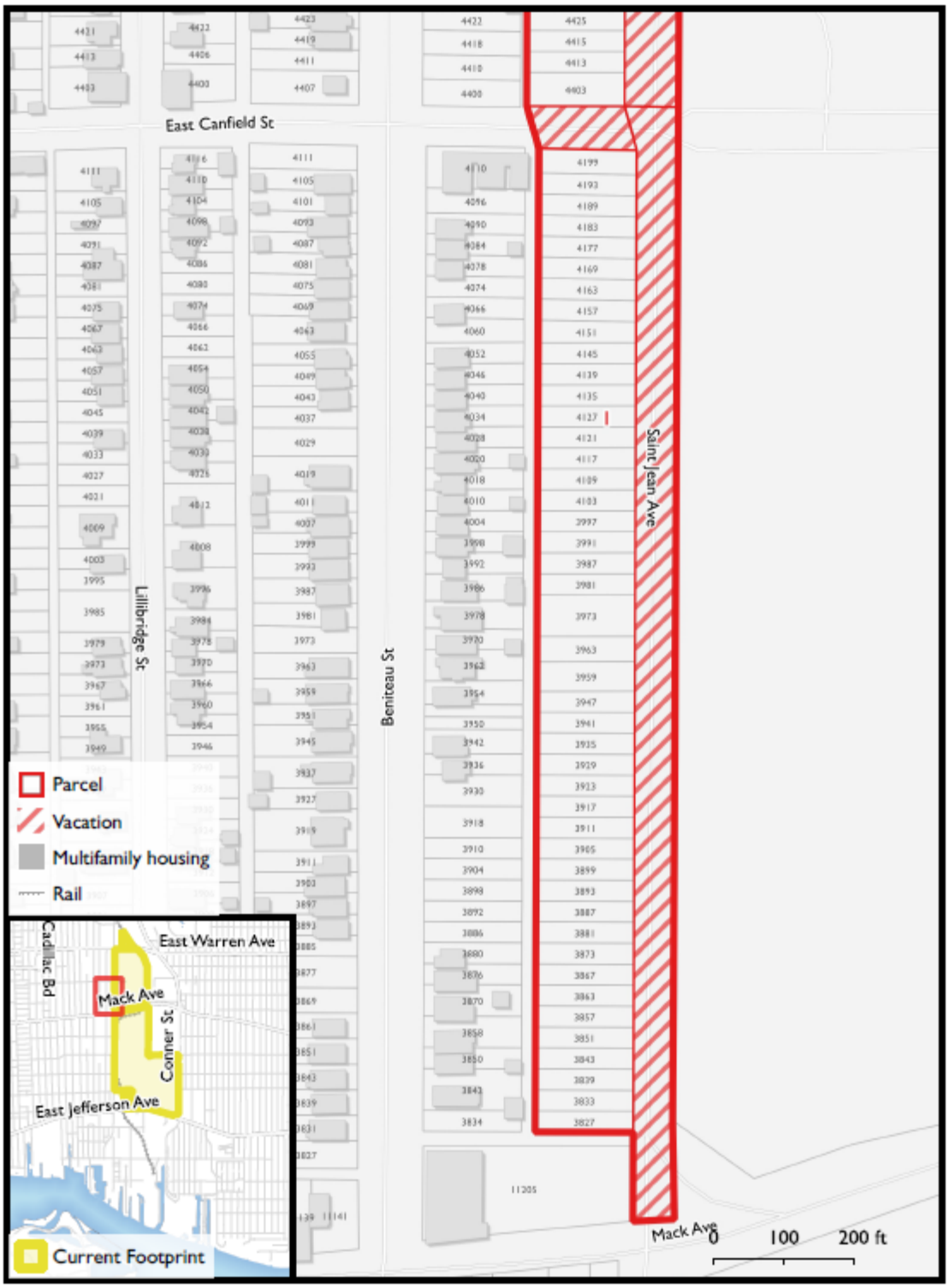
#	Proposed Use
1A	Employee Parking
1	Employee/Trailer Parking
4	Temporary Parking
6	Temporary Parking
7A2	Employee Parking
7C	Trailer Parking
8	Trailer Parking
8A	Stormwater Detention
8B	Trailer Parking
10	Vehicle Logistics
12	Vehicle Logistics

Version of 25 April 2019

Exhibit F2
Parcel Worksheet

CLOSING DATES	
Parcels 1 and 1A	September 3, 2019
Parcel 4	October 1, 2019
Parcel 6	June 24, 2019
Parcel 7A2	September 12, 2019
Parcel 7C	July 30, 2020
Parcels 8, 8A and 8B	October 16, 2019
Parcel 10	the closing date therefor set forth in the PEA
Parcel 12	July 13, 2020


Parcel
Vacation
Multifamily housing
Rail
Current Footprint
East Warren Ave
Mack Ave
Conner St
East Jefferson Ave
Cadillac Bld
Lillibridge St
Beniteau St
Saint Jean Ave
1A
0
100
200 ft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Lillibridge St
Beniteau St
Saint Jean Ave
Mack Ave
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100
200 ft
Parcel
Vacation
Multifamily housing
Rail
Current Footprint
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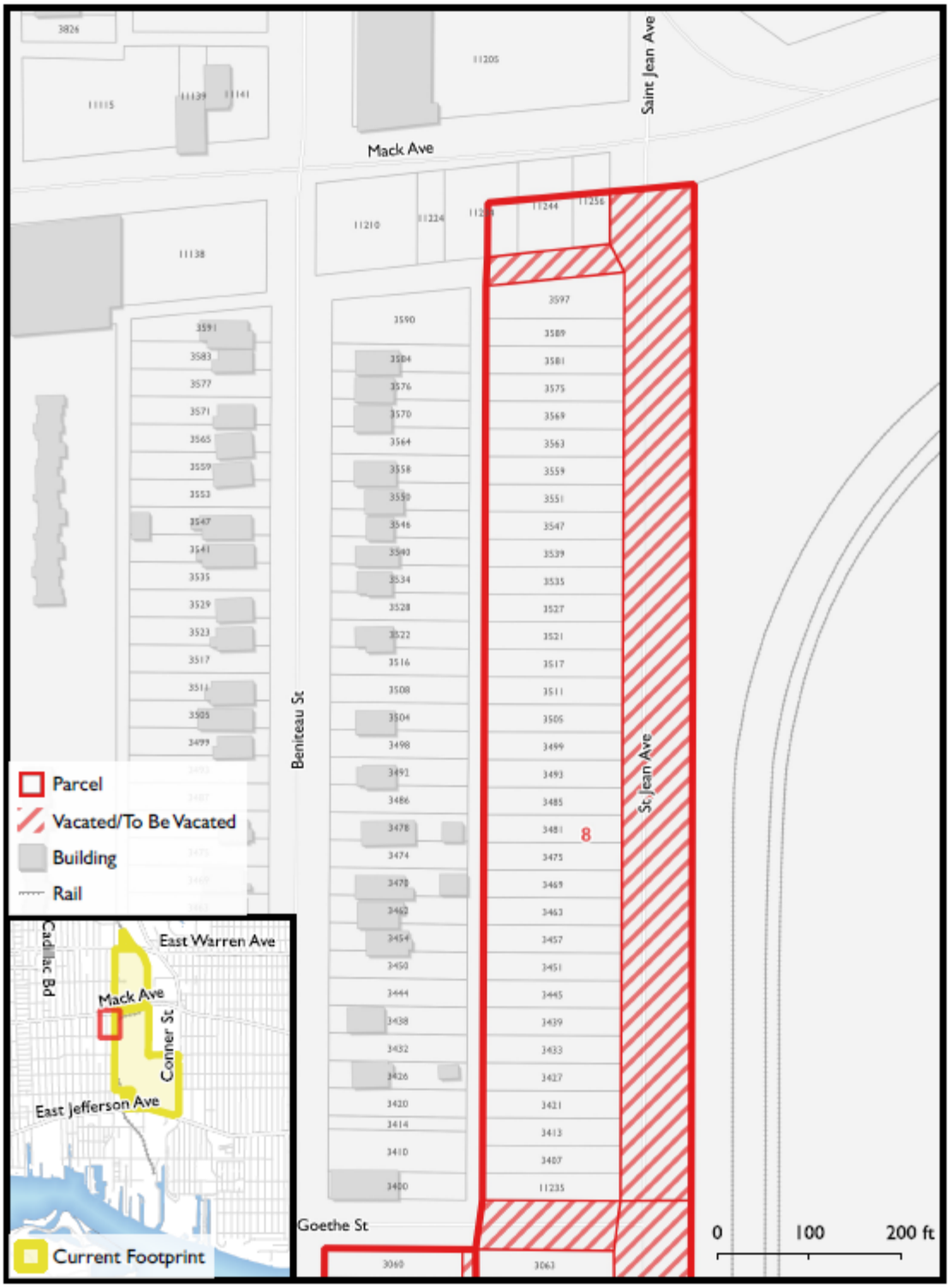
Cadillac Bd
Mack Ave
Conner St
East Jefferson Ave


Mack Ave
Saint Jean Ave
Beniteau St
St. Jean Ave
Goethe St
Parcel
Vacated/To Be Vacated
Building
Rail
Current Footprint
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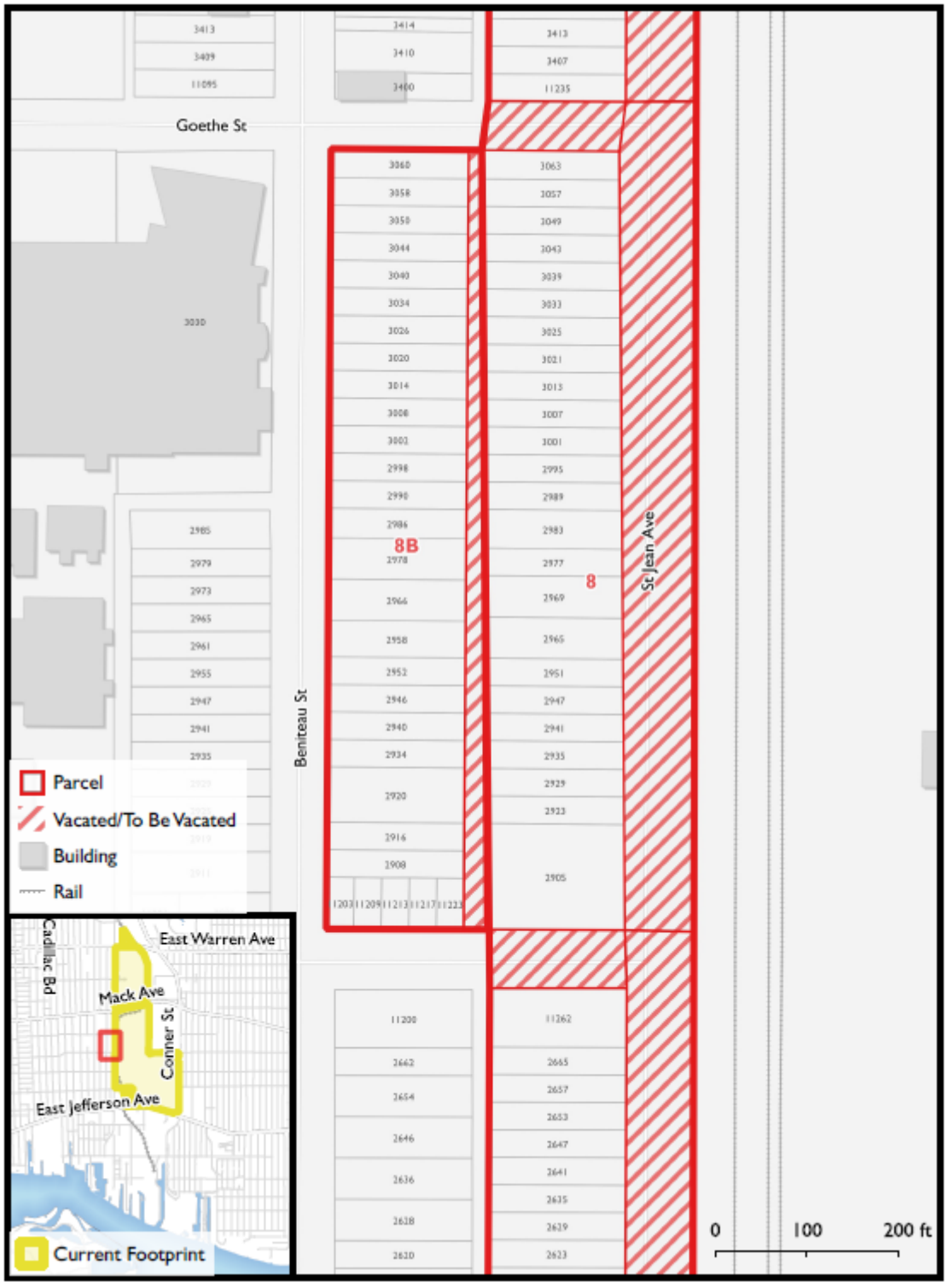
0
100
200 ft
8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Beniteau St
St Jean Ave
8B
8
Parcel
Vacated/To Be Vacated
Building
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Mack Ave
Conner St
East Jefferson Ave
Current Footprint
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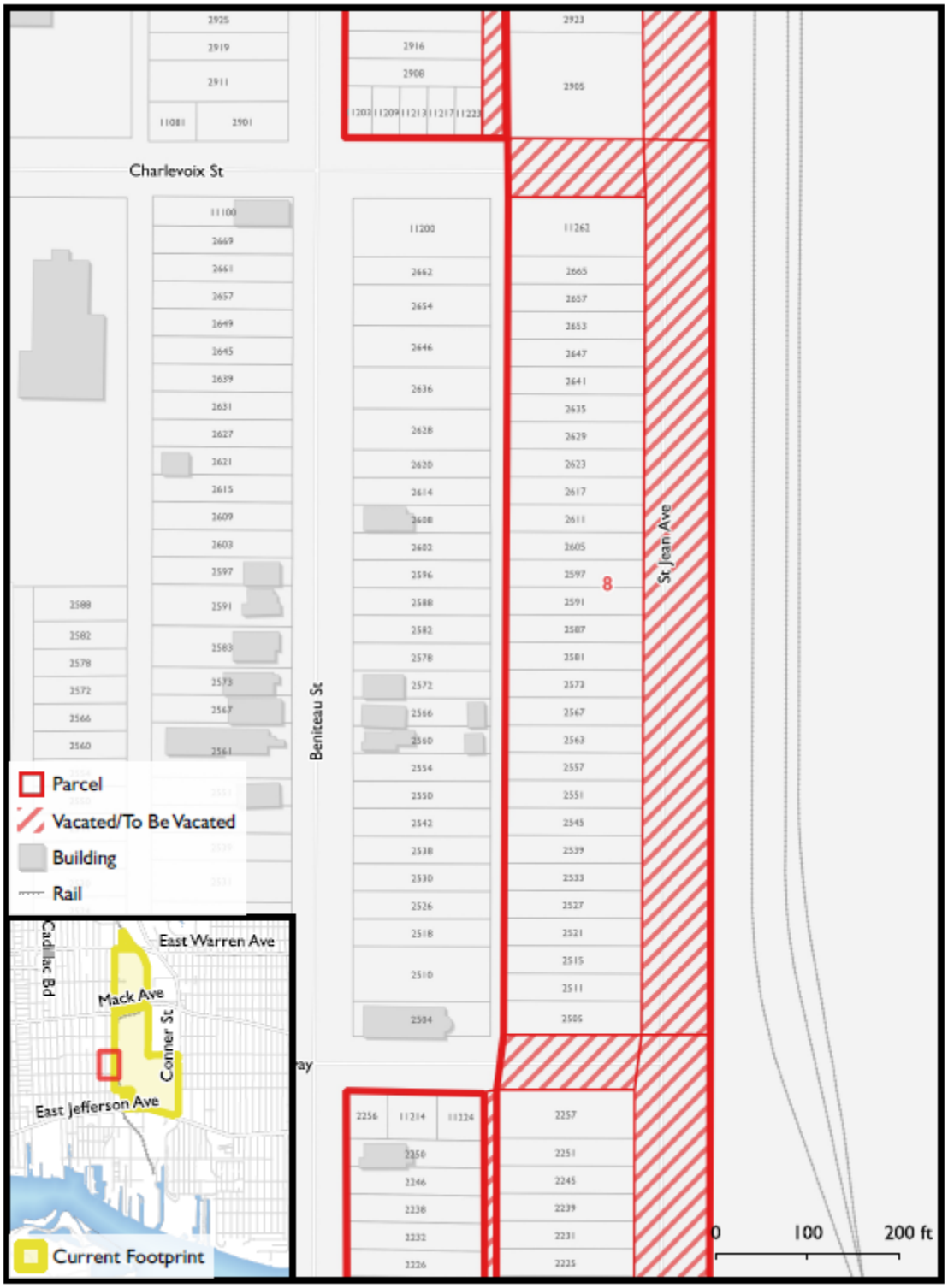
100
200 ft


Charlevoix St
Beniteau St
St Jean Ave
8
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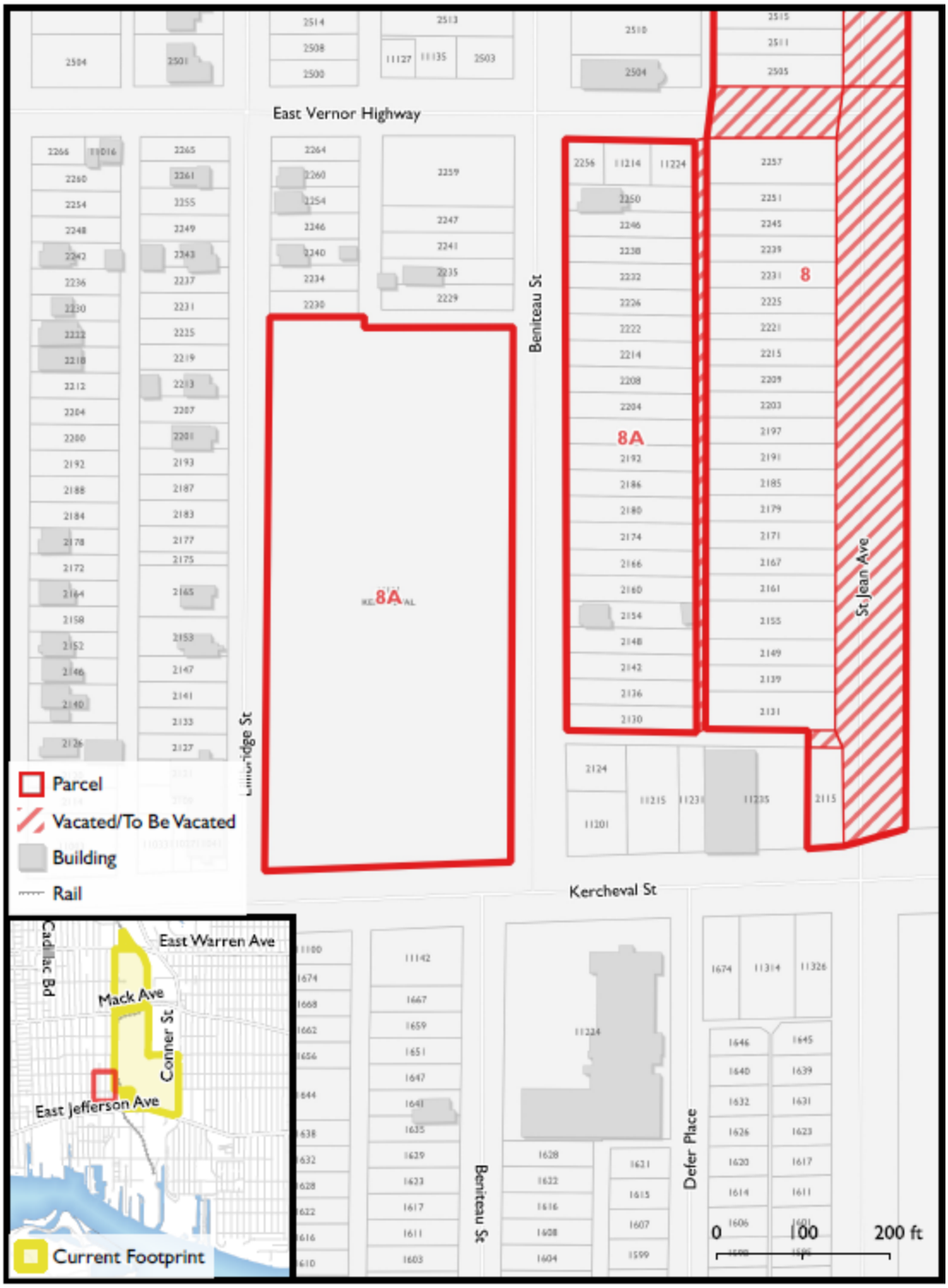
Vacated/To Be Vacated
Building
Rail
East Warren Ave
Mack Ave
Conner St
East Jefferson Ave
Current Footprint
0
100
200 ft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St Jean Ave
Kercheval St
Defer Place
8
8A
Parcel
Vacated/To Be Vacated
Building
Rail
East Warren Ave
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Current Footprint
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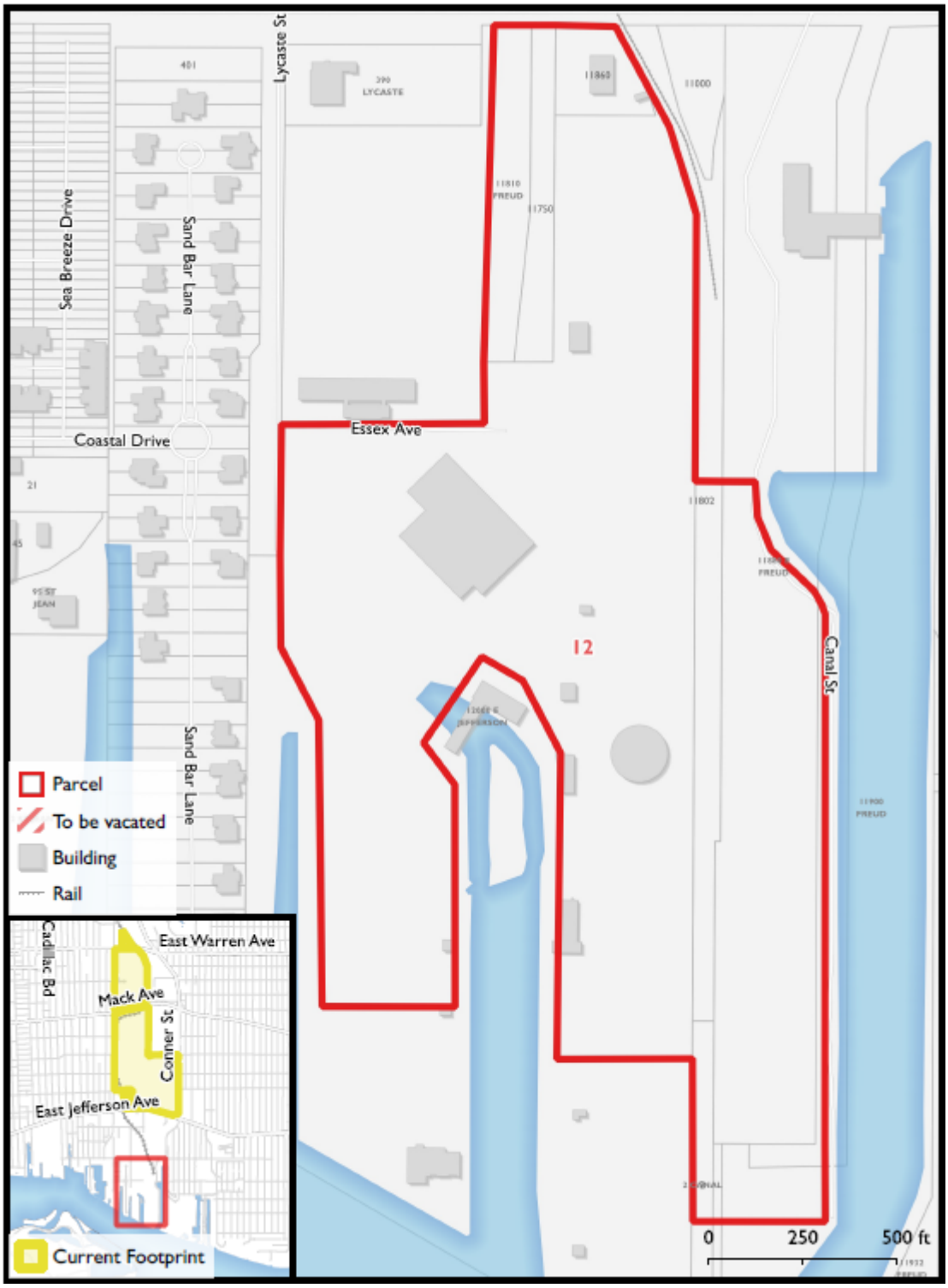
100
200 ft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Sand Bar Lane
Coastal Drive
Essex Ave
Canal St
12
Parcel
To be vacated
Building
Rail
East Warren Ave
Cadillac Rd
Mack Ave
Conner St
East Jefferson Ave
Current Footprint
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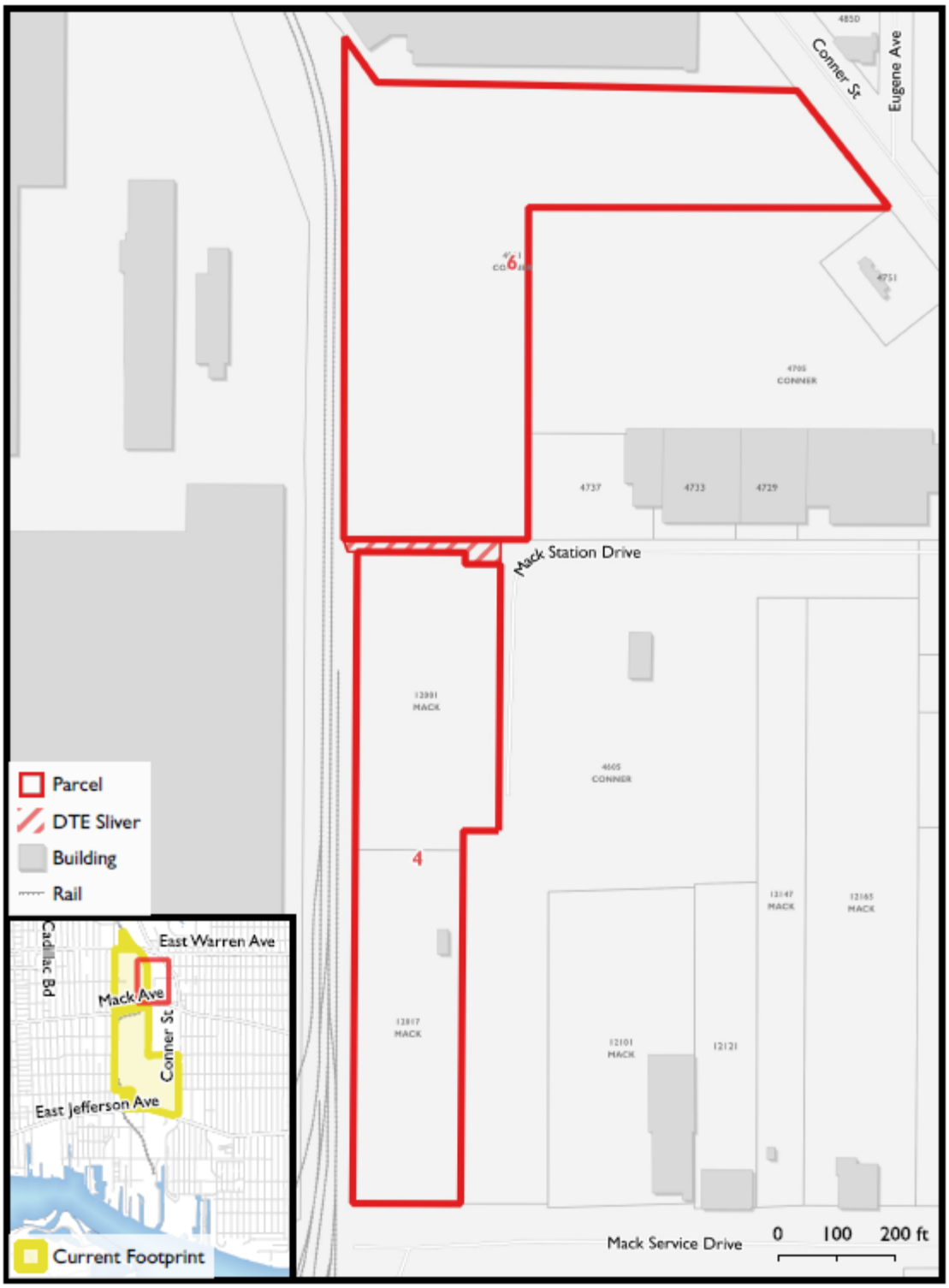
250
500 ft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4705
CONNER
4737
4733
4729
Mack Station Drive
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MACK
4605
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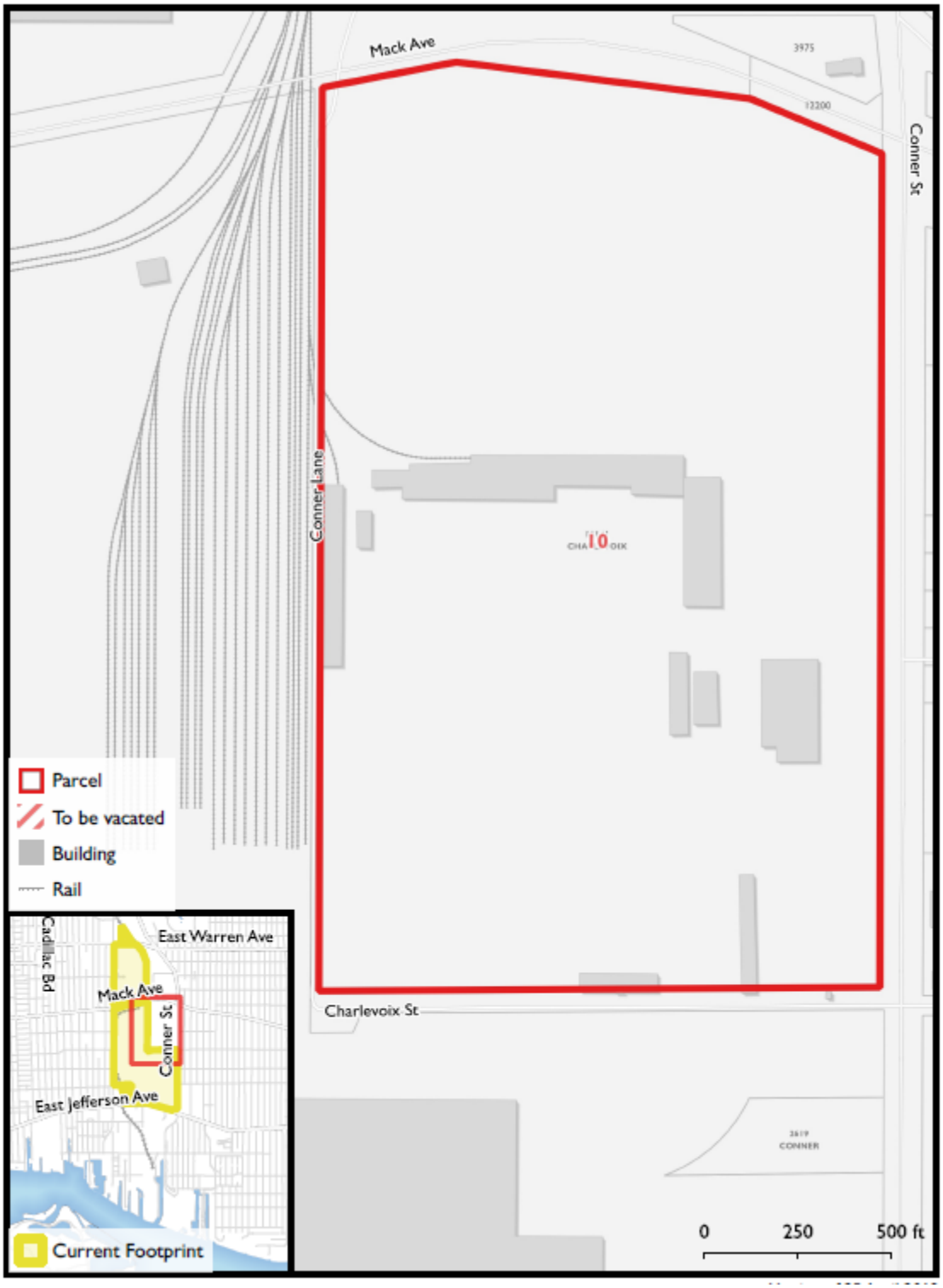
4
13147
MACK
13165
MACK
13017
MACK
13101
MACK
12121
Mack Service Drive
0
100
200 ft
Parcel
DTE Sliver
Building
Rail
East Warren Ave
Cadillac Rd
Mack Ave
Conner St
East Jefferson Ave
Current Footprint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12200
Conner St
Conner Lane
CHARLEVOIX
Charlevoix St
3619
CONNER
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Parcel
To be vacated
Building
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East Warren Ave
Cadillac Rd
Mack Ave
Conner St
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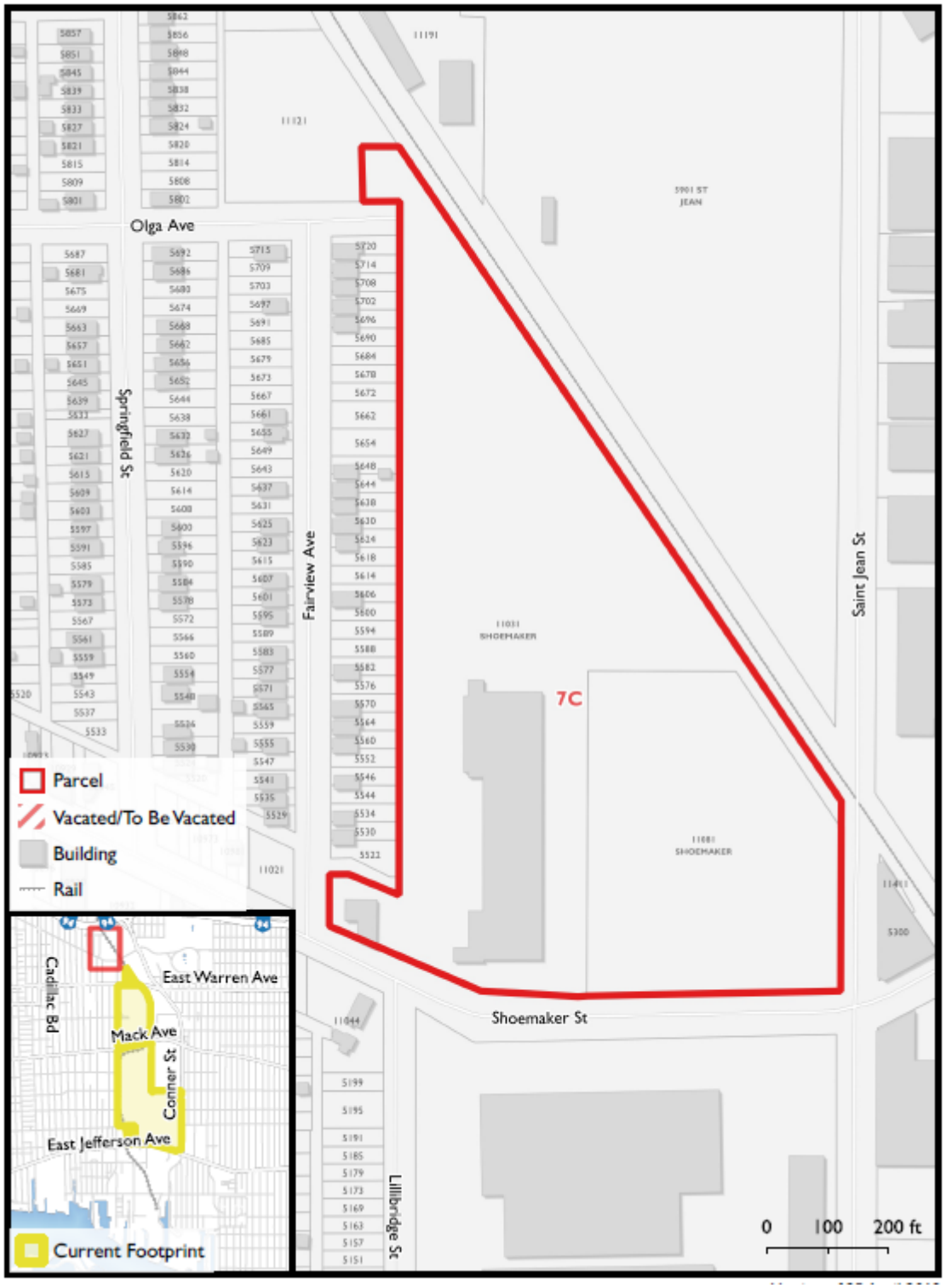
Current Footprint


Olga Ave
Springfield St
Fairview Ave
Saint Jean St
Shoemaker St
Lillibridge St
7C
Parcel
Vacated/To Be Vacated
Building
Rail
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Cadillac Rd
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Conner St
East Jefferson Ave
0
100
200 ft

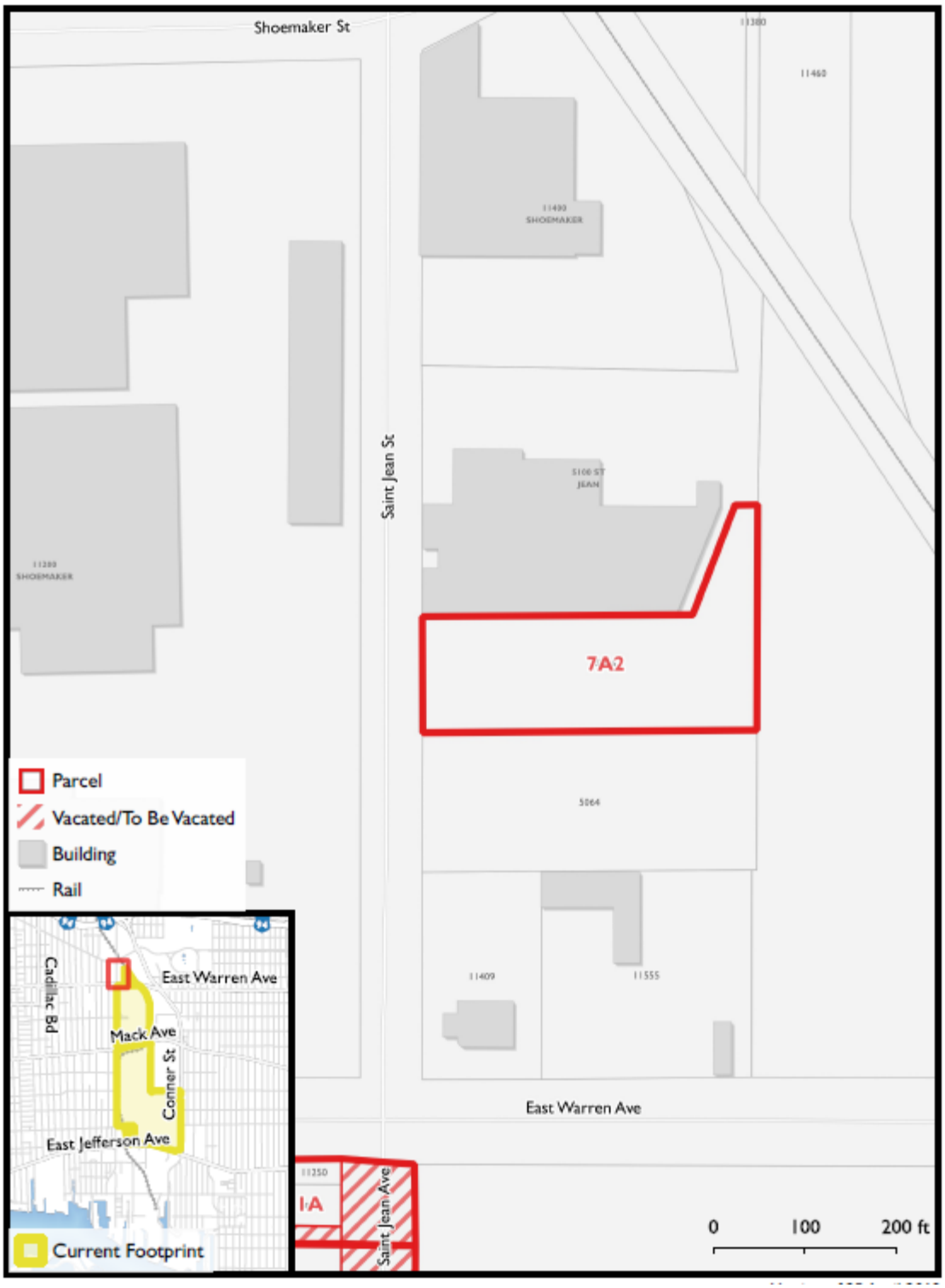
Shoemaker St
Saint Jean St
East Warren Ave
7A2
1A
Parcel
Vacated/To Be Vacated
Building
Rail
Cadillac Bld
East Warren Ave
Mack Ave
Conner St
East Jefferson Ave
Current Footprint
Saint Jean Ave
0
100
200 ft

Exhibit F3
Form of Quit Claim Deed

QUIT CLAIM DEED

Subject to the terms hereof, the CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan municipal corporation, whose address is 500 Griswold St., Ste. #2200, Detroit, Michigan 48226 ("Grantor"), quit claims to FCA US LLC, a Delaware limited liability company, whose address is 1000 Chrysler Drive, CIMS 485-14-23, Auburn Hills, Michigan 48326-2766 ("Grantee"), the following described premises situated in the City of Detroit, County of Wayne, and State of Michigan:

See attached Exhibit A

(the "Property").

For the consideration, Real Estate Transfer Tax Valuation Affidavit has been filed.

This Deed is given subject to the terms, covenants and conditions of that certain Agreement for the Development of Mack Assembly Plant dated May ____, 2019 by and among Grantor, Grantee, and the City of Detroit (the "Development Agreement" or "DA"), none of the terms, covenants and conditions of which shall be deemed merged in this Deed.

In the event a Project Default (as defined in the DA) has occurred, as determined by a final, binding, non-appealable determination made solely in accordance with the terms of Section 13.10(b) of the DA and the recordation by the arbitrator (at the direction and prior written consent of the Grantor) of Notice, as to arbitrator's determination of Project Default (the "Notice of Determination of Project Default"), all right, title and interest of Grantee in and to the Property and any successor in interest to Grantee in and to the Property shall upon recordation of the Notice of Determination of Project Default, be automatically transferred to Grantor without the need for recordation of any additional instrument, such that the Grantor shall then hold fee simple absolute title in and to the Property subject to the terms and conditions of the Development Agreement. It is further acknowledged that Grantor may, in its sole and absolute discretion, elect to waive the Grantor's reconveyance rights hereunder at any time for any reason by the recording of its affidavit expressly waiving such rights granted to it in this Deed at any time prior to affecting such reconveyance of the title.

Upon a Project Default, as determined in accordance with the paragraph above, and the recordation of the Notice of Determination of Project Default in accordance with the paragraph above, title to the Property shall automatically and without the need to record any further instrument be conveyed to Grantor free and clear of any lien created or caused by Grantee or its parents or subsidiaries, or their mortgagees (hereinafter, a "Grantee Party) and any deed restriction relative to use created or caused by a Grantee Party. In the event any recorded lien created or caused by a Grantee Party, or any deed restriction relative to use created or caused by a Grantee Party, remains of record at the time of reconveyance, Grantee shall promptly (and no later than 30 business days from and after the date of reconveyance) cause all such liens and all such restrictions

to be removed of record from the title at its sole cost and expense which obligation shall survive the reconveyance to the Grantor.

Notwithstanding anything to the contrary in this Deed, upon the issuance of a Certificate of Completion (as defined in the DA) and recordation of a copy of the Certificate of Completion, all right, title and interest granted herein to the Grantor and its successors and assigns hereby shall automatically terminate, without any other action required of either Grantee and/or Grantor or any of its successors or assigns.

[INCLUDED FOR SITE 1, 1A, 8, 8A, and 8B Parcels: The Property is further subject to the restriction that Grantee, its successors and assigns, shall not remove or modify the St. Jean Barrier (as defined in the Development Agreement) without the prior written approval of the City of Detroit recorded in the Office of the Register of Deeds for the County of Wayne. Further, Grantee, its successors and assigns shall maintain the St. Jean Barrier in a commercially reasonable manner.] [1]

Subject to the terms and conditions contained in this Deed, the foregoing conditions shall run with the land and be binding upon all subsequent persons and entities which hold an interest in the Property. The invalidity or unenforceability of any provision or aspect of the conditions described herein shall in no way affect the validity or enforceability of any other provision or aspect of this condition or of this Deed and such provision or aspect shall be deemed modified, restricted or omitted to the extent necessary to make the condition enforceable. The failure or delay by Grantor or its successors or assigns at any time to enforce this condition shall not be deemed a continuing waiver of the condition and shall in no way affect the full right to require enforcement of the condition at any time thereafter. Grantee and its successors and assigns shall pay to Grantor and its successors and assigns, upon demand, all costs and expenses, including actual attorney fees, incurred by Grantor or its successors or assigns to enforce the conditions set forth in this deed.

This Deed is further subject to existing easements of record, applicable zoning ordinances, development plans pursuant to Act 344 of 1945 as amended (if any), and restrictions of record

Exempt from transfer taxes pursuant to MCL Section 207.505(h)(i) and MCL Section 207.526(h)(i).

This deed is dated as of _____.

[1] Note: This restriction to be included in deed to DBRA.

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

STATE OF MICHIGAN)
)ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019, by _____, the _____ of the City of Detroit Brownfield Redevelopment Authority, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
Print:
Notary Public, Wayne County, Michigan
My commission expires:
Acting in the County of _____

This Instrument Drafted by:

Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Exhibit A

Legal Description of the Property

Exhibit 1.01(1)
Certificate of Fulfillment

THIS CERTIFICATE OF FULFILLMENT (this "**Certificate**") is made as of _____ ____, 20__, by **[**CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate ("**DBRA**") or THE CITY OF DETROIT, a Michigan municipal corporation (the "**City**")**]** in favor of FCA US LLC, a Delaware limited liability company ("**Purchaser**").

WHEREAS, simultaneously with the execution and delivery of this Certificate, DBRA has conveyed to Purchaser, certain real property located in the City of Detroit, County of Wayne, State of Michigan, legally described on Exhibit A attached hereto (the "**Property**"), pursuant to that certain Agreement for the Development of Mack Assembly Plant, dated as of _____ __, 2019, by and among Purchaser, **[**DBRA, and The City of Detroit, a Michigan municipal corporation or the City, and City of Detroit Brownfield Redevelopment Authority, a Michigan public body corporate**]** (the "**Development Agreement**"); and

WHEREAS, **[**DBRA or the City**]**, pursuant to Section 8.02 of the Development Agreement and to induce Purchaser to purchase the Property, provides and intends that Purchaser rely on this Certificate. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement.

NOW THEREFORE, in consideration of the purchase of the Property by Purchaser, **[**DBRA or the City**]** hereby acknowledges and agrees that: (a) all of its representations and warranties set forth in **[**Section 4.01 or Section 4.02**]** of the Development Agreement were true, accurate, and complete in all material respects as of the date of the Development Agreement, except to the extent that such representations and warranties were made as of a specified date, and either are or remain true, accurate, and complete in all material respects as of the date hereof, such representations and warranties shall continue on such Closing Date to have been true in all material respects as of the specified date, and shall survive the closing of the transaction contemplated by the Development Agreement; and **[**CITY: (b) subject to the terms and conditions of Section 13.20 of the Development Agreement, it has complied in all material respects with each of the covenants and agreements imposed upon or applicable to the City set forth in and subject to Article VI and Section 8.01 of the Development Agreement and it has performed all such covenants and agreements to be performed at or prior to Closing on the Property on or before the date hereof. or DBRA: (b) as evidenced by Purchaser's acceptance of the Property on the date hereof, DBRA has fulfilled each and every one of the covenants and agreements set forth in and subject to Section 8.01 and Article VI of the Development Agreement that are applicable to the condition of the Property described on Exhibit A attached hereto.**]**

[Signature page follows.]

IN WITNESS WHEREOF, this Certificate has been executed on the date first above written.

[CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate] [THE CITY OF DETROIT, a Michigan municipal corporation]

By: _____
Name: _____
Its: _____

[By: _____
Name: _____
Its: _____]

Exhibit A

Legal Description of the Property

Exhibit 1.01(2)
DBRA Access Agreement

THIS ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____, 20___, by and between CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate ("**Grantee**") and FCA US LLC, a Delaware limited liability company ("**FCA**").

RECITALS:

A. FCA owns that certain real property, consisting of approximately _____ acres of land located in the City of Detroit, County of Wayne, State of Michigan, as more particularly described on the attached Exhibit A (the "**Property**").

B. FCA, Grantee, and the City of Detroit, a Michigan municipal corporation (the "**City**"), are parties to that certain Agreement for the Development of Mack Assembly Plant, dated as of _____ __, 2019 (the "**Development Agreement**").

C. Grantee desires access to the Property in order to construct the St. Jean Barrier, as contemplated by the Development Agreement, and FCA desires to allow such access upon the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Development Agreement.

2. Subject to the terms and conditions of this Agreement, Grantee and any representative, employee, agent, contractor and/or subcontractor of Grantee (collectively, the "**Grantee Parties**") shall have the right to enter the Property for the sole purpose of constructing and installing on the Property the St. Jean Barrier. All work performed under this Agreement shall be conducted pursuant to the terms and conditions of this Agreement and in accordance with the terms and conditions of Section ____ of the Development Agreement, which are incorporated herein by this reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of Section _____ of the Development Agreement, the terms and conditions of this Agreement shall control. FCA shall have the right to review and approve the design and location of the St. Jean Barrier, which approval shall not be unreasonably withheld, prior to Grantee conducting any construction activities relative thereto. Grantee shall not permit any construction liens to be recorded on or against the Property as a result of its activities or the activities of the Grantee Parties under this Agreement, and in the event any such construction liens are recorded, Grantee shall, at its sole cost, immediately bond over and discharge same and shall indemnify, defend, and hold harmless FCA relative thereto (to the extent costs of such bonding and/or such indemnity do not cause DBRA's total costs to exceed the then remaining Municipal Project Funds, subject to the MPF Limit), which indemnity shall survive the termination, expiration, or cancellation of this Agreement.

3. Before Grantee or the Grantee Parties enter the Property pursuant to this Agreement, Grantee: (a) shall cause each of its contractors and subcontractors to provide evidence of the following insurance with insurance companies that maintain a minimum A.M. Best Rating of A-:VII: (i) General Liability including contractual liability and products and completed operations for the activities undertaken by or on behalf of Grantee or the Grantee Parties and performed at, on, around or under the Property

pursuant to this Agreement in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence and Five Million Dollars ($5,000,000.00) in the aggregate, or such lesser amounts of coverage as may be approved by FCA, (ii) automobile liability for any owned, hired or non-owned vehicles for a minimum limit of Five Million Dollars ($5,000,000.00), or such lesser amount of coverage as may be approved by FCA, and (iii) workers' compensation in compliance with applicable state statutes and employer's liability insurance with a minimum limit of One Million Dollars ($1,000,000.00); (b) provide at least three (3) business days' prior written notice to FCA as specified in Section 11 below; (c) provide a list identifying all persons who will enter the Property; and (d) be financially responsible for any deductibles, self-insured portions, retentions, immunity limitations, premiums or uninsured or excess amounts. Each policy required herein shall: 1) be primary without contribution from any similar insurance maintained by FCA or its affiliates, 2) (except workers' compensation) name FCA and its parents, subsidiaries, affiliates, employees, officers, directors, members, managers and their respective successors and assigns (collectively, the "**FCA Parties**") as additional insureds, 3) in favor of the FCA Parties, provide a waiver of subrogation or no right of recovery by Grantee or the Grantee Parties including their respective insurers. Limit amounts or types of coverage expressed shall not be considered limitations or maximums with respect to indemnification obligations.

4. All work performed under this Agreement shall be conducted at Grantee's sole cost and expense using the Municipal Project Funds. Grantee shall not, and shall cause the Grantee Parties not to, materially interfere with FCA's use and/or operations conducted on the Property. If the Property is disturbed or altered in any way as a result of the access by Grantee or the Grantee Parties thereon (except for the construction, installation and completion of those portions of the Property comprising the site of the St. Jean Barrier to the extent contemplated by the Development Agreement), Grantee shall promptly restore such Property to substantially the condition it was in immediately prior to such activities at its own expense using the Municipal Project Funds. Notwithstanding anything to the contrary herein, during the term of this Agreement, FCA retains the right to limit or temporarily prohibit Grantee's access rights hereunder due to a change in conditions on the Property that necessitates such action by FCA, which includes without limitation, requiring Grantee and/or the Grantee Parties to immediately vacate the Property.

5. To the extent permitted by law, Grantee shall indemnify, defend and hold harmless FCA and the FCA Parties from and against any and all losses, claims, damages, demands, costs, and expenses (including, without limitation, reasonable and actual fees and expenses of counsel) suffered or incurred by FCA and/or any of the FCA Parties as a result of or to the extent arising out of any negligent acts during the presence of Grantee or the Grantee Parties on the Property or any work conducted by or on behalf of Grantee or the Grantee Parties, including any bodily injury or property damage (to the extent the costs of such indemnity do not cause Grantee's total costs to exceed the then remaining Municipal Project Funds, subject to the MPF Limit). Notwithstanding anything contained herein to the contrary, to the extent that any indemnity claims under this Agreement are paid by insurance proceeds, Grantee's obligations under this Section 5 shall not be limited to the then remaining Municipal Project Funds as capped or limited by the MPF Limit. The indemnity provided herein shall survive the termination, expiration, or cancellation of this Agreement.

6. The rights granted to Grantee by this Agreement shall be for a term commencing on the date hereof and terminating on the date upon which Grantee satisfactorily completes the work contemplated herein (as determined by FCA in its discretion). Grantee shall use best efforts to complete such work within one year after the Effective Date of the Development Agreement.

7. The rights granted to Grantee by this Agreement are personal and may not be assigned, whether voluntarily or by operation of law. FCA is not prohibited from assigning this Agreement under any circumstances that shall constitute a Permitted Transfer under the Development Agreement.

8. This Agreement shall not be construed as creating a partnership between FCA and Grantee.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

10. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement (facsimile or other electronic transmission of signature pages shall be acceptable).

11. Any notice or other communication required by this Agreement (to be given to FCA) or Grantee shall be in writing and shall be either (a) personally delivered, (b) sent by registered or certified mail, postage prepaid and return receipt requested, or (c) sent by a nationally-recognized overnight delivery service, in each case addressed as follows. provided that one of the other delivery methods identified in clauses (a)-(c) of this Section 11 is also utilized:

If to Grantee: City of Detroit Brownfield Redevelopment Authority
500 Griswold St., Ste. #2200
Detroit, Michigan 48226
Attention: General Counsel

With a Copy to: Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

If to FCA: FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, Michigan 48326
Attention: Manager - Corporate Real Estate

With a Copy to: FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, Michigan 48326
Attention: Counsel, Real Estate Real Estate
Office of the General Counsel

12. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of said entity and that this Agreement is binding upon said entity in accordance with the terms hereof.

13. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally

recognized holiday of the United States, the date for the notice or performance or payment shall be the next following business day, which next following business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Agreement.

[Signatures follow on the next ensuing page]

IN WITNESS WHEREOF, FCA and Grantee have executed this Agreement as of the date first above written.

FCA US LLC

By: _____
Name: _____
Its: _____

"Grantee"

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Approved as to form:
Counsel to DBRA

By: _____
Rebecca A. Navin, Esq.

Exhibit A

Description of the Property

Exhibit 1.01(3)
City Incentives Proposal

DETROIT ECONOMIC GROWTH CORPORATION

March 6, 2019

Mr. Michael Manley
Chief Executive Officer
Fiat Chrysler Automobiles
1000 Chrysler Drive
Auburn Hills, MI 48326-2766

Dear Mr. Manley,

The Detroit Economic Growth Corporation ("DEGC") is pleased to submit this proposal indicating support for Fiat Chrysler Automobiles ("FCA") investment in manufacturing, business expansion, and the creation of jobs in the City of Detroit. As discussed with representatives of FCA, we are confident that this project will lead to a positive economic impact for the City of Detroit and southeastern region of Michigan.

Therefore, as the lead economic development agency for the City of Detroit, we would like to express our full endorsement of FCA's contemplated investment, as this project exhibits our primary goal, *to leverage private investment with public sector resources to encourage economic activity in the City of Detroit*. After careful consideration and intense review of the project, we believe this project necessitates the economic development incentives that are being requested. This letter outlines the incentives available for the project under consideration.

The incentives and the established values provided below are based on information provided to the DEGC as follows:

- FCA's $2.5 billion investment for the construction and expansion of the Mack II Engine Plant and the Jefferson North Assembly Plant resulting in over 4,900 new jobs with an average salary of approximately $58,000 annually within the City of Detroit.

- FCA's expansion of its physical plant footprint by approximately 600,000 square feet and the City of Detroit's support in assembling land and to provide the necessary infrastructure and resources to complete its project expeditiously.

PROPOSED INCENTIVES

- Industrial Facilities Exemption, PA 198 of 1974; DEGC is recommending a 12-year abatement term. The estimated value of the incentive is $12,159,000 over the term.

DEGC

- Talent Readiness and Attraction; Detroit Employment Solutions Corporation ("DESC"), as the implementation partner of Detroit at Work, is committed to supporting all aspects of the company's talent needs, specifically as they relate to recruiting, pre-screening and vetting, and work-readiness training. Assuming Detroit at Work project team is dedicated, DESC will provide in-kind services for the client valued at $2,000,000.

Please note: the proposed incentives are contingent upon receipt of all required documentation, staff review, local legislative approval, and fulfillment of eligibility requirements and conditions of this proposal. Additionally, this commitment is contingent upon an agreement between the City of Detroit and FCA related to the project investment and the local priorities.

WORKFORCE DEVELOPMENT

The Mayor's Workforce Development Board (the "Board"), a body comprised of C-suite leaders from 40 of the region's most influential employers, labor unions, foundations and community organizations, will be a critical resource for talent readiness and attraction. The City of Detroit has built a high-quality workforce development system that can both respond to employer needs and provide opportunities to Detroiters seeking better jobs.

The Board and its fiscal and administrative agent, DESC, have dramatically increased industry training, quality and enrollments, invested over $20 million to reconstitute career technical education for youth and adult in the City of Detroit, and have raised tens of millions in new public and private funds to support the talent needs of employers.

DESC, as the implementation partner of Detroit at Work, has also successfully worked on similar efforts for Arcelor Mittal, Detroit Manufacturing Systems, Flex-N-Gate, and Sakthi Automotive, among others. While this strategy focuses on recruiting, pre-screening and vetting, and work-readiness training, DESC is committed to supporting all aspects of the company's talent needs.

Additionally, DEGC will coordinate your efforts with local leaders and provide ongoing assistance to FCA during this process.

REAL-TIME SITE MONITORING

The City of Detroit agrees to provide real-time police monitoring, via its Greenlight Program, which monitors cameras remotely the Detroit Police Department ("DPD") Headquarters for as long as the company has an operating facility on the site. These monitoring costs will be borne at the City of Detroit's expense. The value of public resources for real-time monitoring is $2,500 per year per camera. The cameras and related equipment would be the responsibility of the company, for which the company would incur a one-time cost of approximately $1,800 per camera.

Therefore, the total value to the company is dependent on the number of cameras, which is subject to further discussion between DPD and the company's security team. We estimate the value of full site monitoring to be no less than $355,740. DPD is prepared to initiate site security planning immediately upon notice by the company.

MEMORANDUM OF UNDERSTANDING

The unsigned Memorandum of Understanding ("MOU") to be between FCA, the City of Detroit, and the City of Detroit Brownfield Redevelopment Authority ("DBRA"), in the form agreed upon by the parties on February 26, 2019, constitutes the current offer to FCA. Consistent with the MOU, this is to confirm that neither the City of Detroit nor the DBRA will require FCA to guarantee or to otherwise be liable for any bonds issued in connection with the project.

We are excited about FCA's outlined investment and its future positive impact on the City of Detroit. In order to bring about this proposed investment in jobs and real estate, the DEGC is pleased to support the resources outlined in this letter and to cooperate in good faith.

We look forward to working with our partners to develop this project in the City of Detroit.

Sincerely,

Kevin Johnson
President & CEO, DEGC

cc: Shane Karr, FCA
Christine Estereicher, FCA
Ronald Stallworth, FCA
Kenyetta Bridges, DEGC

Exhibit 1.01(4)
Community Benefits Agreement

COMMUNITY BENEFITS PROVISION FOR TIER 1 DEVELOPMENT PROJECTS

(Fiat Chrysler Automotive Projects)

THIS COMMUNITY BENEFITS PROVISION ("Provision") is entered into as of its Effective Date, as hereinafter defined, by and between the CITY OF DETROIT, a Michigan municipal corporation acting through its Planning and Development Department ("CITY"), and FCA US LLC ("DEVELOPER"), a Delaware limited liability company. The CITY and the DEVELOPER may each be referred to herein as a "Party" or collectively as the "Parties" to this Provision, as applicable.

RECITALS

WHEREAS, DEVELOPER is undertaking the following in the City of Detroit, which are referred to herein individually as a "Project," and collectively as the "Projects": (1) the construction of a new assembly plant and related improvements by renovating, retrofitting and expanding the DEVELOPER's Mack 1 Plant, Mack 2 Plant and other parcels adjacent to or near such plants and (2) investments in DEVELOPER's Jefferson North Assembly Plant.

WHEREAS, under City of Detroit Ordinance No. 35-16 ("Ordinance"), codified in Chapter 14, Article XII of the Detroit City Code ("Code"), effective as of November 29, 2016, certain development projects referred to therein as "Tier 1 Development Projects" are subject to certain community engagement procedures as set forth in the Ordinance (as in existence as of the date hereof, the "CBO Process") to determine the outstanding issues related to the Projects; and the best means of mitigating the concerns of the community pertaining directly to the development of the Projects.

WHEREAS, because the Projects are expected to incur an investment of at least $75 million and to involve the abatement of more than $1 million in city taxes, the Projects qualify as a 'Tier 1 Project' under the Ordinance and thus are subject to the CBO Process.

WHEREAS, the Projects were reviewed under one CBO process by one Neighborhood Advisory Council ("NAC") and the CITY has prepared a single Community Benefits Report ("Report") regarding the Projects, all in accordance with Section 14-12-3 of the Code.

WHEREAS, the CITY, the DEVELOPER and the City of Detroit Brownfield Redevelopment Authority ("DBRA") have entered into that certain Agreement For the Development of Mack Assembly Plant (the "Development Agreement") setting forth certain undertakings by the CITY, the DEVELOPER and the DBRA relating to the Projects;

NOW THEREFORE, the CITY and DEVELOPER agree as follows:

Section 1: Addressing Community Impacts. The DEVELOPER and CITY understand that through the community engagement process set forth in the Ordinance, certain concerns have been raised by the Neighborhood Advisory Council regarding the Projects' anticipated impact on the community, all of which are itemized in the Report. The DEVELOPER and CITY acknowledge these concerns by agreeing to the commitments set forth in the attached Exhibit A, which is incorporated herein by reference.

Section 2: Continued Community Engagement. DEVELOPER has been actively engaging with the community for input and will continue to do so throughout the development of the Projects. The DEVELOPER acknowledges and understands that pursuant to Section 14-12-3(f)(3) of the Code, the CITY will facilitate at least one (1) meeting annually between the DEVELOPER and the NAC at a time and place mutually agreeable by DEVELOPER, the CITY and the NAC. The CITY will facilitate, and the DEVELOPER must attend, such meetings on an annual basis for a period of two (2) years following the Effective Date of this Provision. The purpose of such meetings will be to discuss anticipated or actual impacts of the Projects on the community and to coordinate the implementation of the DEVELOPER's efforts to address such impacts in accordance with this Provision and the Ordinance. Such meetings are not intended to expand the DEVELOPER's obligations under this Provision.

Section 3: Compliance Reports. Within sixty (60) days of written demand from the CITY, the DEVELOPER must submit to the CITY a compliance report that summarize the DEVELOPER's progress on and compliance with the obligations set forth on Exhibit A and the other community engagement obligations set forth herein; provided that in no event shall the CITY request a compliance report more than one (1) time per calendar year.

Section 4: Meetings. Upon request by either Party, the Parties will meet at their mutual convenience, whether in person or by video conference, telephone, or other convenient means, to review any aspect of this Provision and each Party's rights and obligations hereunder.

Section 5: Recordkeeping and Reporting. Each Party will maintain information pertinent to its activities under this Provision for at least two (2) years following the expiration or earlier termination of this Provision, but in no case for less time than may be required to maintain compliance with Applicable Laws.

Section 6. Indemnification. The DEVELOPER will indemnify, defend, and hold the CITY harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses, including, without limitation, reasonable fees and expenses for attorneys, expert witnesses and other consultants (collectively "Claims") that may be imposed upon, incurred by, or asserted against the CITY or its departments, officers, employees, or agents by reason of (a) any grossly negligent act, error, or omission caused by the DEVELOPER relating to its obligations under this Provision, (b) any failure by the Developer to perform its obligations under this Provision, or (c) any injury to the person or property of an employee of the CITY where such injury arises out of the Developer's performance under this Provision.

Section 7: No Third Party Beneficiaries. This Provision is for the sole benefit of the Parties hereto and nothing herein, express or implied, shall give or be construed to give to any person or entity, other than the Parties hereto, any legal or equitable rights hereunder.

Section 8: Compliance with Laws. Each Party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations, and orders having the binding effect of law in carrying out its obligations under this Provision (collectively "Applicable Laws"). Neither Party will be responsible for ensuring the other Party's compliance with Applicable Laws at any time, unless so required under Applicable Laws.

Section 9: Non-Discrimination. The DEVELOPER will, in addressing community impacts as set forth in Section 1 herein, or in performing its activities set forth herein, refrain from refusing, restricting, withholding, or denying any accommodations, services, privileges, advantages or facilities or otherwise discriminating, whether directly or indirectly, on the basis of race, color, ethnicity, national origin, religious beliefs or practices, age, disability, pregnancy, marital status, parental status, military status, employment or educational status, gender, sex, sexual orientation, gender identity or expression, or any other protected or designated classification, in accordance with Chapter 27 of the Detroit City Code and other Applicable Laws.

Section 10: Community Reporting. The Parties acknowledge and understand that pursuant to Section 14-12-3(f)(4) of the Code, members of the community may report to the NAC allegations of the DEVELOPER's failure to comply with this Provision. Community members can submit such reports to the CITY by personal delivery with receipt obtained or by registered or certified first-class mail with return receipt requested at the following address:

City of Detroit, Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, MI 48226
Attention: Director

The CITY will forward all such reports from community members to DEVELOPER and to the NAC for the Projects, which may take further action in accordance with Section 14-12-3(f) of the Code.

Section 11: Breach and Default. The failure by either Party to comply with its obligations under this Provision, which is not caused by the other Party's failure to comply with its own obligations under this Provision, will constitute a material breach of this Provision.

A. In the event of DEVELOPER's material breach of this Provision, the DEVELOPER will be considered to be in default of this Provision upon the DEVELOPER's failure to cure such breach within ninety (90) days after receipt of written notice of such breach and demand to cure by the CITY (a "Default"), provided, however, that if the nature of DEVELOPER's breach is such that more than ninety (90) days is reasonably required for its cure, then DEVELOPER will not be deemed to be in Default if DEVELOPER, with the CITY's acknowledgment and consent in writing such acknowledgement and consent not

to be unreasonably withheld by the CITY, commences such cure within said 90-day period and thereafter diligently pursues such cure to completion.

In the event of a Default by DEVELOPER pursuant to this Section 10(A), DEVELOPER will comply with such enforcement and mitigation efforts as are determined by the Enforcement Committee in consultation with the NAC, or City Council (as applicable), until the City Council has determined that DEVELOPER is in compliance with this Provision or has taken adequate steps to mitigate the Default, all in accordance with Section 14-12-3(f) of the Code. After completing the enforcement process described in Section 14-12-3(f) of the Code, if the DEVELOPER has not cured such Default to the satisfaction of the CITY, the CITY agrees that it will allow the DEVELOPER an opportunity to make a good faith request to the CITY for a waiver of such Default if it results from the requirements of the Ordinance which are impracticable or infeasible in accordance with the Section 14-12-5 of the Code.

B. In the event of the CITY's material breach of this Provision, the CITY will be considered to be in default of this Provision upon the CITY's failure to commence its cure of such breach and thereafter diligently pursue such cure to completion within ninety (90) days after written notice of such breach and demand to cure by the DEVELOPER.

C. The sole and exclusive damages recoverable against each Party by reason of any breach of any of the representations and warranties made herein or in any ancillary document or the failure to comply with any of the covenants and agreements contained herein or in any ancillary documents to be performed or complied with shall be limited to reimbursement of the direct and documented out-of-pocket damages, expenses and costs incurred by the party as a result of such breach or failure to comply and each of DEVELOPER and the CITY disclaim and waive the right to recover any other damages, including without limitation, punitive, exemplary, treble damages that result from any application of multipliers, consequential and/or putative damages.

D. Notwithstanding anything in this Provision to the contrary, in no event shall DEVELOPER be responsible for payment of costs or damages, including without limitation any indemnification obligations under Section 6 hereof, to CITY in excess of the value of the DEVELOPER'S commitments described in Exhibit A hereto which were not satisfied.

E. For the avoidance of doubt, a default by the DEVELOPER or the CITY under this Provision shall not be a default under the Development Agreement or any agreement between the CITY and DEVELOPER relating to an Act 198 tax abatement for either Project.

Section 12: Effective Date, Term, and Termination. This Provision has no force or effect until the date upon which it has been fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit), and has been approved by the City of Detroit Law Department ("Effective Date"). This Provision will remain in effect until completion of the Projects and until both Parties have satisfied all of their respective obligations set forth in this Provision, at which time and upon written notice by either Party the term of this Provision will expire; provided, however, this

Provision may be terminated earlier by the Parties if so approved by the City Council; or, if the Development Agreement is terminated prior to its expiration, this Provision shall automatically terminate and be of no further force and effect effective as of the date of termination of the Development Agreement.

Section 13: Amendments. No amendment to this Provision will have any force or effect against either Party unless it is in writing, expressly makes reference to this Provision, is fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit) and DEVELOPER, and is approved by the City of Detroit Law Department.

Section 14: Notices. All notices, requests, notifications, and other communications (collectively, "Notices") related to this Provision shall be given in writing, signed by an authorized representative of the Party and sent by United States mail, registered or certified, return receipt requested, postage prepaid, or sent by express, overnight courier to the respective parties at the addresses listed below, and shall be deemed delivered one (1) business day after the delivery or mailing date:

If to CITY: City of Detroit, Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, MI 48226
Attention: Director

With a copy to: City of Detroit, Law Department
2 Woodward Avenue, Suite 500
Detroit, MI 48226
Attention: Corporation Counsel

If to DEVELOPER: FCA US LLC
1000 Chrysler Drive, CIMS 485-14-23
Auburn Hills, MI 48326-2766
Attention: General Counsel

With a copy to: FCA US LLC
1000 Chrysler Drive, CIMS 485-13-95
Auburn Hills, MI 48326-2766
Attention: Director – Government Affairs

Either Party to this Provision may change its address and/or point of contact for the receipt of Notices at any time by giving written Notice thereof to the other Party in accordance with this Section.

Section 15: Miscellaneous Terms.

A. **Independent Parties; Effect of Agreement.** Each Party acknowledges that the CITY and the DEVELOPER are independent of each other and do not intend, as a result of this

Provision or otherwise, to become a joint venture, partners, employees, servants, agents, representatives, contractors, or any type of related business entities to one another with respect to the subject matter of this Provision. DEVELOPER and CITY acknowledge and agree that this Provision, and the performance of the obligations hereunder, is intended to satisfy the obligations of the Ordinance and the CBO Process, and further acknowledge that each Party's commitments set forth at Exhibit A do not constitute conditions precedent to the other Party's commitments thereunder.

B. **Assignment.** This Provision sets forth DEVELOPER's intended activities to address impacts on the community by the Projects in accordance with the Ordinance. The DEVELOPER may not delegate or assign this Provision, or any portion thereof, either voluntarily or involuntarily, or by operation of law, except that DEVELOPER may delegate or assign this Provision to an Affiliate. In the event DEVELOPER sells, assigns or transfers (whether by operation of law, foreclosure or otherwise) a Project to a non-Affiliate, DEVELOPER's successor shall be bound by all of the obligations hereunder that accrue on and after the date of such sale, assignment or transfer, provided that DEVELOPER shall remain solely responsible for any breach of this Provision that occurs prior to the date of such sale, assignment or transfer. "Affiliate" means any entity that controls, is controlled by or under common control with DEVELOPER.

C. **Force Majeure.** In the event of enforced delay in the DEVELOPER's performance of its obligations under this Provision due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, or severe weather, , the time for performance of such obligations shall be extended for the period of the enforced delays; provided that the DEVELOPER must within thirty (30) days after the beginning of such enforced delay, have first notified the CITY in writing of the causes thereof and requested an extension for the period of the enforced delay. In the event that there is any dispute as to what constitutes such force majeure event, the determination of the CITY will control..

D. **Choice of Law and Venue.** The Parties acknowledge that this Provision shall be governed by and interpreted in accordance with the laws of the State of Michigan, exclusive of conflict or choice-of-law rules, and the Parties hereby consent to the personal and exclusive jurisdiction and venue of the Michigan state courts and the federal and state courts located in Wayne County, Michigan.

E. **Severability.** In the event that any provision in this Provision is found by a court to be impermissible or illegal, then that provision shall be stricken from the Provision and shall be replaced by a provision that is permissible and legal and by mutual agreement of the Parties comes closest to expressing the intent of the stricken provision. The remainder of the Provision shall remain in full force and effect in accordance with its original overall intent.

F. **Counterparts.** This Provision may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one

document. Each counterpart may be executed by facsimile or electronic signature, which will be deemed to be an original signature, to the extent permitted by Applicable Law.

G. **Authority of City.** Notwithstanding anything in this Provision or otherwise to the contrary, the CITY is not authorized or obligated to perform any of its obligations pursuant to this Provision until this Provision has been fully executed by the duly authorized representative of the CITY (if necessary, pursuant to the resolution of the Detroit City Council as approved by the Mayor of the City of Detroit, and has been approved by the City of Detroit Law Department). Any amendments or modifications must likewise be duly signed (if necessary, authorized by resolution of the City Council and approved by the Mayor), and must be approved by the Law Department, to be enforceable against the CITY.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the Parties have executed this Provision as of the dates shown below, to be effective as of the Effective Date.

CITY OF DETROIT,
a Michigan municipal corporation

By: _____

Name: _____

Its: _____

Date: _____

DEVELOPER: FCA US LLC

By: _____

Name: _____

Its: _____

Date: _____

Approved by Corporation Counsel pursuant to §7.5-206 of the 2012 Charter of the City of Detroit.

_____
Corporation Counsel

EXHIBIT A

COMMITMENTS OF DEVELOPER AND CITY

(Fiat Chrysler Automotive Projects)

DEVELOPER and CITY hereby agree to the following with respect to the Projects:

Support Neighborhood Stabilization Housing in the Impact Area with an investment of $7.7M

1) **Demolitions**
    a) City commits to invest $5,400,000 in the completion of 300 demolitions in the impact area. Priority of 53 demolitions to be given to those publically-owned structures on/near the Beniteau impact area, as defined by the Detroit Building Authority. Remaining demolitions to be determined with support from NAC and other impact area members.
    b) 100 demolitions per year will be completed for the next three years
    c) Demolitions can be tracked at: https://data.detroitmi.gov/Government/Demolitions-Data-Lens/xhif-khyv
    d) The estimated start date for demolitions will be 9 months from the council approval date.
    e) Residents of the impact area will be involved in the selections of demolitions in the impact area
    f) Priority and accelerated demolition of vacant structures in the impact area of Beniteau to McClellan bordered by Mack and East Warren
    g) $500,000 will be dedicated to home rehabilitation of DLBA owned homes within the impact area

2) **Home Repair Grants and Loans**
    a) FCA US LLC commits to invest $1,800,000 in home repair grants up to $15,000 per grant in the impact area. Priority will be given to owner occupied homes along Beniteau Street impact area. The program will be executed over a two-year period or until funds are exhausted.
    b) Approximately $700,000 will be directed to a specific grant program to support Beniteau Street residents who are acutely impacted by the construction along the project perimeter in repairing homes to prevent noise pollution. Awards will be granted up to $15,000 per owner occupied, income eligible property.
    c) The grant process will be led by Detroit Housing & Revitalization Department who will manage program eligibility requirements and granting of awards.

d) HRD staff will use maximum leniency allowed in resolving eligibility conflicts, ex. home insurance with program guidelines
e) Those residents who fall outside the income eligibility guidelines for home repair grants will be encouraged to apply for 0% home repair loans.
f) The estimated start date for the home repair grants program will be 3 months from the council approval date.

3) **Detroit Land Bank Authority programs**
   a) DLBA commits to release side lots as possible for sale in the impact area through a side lot fair within 3 months from the council approval date
   b) DLBA commits to host an "Own It Now" home sales event in the impact area to improve resident opportunity purchase homes in the area be 3 months from the council approval date.
   c) DLBA and the City commits to do complete and/or partial rehabs of vacant homes in and around the impact area to spur investment in the neighborhood, subject to the completion of the Chandler Park, West End, Riverbend Neighborhood Plan.
   d) Residents of the impact area will be involved in the vacant home rehabilitation selection process.

Engage Impact Area Residents in Planning and Development with total commitment of $1.6M

1) **Community Planning**
   a) The City commits to invest $500,000 in developing a community plan for Chandler Park, West End and Riverbend sections of the impact area. (A map is attached as Attachment 1.)
   b) Based on the outcomes of the planning efforts, developer and community will work together to direct funding to specific outcomes.
   c) Community planning efforts will be conducted by the Detroit Planning and Development Department.
   d) The procurement of the planning consultant or commence within 90 days of the council approval.
   e) The City of Detroit will request DTE to complete a full analysis of the electrical infrastructure of the impact area of Beniteau to McClellan bordered by Mack and East Warren within 60 days of this agreement. This report will identify the issues with this power grid and the cost to make the necessary repairs to address these issues.
   f) Tree and weed removal in City and DBLA owned vacant lots and regular and continued maintenance in the impact area.

g) From the time of this agreement, City of Detroit Water and Sewerage Department will postpone service interruptions in the impact area for two weeks to allow residents who have delinquent water bills to apply for funds through the Water Residential Assistance Program (WRAP). Once a resident applies for WRAP, their account will be placed on hold and service interruption will not occur while it is determined whether they are eligible for WRAP dollars.
h) BSEED will enter into consent agreements (which creates leniency and the potential for waiver) to those homes that are in the process of securing a home renovation grant or loan.

2) **Impact Neighborhood Fund**
   a) FCA US LLC commits $800,000 to fund recommended projects that result from neighborhood planning process in Chandler Park, West End and Riverbend neighborhoods.
   b) Funded projects may include but are not limited to: small business development, additional home repair programs, park improvements, and recreation center study or capital investment.
   c) The $800,000 fund will be held by Invest Detroit for deployment in the impact area when the plan is complete; Invest Detroit will invest all proceeds into eligible activities when the plan is completed.

3) **Marketing Support**
   a) City will invest $300k in marketing resources and engage with FCA US LLC and the community to develop a campaign to promote the impact area.

Ensure Impact Area Residents Have Increased Access to Training and Job Opportunities through a funding commitment totaling $18,800,000

1) **Detroit at Work**
   a) FCA US LLC commits to direct $5,800,000 in state funding towards programs to maximize employment opportunities for Detroit residents
   b) The state funding will be administered by Detroit Employment Solutions Corporation (DESC)
   c) DESC commits to provide $2,000,000 in-kind outreach, screening, pre-application support and interviewing services
   d) FCA US LLC and DESC will collaborate to develop and implement pre-application readiness training programs using the state funds
   e) FCA US LLC commits to hiring priority for impact area residents, Detroit residents, returning citizens and veterans
   f) FCA US LLC commits to working with the City to recruit Returning Citizens from targeted community-based training and support service programs

g) FCA US LLC commits to provide work readiness training for new hires
h) DESC commits to providing quarterly updates and metrics regarding pre-employment and workforce development within the impact area
i) Items 1a – 1g must be specifically allocated to residents of the impact area

2) Education Programs

a) FCA US LLC commits to $4,000,000 to fund manufacturing career academy programs at Southeastern High School / CTE facilities for youth and adults in partnership with the City and Detroit Public School Community District (DPSCD)
b) City commits to fundraise $4,000,000 from public and private sources in additional support to manufacturing career academy CTE programs, in addition $2M contributed by the City for adult training
c) The funds will be administered by Detroit Employment Solutions Corporation, working as the City's fiscal agent for workforce development under existing and future potential partnership agreements with DPSCD
d) The city recognizes the importance of Timbuktu Academy and will work to fundraise $50,000 with philanthropic partners toward improvements to its computer lab and library.

3) Grow Detroit's Young Talent

a) City commits $500,000 to fund the Grow Detroit's Young Talent (GDYT) summer youth employment program
b) The GDYT funding will be administered by Detroit Employment Solutions Corporation (DESC), the program's fiduciary

4) Detroit Promise

a) City commits $500,000 to fund scholarships through the Detroit Promise
b) The Detroit Promise funds will be administered by the Detroit Regional Chamber
c) The scholarships will be earmarked specifically for students of the impact area

5) AMP at WCCCD

a) FCA US LLC commits to develop the Automotive Manufacturing Program (AMP) at Wayne County Community College

Continued Community Engagement

1) Community Benefits Compliance

a) The City has an enforcement committee that will meet for the duration of the time period identified in the Community Benefits Provision and will inform and include the NAC in this enforcement process

b) FCA US LLC will submit all site plans through the standard planning review process, which includes City of Detroit Planning and Development and Buildings, Safety Engineering and Environmental Department review
c) FCA US LLC commits to publishing its Environmental Protection Plans (EPP) and will make that report accessible and available to the public.
d) FCA US LLC will abide by and comply with all existing ordinances and federal, state and local laws, including the City's Community Benefits Ordinance

2) Small Business Support

a) FCA US LLC committed to hosting a minority supplier Matchmaking event in the impact area community within 90 days of the council approval
b) City committed to leveraging two existing small business programs (Motor City Match and Motor City Restore) to provide support to new and small business owners in the impact area. Residents can begin to take advantage of these programs immediately.
c) Specific focus be given to small business start-ups in the impact area.

Mitigate Construction Impacts of the Development by investing $7,100,000

1) Wall Construction

a) City commits to construct a wall along St. Jean Street as a sound barrier to FCA plant. Barrier will run from Warren Avenue to Kercheval Avenue.
b) Wall design would be approved by residents along Beniteau Street through a series of meetings to end in May 2019.
c) Height of wall-to be determined at the completion of sound study.
d) FCA US LLC to provide support on wall aesthetics by planting ivy and adding potential murals along portions of the barrier.

2) Stormwater Retention Pond

a) FCA US LLC commits to the construction, security and maintenance of a stormwater retention pond on Beniteau Street and Lillibridge Street between Vernor and Kercheval.
b) FCA US LLC will add fencing around the retention pond as a security measure to prevent any accidents.
c) FCA US LLC commits to improvements around plant (green buffer) and retention pond by adding natural sustainable landscaping and vegetation, low-impact grass, plantings and trees.

3) **Traffic mitigations**
    a) FCA US LLC approves truck routing and targets certain times for increased truck and vehicle operations to accommodate impact area schools and other non-industrial traffic demands.
    b) FCA US LLC commits to establishing a live person managed toll-free number for residents to report problems related to plant traffic.
    c) The City Department of Public Works will continue to work with the FCA US LLC truck routing and area residents to develop a plan for preferred neighborhood traffic calming measures.
    d) DPW will install preferred traffic calming to ensure trucks do not drive along residential streets. This includes: speed cushions, one-way street conversions, and posted signage.
    e) The St. Jean route of the Iron Belle Trail will be removed as part of this project. New routing of the Iron Belle Trail will be considered as part of the proposed Neighborhood Planning efforts.

Exhibit 1.01(5)
Due Diligence Access Agreements

CITY OF DETROIT
PLANNING AND DEVELOPMENT DEPARTMENT

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE SUITE 808
DETROIT, MICHIGAN 48226
(313) 224-1339 • TTY:711
(313) 224-1310
WWW.DETROITMI.GOV

March 13, 2019

FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, MI 48326

RE: Request for Right-of-Entry

Dear FCA US LLC:

You have requested a right-of-entry to the property identified on **Exhibit A** hereto (hereinafter, the "Sites") in order to conduct due diligence investigations and other work as set forth in the Scope(s) of Work contained in **Exhibit B.**

Please be advised that the City of Detroit grants permission to FCA US LLC ("FCA"), including its contractors, subcontractors, representatives, agents, and employees (each a "User") to enter the Sites for the sole purpose of conducting certain activities, within the confines of the Scope(s) of Work contained in **Exhibit B,** which may be modified from time to time by the mutual written consent of FCA and the City of Detroit (hereinafter collectively referred to as "the Parties.

This Right-of-Entry is subject in all respects to the following conditions:

1. Subject to satisfaction of the terms and conditions contained herein, this Right-of-Entry shall commence on March 18, 2019, and shall automatically terminate upon the completion of the work described herein, or, with respect to any given Site, upon the earlier of: (i) the transfer of the Site(s) to the DBRA; or (ii) the date upon which the FCA acquires the Site or terminates its right to acquire the Site, whichever occurs first.

2. FCA shall hold the City of Detroit harmless and shall defend and indemnify the City of Detroit from and against any and all damages, claims, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City of Detroit to the extent arising from and related to any User's use of the Sites and User's entry upon the Sites pursuant to the exercise of rights granted herein (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants, exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury), except to the extent caused by the intentional misconduct or negligence of the City of Detroit or any current tenant or occupant of the Property. All indemnity claims shall be made within two (2) years after the last date that User accessed the Site pursuant to this Right-of-Entry, unless such claim arises from an incident that was not properly reported to the City of Detroit pursuant to paragraph 11 of this Right-of-Entry

3. FCA shall maintain or shall cause its contractors, subcontractors, representatives, and/or agents to maintain, at their sole expense and at all times they may be upon any Site, during the time this Right-of-Entry is in effect, the following separate insurance policies:

- Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of $1,000,000.00 for each occurrence of bodily injury and property damage, and $2,000,000.00 in the aggregate, with the general aggregate limit applying per location.

- Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of $1,000,000.00 for each occurrence of bodily injury and property damage.

- Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of $500,000.00 for each disease, person, and accident.

- Contractor Pollution Liability Insurance with minimum limits of $1,000,000.00 per occurrence, and $2,000,000.00 in the aggregate.

Said insurance policies shall name the applicable User as the insured. The City of Detroit and the DBRA shall be named as an additional insured on the certificates of insurance, without limitation, for all preceding coverage, excluding workers' compensation and employers' liability insurance. To the extent available under insurance industry standards, each policy shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the City of Detroit. Certificates of Insurance evidencing such coverage and endorsements shall be submitted to the City of Detroit prior to the commencement of performance under this Right-of-Entry, and a commercially reasonable effort will be made to provide updated certificates prior to the expiration dates of expiring policies.

4. User shall not impair any part of the Sites, except as customarily incident to the activities described in **Exhibit B** and in accordance with all applicable laws. Until such time as FCA consummates or terminates its right to acquire any Site, User shall in any event be responsible for promptly repairing any physically unsafe conditions created at the Site, including but not limited to any trenching or ruts left by excavation activities, which trenching or ruts shall be promptly backfilled and graded. User shall further repair any damage caused to any other properties affected by the activities of User at the Site, and restore the properties affected by the activities of User at the Site to its/their original condition. If FCA terminates its right to acquire any Site, FCA shall repair or cause the User(s) to repair any damage caused by any activities of User to the Sites and restore the Sites to their original condition. Initial access to the Site shall be coordinated through Jill Bryant at (313) 628-0904.

5. User shall contact the Department of Public Works, City Engineering Division at (313) 224-3935 upon the discovery of any damage caused by User's activities to the curb, sidewalk, street, or any portion of the right of way and/or infrastructure in order to provide notice and obtain the proper City of Detroit permits for repair.

6. User will not bring any soils or other materials onto the Site, except in strict accordance with the Department of Public Works, City Engineering Division Standard Specifications for the above-referenced Site and only with prior written verification for compliance by the Buildings, Safety Engineering, and Environmental Department – Environmental Affairs of the User's fill material analytical data. User shall be responsible for the removal of any and all materials, tools and equipment brought onto the Site by User required for the authorized activities, and User shall assume the risk of loss or damage to any materials, tools and equipment.

7. User is entering upon and using the Site at its own risk, and User understands that this Right-of-Entry is being exercised on an "As Is" basis. For purposes of this Right-of-Entry only, the City of Detroit makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use. Nonetheless, the City of Detroit shall advise User of any latent defect of which the City of Detroit's signatory to this Right-of-Entry has actual present knowledge without any duty of independent inquiry.

8. The City of Detroit shall provide to FCA any and all drawings, surveys and the like that identify former buildings, structures, foundation and subsurface utilities or obstructions that are reasonably identifiable and available to the City of Detroit after a reasonable search. If no such materials are provided within ten (10) days following the date hereof, the City of Detroit shall be deemed not to have such materials in its possession. User shall otherwise utilize general utility locating services, but the Parties acknowledge and agree that these general services are not able to locate private utilities on property. User shall have the right, but not the obligation, to utilized private utility locating services. User shall remain responsible for repair or restoration of any subsurface utilities, public or private, damaged by User that materially affect the operation of the Site or the City of Detroit's infrastructure.

9. The City shall not hold FCA or any other User responsible for any pre-existing environmental contamination of the Site (the "Pre-Existing Environmental Contamination"), except to the extent that those conditions are exacerbated or otherwise impacted by the User.

10. User shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from User's activities on the Site pursuant to this Right-of-Entry.

11. User shall immediately notify the City's Buildings, Safety Engineering, and Environmental Department – Environmental Affairs at (313) 471-5115 upon the discovery of a suspected release of hazardous substances, hazardous materials, contaminants, or property damage as a result of User's activity at the Site pursuant to this Right-of-Entry.

12. FCA shall provide to the City of Detroit and DBRA, without charge, copies of any and all final work plans, reports, manifests, health and safety plans, and other environmental, analytical, or engineering documents relating in any way or arising out of its activities at the Site pursuant to this Right-of-Entry. All final reports shall be delivered to the City of Detroit and DBRA within three (3) business days of finalization. All analytical data received from any laboratory shall be provided to the City of Detroit and DBRA at the time of FCA's delivery of the final reports. The DBRA shall not have any right to rely on any environmental site assessments prepared on behalf of FCA, but FCA does not object to DBRA negotiating with FCA's consultants to obtain reliance rights with respect to any final reports containing data from sampling conducted pursuant to this Right-of-Entry. No representation is made or implied by FCA now or upon delivery concerning the accuracy or reliability of any documentation or reports or regarding any right to rely thereon.

    Upon the preparation of the documents, one hard copy and one electronic copy (to be provided on a compact disc) of each document shall be provided to:

    Paul T. Max, General Manager
    City of Detroit Buildings, Safety Engineering, and Environmental Department
    2 Woodward Avenue, Suite 401
    Detroit, Michigan 48226

    City of Detroit Brownfield Redevelopment Authority
    c/o Cleveland Dailey, Project Manager
    Detroit Economic Growth Corporation
    500 Griswold Street, Suite 2200
    Detroit, Michigan 48226

13. This instrument and the rights granted hereunder may not be assigned by User, except FCA may assign this instrument and the rights granted hereunder to an entity owned or controlled by FCA.

14. User shall prepare and adhere to a site-specific health and safety plan.

15. FCA shall be responsible for ensuring User's compliance with all applicable federal, state, and local laws, rules, regulations, and orders in conjunction with User's activities pursuant to this Right-of-Entry. User's violation of the applicable laws, rules, regulations, and orders; or breach of the terms contained within this document may be considered grounds for termination of the Right-of-Entry.

16. This instrument constitutes the entire Right-of-Entry agreement between the City of Detroit and FCA with respect to its subject matter. This agreement may not be modified, amended, changed, or altered in any respect unless done so in a writing acknowledged by both the City of Detroit and FCA.

17. No activities other than the activities authorized in **Exhibit B** may be performed on the Site pursuant to this Right-of-Entry.

This Right-of-Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of User and upon delivery of same to Mr. Paul Max of the Buildings, Safety Engineering, and Environmental Department, at the address listed above.

Sincerely,

Maurice D. Cox, Director
Detroit Planning & Development Department

FCA US LLC, by its duly authorized representative, hereby acknowledges receipt of the original copy of this letter, and agrees to be bound by the terms and conditions stated therein.

FCA US LLC,
A Delaware limited liability company

BY: Gretchen Sonego
(Signature)

PRINT NAME: Gretchen Sonego

ITS: Director - Treasury
(Duly Authorized Representative)

DATE 3-15-2019

TELEPHONE NUMBER: _____

EXHIBIT A

SITE ADDRESSES

"PARCEL 1"

1. 3827 ST JEAN
2. 3833 ST JEAN
3. 3839 ST JEAN
4. 3843 ST JEAN
5. 3851 ST JEAN*
6. 3857 ST JEAN
7. 3863 ST JEAN
8. 3867 ST JEAN
9. 3873 ST JEAN*
10. 3881 ST JEAN
11. 3887 ST JEAN
12. 3893 ST JEAN
13. 3899 ST JEAN
14. 3905 ST JEAN
15. 3911 ST JEAN
16. 3917 ST JEAN
17. 3923 ST JEAN
18. 3929 ST JEAN
19. 3935 ST JEAN
20. 3941 ST JEAN
21. 3947 ST JEAN
22. 3959 ST JEAN
23. 3963 ST JEAN*
24. 3973 ST JEAN
25. 3981 ST JEAN
26. 3987 ST JEAN
27. 3991 ST JEAN
28. 3997 ST JEAN
29. 4103 ST JEAN
30. 4109 ST JEAN
31. 4117 ST JEAN
32. 4121 ST JEAN
33. 4127 ST JEAN
34. 4135 ST JEAN
35. 4139 ST JEAN
36. 4145 ST JEAN
37. 4151 ST JEAN*
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39. 4163 ST JEAN
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44. 4193 ST JEAN
45. 4199 ST JEAN
46. 4403 ST JEAN
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48. 4415 ST JEAN
49. 4425 ST JEAN
50. 4431 ST JEAN*
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73. 4621 ST JEAN*
74. 4625 ST JEAN
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76. 4639 ST JEAN
77. 4645 ST JEAN
78. 4651 ST JEAN
79. 4657 ST JEAN
80. 4663 ST JEAN
81. 4669 ST JEAN
82. 4677 ST JEAN
83. 4679 ST JEAN
84. 4687 ST JEAN
85. 4697 ST JEAN

* This Right-of-Entry only effective upon any return transfer to the City of Detroit.

"PARCEL 8"

1. 11234 MACK
2. 11244 MACK
3. 11256 MACK
4. 11235 GOETHE
5. 11262 CHARLEVOIX
6. 2131 ST JEAN
7. 2139 ST JEAN
8. 2149 ST JEAN
9. 2155 ST JEAN
10. 2161 ST JEAN
11. 2167 ST JEAN
12. 2171 ST JEAN
13. 2179 ST JEAN
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16. 2197 ST JEAN
17. 2203 ST JEAN
18. 2209 ST JEAN
19. 2215 ST JEAN
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22. 2231 ST JEAN
23. 2239 ST JEAN
24. 2245 ST JEAN
25. 2251 ST JEAN
26. 2257 ST JEAN
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87. 3463 ST JEAN
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89. 3475 ST JEAN
90. 3481 ST JEAN
91. 3485 ST JEAN
92. 3493 ST JEAN
93. 3499 ST JEAN
94. 3505 ST JEAN
95. 3511 ST JEAN
96. 3517 ST JEAN
97. 3521 ST JEAN
98. 3527 ST JEAN
99. 3535 ST JEAN
100. 3539 ST JEAN
101. 3547 ST JEAN
102. 3551 ST JEAN
103. 3559 ST JEAN
104. 3563 ST JEAN
105. 3569 ST JEAN
106. 3575 ST JEAN
107. 3581 ST JEAN
108. 3589 ST JEAN
109. 3597 ST JEAN
110. 3063 ST JEAN

"PARCEL 8A"

1. 11201 KERCHEVAL
2. 11231 KERCHEVAL
3. 11131 KERCHEVAL
4. 2124 BENITEAU

"PARCEL 7A2"

1. 5066 ST JEAN

PARCEL 7C"

1. 11031 SHOEMAKER
2. 11081 SHOEMAKER

EXHIBIT B

SCOPE OF WORK

For Phase I/II Due Diligence Activities on all Parcels

The following is the Scope of Work that FCA, its contractors, subcontractors, representatives, agents and employees (each a "User"), is authorized to perform at the Site for Phase I/II due diligence activities on all parcels. User shall be responsible for ensuring compliance in all respects with the Scope of Work, and all applicable federal, state, and local laws, rules, regulations, and orders.

User is only authorized to undertake the following activities at each of the Sites:

1. mobilize necessary equipment and supplies to the Site;

2. contact MISS DIG to locate utility lines in the areas where subsurface work will be conducted;

3. conduct an on-site walk through inspection of the Site for visual evidence of potential environmental concerns;

4. perform non-invasive subsurface investigation of the Site using a ground penetrating radar subject to the written approval of the City of Detroit (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C** ("Scope of Work Site Map");

5. advance soil borings at the Site at the approximate locations identified on a site map provided by User to, and subject to the written approval of, the City of Detroit (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C**;

6. collect soil samples from each soil boring advanced at the Site;

7. if desired by User, install temporary monitoring wells in one or more of the soil borings advanced as part of this Right-of-Entry;

8. collect groundwater samples from monitoring wells installed at the Site;

9. excavate test pits at the approximate locations identified on a site map provided by User to, and subject to the written approval of, the City of Detroit (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C**;

10. containerize, remove and properly dispose all Investigation Derived Wastes (such as soil cuttings, decontamination water, etc.);

11. perform Site repair and restoration within the timeframes and to the extent required pursuant to this Right-of-Entry, including backfilling of all borings and wells using non-contaminated granular fills, compaction, grading, and capping with a like surface covering (*i.e.*, concrete, asphalt, soil, sod); and

12. demobilize equipment and supplies from the Site.

***

EXHIBIT C

SCOPE OF WORK SITE MAP

[Date]

FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, MI 48326

RE: Request for Right-of-Entry

Dear FCA US LLC:

You have requested a right-of-entry to the property identified on **Exhibit A** hereto (hereinafter, the "Sites") in order to conduct due diligence investigations and other work as set forth in the Scope(s) of Work contained in **Exhibit B**.

Please be advised that the Detroit Brownfield Redevelopment Authority ("DBRA") grants permission to FCA US LLC ("FCA"), including its contractors, subcontractors, representatives, agents, and employees (each a "User") to enter the Sites for the sole purpose of conducting certain activities, within the confines of the Scope(s) of Work contained in **Exhibit B,** which may be modified from time to time by the mutual written consent of FCA and the DBRA (hereinafter collectively referred to as "the Parties.

This Right-of-Entry is subject in all respects to the following conditions:

1. Subject to satisfaction of the terms and conditions contained herein, this Right-of- Entry shall commence on the date upon which the DBRA acquires the Site, and shall automatically terminate upon the completion of the work described herein, or, with respect to any given Site, upon the earlier of the date upon which the FCA acquires the Site or terminates its right to acquire the Site, whichever occurs first.

2. FCA shall hold the DBRA harmless and shall defend and indemnify the DBRA from and against any and all damages, claims, obligations, penalties, costs, charges, losses, demands, liabilities, and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the DBRA to the extent arising from and related to any User's use of the Sites and User's entry upon the Sites pursuant to the exercise of rights granted herein (including but not limited to, any release or threatened release of hazardous and non-hazardous substances, contaminants, exacerbation, evacuation, on-site and/or off-site property damage, or bodily injury), except to the extent caused by the intentional misconduct or negligence of the DBRA or any current tenant or occupant of the Property. All indemnity claims shall be made within two (2) years after the last date that User accessed the Site pursuant to this Right-of-Entry, unless such claim arises from an incident that was not properly reported to the DBRA pursuant to paragraph 11 of this Right-of-Entry

3. FCA shall maintain or shall cause its contractors, subcontractors, representatives, and/or agents to maintain, at their sole expense and at all times they may be upon any Site, during the time this Right-of-Entry is in effect, the following separate insurance policies:

    - Commercial General Liability Insurance (Broad Form Comprehensive) written on an occurrence-based coverage, with a minimum combined single limit of

$1,000,000.00 for each occurrence of bodily injury and property damage, and $2,000,000.00 in the aggregate, with the general aggregate limit applying per location.

- Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with Michigan No-Fault Coverage plus residual liability coverage with a minimum combined single limit of $1,000,000.00 for each occurrence of bodily injury and property damage.

- Worker's Compensation Insurance for employees which meets Michigan's Statutory minimum requirements and Employer's Liability Insurance with the minimum limits of $500,000.00 for each disease, person, and accident.

- Contractor Pollution Liability Insurance with minimum limits of $1,000,000.00 per occurrence, and $2,000,000.00 in the aggregate.

Said insurance policies shall name the applicable User as the insured. The DBRA and the DBRA shall be named as an additional insured on the certificates of insurance, without limitation, for all preceding coverage, excluding workers' compensation and employers' liability insurance. To the extent available under insurance industry standards, each policy shall be accompanied by a commitment from the insurer that such policies shall not be canceled, modified, or coverage reduced without at least thirty (30) days prior notice to the DBRA. Certificates of Insurance evidencing such coverage and endorsements shall be submitted to the DBRA prior to the commencement of performance under this Right-of-Entry, and a commercially reasonable effort will be made to provide updated certificates prior to the expiration dates of expiring policies.

4. User shall not impair any part of the Sites, except as customarily incident to the activities described in **Exhibit B** and in accordance with all applicable laws. Until such time as FCA consummates or terminates its right to acquire any Site, User shall in any event be responsible for promptly repairing any physically unsafe conditions created at the Site, including but not limited to any trenching or ruts left by excavation activities, which trenching or ruts shall be promptly backfilled and graded. User shall further repair any damage caused to any other properties affected by the activities of User at the Site, and restore the properties affected by the activities of User at the Site to its/their original condition. If FCA terminates its right to acquire any Site, FCA shall repair or cause the User(s) to repair any damage caused by any activities of User to the Sites and restore the Sites to their original condition. Initial access to the Site shall be coordinated through Cleveland Dailey at (313) 237-4605, or such other substitute individual who may be identified in writing by DBRA.

5. User shall contact the Department of Public Works, City Engineering Division at (313) 224-3935 upon the discovery of any damage caused by User's activities to the curb, sidewalk, street, or any portion of the right of way and/or infrastructure in order to provide notice and obtain the proper City of Detroit permits for repair.

6. User shall be responsible for the removal of any and all materials, tools and equipment brought onto the Site by User required for the authorized activities, and User shall assume the risk of loss or damage to any materials, tools and equipment.

7. User is entering upon and using the Site at its own risk, and User understands that this Right-of-Entry is being exercised on an "As Is" basis. For purposes of this Right-of-Entry only, the DBRA makes no representation or warranty as to the status of title or the physical or environmental condition of the Site, or its fitness for any particular use. Nonetheless, the DBRA shall advise User of any latent defect of which the DBRA's signatory to this Right-of-Entry has actual present knowledge without any duty of independent inquiry.

8. The DBRA shall provide to FCA any and all drawings, surveys and the like that identify former buildings, structures, foundation and subsurface utilities or obstructions that are reasonably identifiable and available to the DBRA after a reasonable search. If no such materials are provided within ten (10) days following the date hereof, the DBRA shall be deemed not to have such materials in its possession. User shall otherwise utilize general utility locating services, but the Parties acknowledge and agree that these general services are not able to locate private utilities on property. User shall have the right, but not the obligation, to utilized private utility locating services. User shall remain responsible for repair or restoration of any subsurface utilities, public or private, damaged by User that materially affect the operation of the Site or the City of Detroit's infrastructure.

9. The DBRA shall not hold FCA or any other User responsible for any pre-existing environmental contamination of the Site (the "Pre-Existing Environmental Contamination"), except to the extent that those conditions are exacerbated or otherwise impacted by the User.

10. User shall take all reasonable measures and precautions to mitigate any noise, vibrations, dust, and odors emanating from User's activities on the Site pursuant to this Right-of-Entry.

11. User shall immediately notify the DBRA upon the discovery of a suspected release of hazardous substances, hazardous materials, contaminants, or property damage as a result of User's activity at the Site pursuant to this Right-of-Entry.

12. FCA shall provide to the DBRA, without charge, copies of any and all final work plans, reports, manifests, health and safety plans, and other environmental, analytical, or engineering documents relating in any way or arising out of its activities at the Site pursuant to this Right-of-Entry. All final reports shall be delivered to the DBRA within three (3) business days of finalization. All analytical data received from any laboratory shall be provided to the DBRA at the time of FCA's delivery of the final reports. The DBRA shall not have any right to rely on any environmental site assessments prepared on behalf of FCA, but FCA does not object to the DBRA negotiating with FCA's consultants to obtain reliance rights with respect to any final reports containing data from sampling conducted pursuant to this Right-of-Entry. No representation is made or implied by FCA now or upon delivery concerning the accuracy or reliability of any documentation or reports or regarding any right to rely thereon.

Upon the preparation of the documents, one hard copy and one electronic copy (to be provided on a compact disc) of each document shall be provided to:

City of Detroit Brownfield Redevelopment Authority
c/o Cleveland Dailey, Project Manager
Detroit Economic Growth Corporation
500 Griswold Street, Suite 2200
Detroit, Michigan 48226

13. This instrument and the rights granted hereunder may not be assigned by User, except FCA may assign this instrument and the rights granted hereunder to an entity owned or controlled by FCA.

14. User shall prepare and adhere to a site-specific health and safety plan.

15. FCA shall be responsible for ensuring User's compliance with all applicable federal, state, and local laws, rules, regulations, and orders in conjunction with User's activities pursuant to this Right-of-Entry. User's violation of the applicable laws, rules, regulations, and orders; or breach of the terms contained within this document may be considered grounds for termination of the Right-of-Entry.

16. This instrument constitutes the entire Right-of-Entry agreement between the DBRA and FCA with respect to its subject matter. This agreement may not be modified, amended, changed, or altered in any respect unless done so in a writing acknowledged by both the DBRA and FCA.

17. No activities other than the activities authorized in **Exhibit B** may be performed on the Site pursuant to this Right-of-Entry.

This Right-of-Entry will be effective only upon execution of the acknowledgment and agreement noted herein by an authorized representative of User and upon delivery of same to Mr. Cleveland Dailey of the DBRA, at the address listed above.

Sincerely,

_____

Name: _____
Title: Authorized Agent

_____

Name: _____
Title: Authorized Agent

Approved as to form:

_____
Rebecca A. Navin, Esq.

FCA US LLC, by its duly authorized representative, hereby acknowledges receipt of the original copy of this letter, and agrees to be bound by the terms and conditions stated therein.

FCA US LLC,
A Delaware limited liability company

BY: _____
(Signature)

PRINT NAME: _____

ITS: _____
(Duly Authorized Representative)

DATE _____

TELEPHONE NUMBER: _____

EXHIBIT A

SITE ADDRESSES

"PARCEL 1"

1. 3827 ST JEAN
2. 3833 ST JEAN
3. 3839 ST JEAN
4. 3843 ST JEAN
5. 3851 ST JEAN
6. 3857 ST JEAN
7. 3863 ST JEAN
8. 3867 ST JEAN
9. 3873 ST JEAN
10. 3881 ST JEAN
11. 3887 ST JEAN
12. 3893 ST JEAN
13. 3899 ST JEAN
14. 3905 ST JEAN
15. 3911 ST JEAN
16. 3917 ST JEAN
17. 3923 ST JEAN
18. 3929 ST JEAN
19. 3935 ST JEAN
20. 3941 ST JEAN
21. 3947 ST JEAN
22. 3959 ST JEAN
23. 3963 ST JEAN
24. 3973 ST JEAN
25. 3981 ST JEAN
26. 3987 ST JEAN
27. 3991 ST JEAN
28. 3997 ST JEAN
29. 4103 ST JEAN
30. 4109 ST JEAN
31. 4117 ST JEAN
32. 4121 ST JEAN
33. 4127 ST JEAN
34. 4135 ST JEAN
35. 4139 ST JEAN
36. 4145 ST JEAN
37. 4151 ST JEAN
38. 4157 ST JEAN
39. 4163 ST JEAN
40. 4169 ST JEAN
41. 4177 ST JEAN
42. 4183 ST JEAN
43. 4189 ST JEAN
44. 4193 ST JEAN
45. 4199 ST JEAN
46. 4403 ST JEAN
47. 4413 ST JEAN
48. 4415 ST JEAN
49. 4425 ST JEAN
50. 4431 ST JEAN
51. 4437 ST JEAN
52. 4441 ST JEAN
53. 4447 ST JEAN
54. 4455 ST JEAN
55. 4461 ST JEAN
56. 4467 ST JEAN
57. 4471 ST JEAN
58. 4479 ST JEAN
59. 4485 ST JEAN
60. 4491 ST JEAN
61. 4497 ST JEAN
62. 4503 ST JEAN
63. 4509 ST JEAN
64. 4513 ST JEAN
65. 4519 ST JEAN
66. 4527 ST JEAN
67. 4533 ST JEAN
68. 4543 ST JEAN
69. 4555 ST JEAN
70. 4561 ST JEAN
71. 4607 ST JEAN
72. 4613 ST JEAN
73. 4621 ST JEAN
74. 4625 ST JEAN
75. 4631 ST JEAN
76. 4639 ST JEAN
77. 4645 ST JEAN
78. 4651 ST JEAN
79. 4657 ST JEAN
80. 4663 ST JEAN
81. 4669 ST JEAN
82. 4677 ST JEAN
83. 4679 ST JEAN
84. 4687 ST JEAN
85. 4697 ST JEAN

"PARCEL 1A"

1. 4711 ST JEAN
2. 11250 E WARREN
3. 11244 E WARREN
4. 11238 E WARREN
5. 11232 E WARREN

"PARCEL 8"

1. 11234 MACK
2. 11244 MACK
3. 11256 MACK
4. 11235 GOETHE
5. 11262 CHARLEVOIX
6. 2131 ST JEAN
7. 2139 ST JEAN
8. 2149 ST JEAN
9. 2155 ST JEAN
10. 2161 ST JEAN
11. 2167 ST JEAN
12. 2171 ST JEAN
13. 2179 ST JEAN
14. 2185 ST JEAN
15. 2191 ST JEAN
16. 2197 ST JEAN
17. 2203 ST JEAN
18. 2209 ST JEAN
19. 2215 ST JEAN
20. 2221 ST JEAN
21. 2225 ST JEAN
22. 2231 ST JEAN
23. 2239 ST JEAN
24. 2245 ST JEAN
25. 2251 ST JEAN
26. 2257 ST JEAN
27. 2505 ST JEAN
28. 2511 ST JEAN
29. 2515 ST JEAN
30. 2521 ST JEAN
31. 2527 ST JEAN
32. 2533 ST JEAN
33. 2539 ST JEAN
34. 2545 ST JEAN
35. 2551 ST JEAN
36. 2557 ST JEAN
37. 2563 ST JEAN
38. 2567 ST JEAN
39. 2573 ST JEAN
40. 2581 ST JEAN
41. 2587 ST JEAN
42. 2591 ST JEAN
43. 2597 ST JEAN
44. 2605 ST JEAN
45. 2611 ST JEAN
46. 2617 ST JEAN
47. 2623 ST JEAN
48. 2629 ST JEAN
49. 2635 ST JEAN
50. 2641 ST JEAN
51. 2647 ST JEAN
52. 2653 ST JEAN
53. 2657 ST JEAN
54. 2665 ST JEAN
55. 2905 ST JEAN
56. 2923 ST JEAN
57. 2929 ST JEAN
58. 2935 ST JEAN
59. 2941 ST JEAN
60. 2947 ST JEAN
61. 2951 ST JEAN
62. 2965 ST JEAN
63. 2969 ST JEAN
64. 2977 ST JEAN
65. 2983 ST JEAN
66. 2989 ST JEAN
67. 2995 ST JEAN
68. 3001 ST JEAN
69. 3007 ST JEAN
70. 3013 ST JEAN
71. 3021 ST JEAN
72. 3025 ST JEAN
73. 3033 ST JEAN
74. 3039 ST JEAN
75. 3043 ST JEAN
76. 3049 ST JEAN
77. 3057 ST JEAN
78. 3407 ST JEAN
79. 3413 ST JEAN
80. 3421 ST JEAN
81. 3427 ST JEAN
82. 3433 ST JEAN
83. 3439 ST JEAN
84. 3445 ST JEAN
85. 3451 ST JEAN
86. 3457 ST JEAN
87. 3463 ST JEAN
88. 3469 ST JEAN
89. 3475 ST JEAN
90. 3481 ST JEAN
91. 3485 ST JEAN
92. 3493 ST JEAN
93. 3499 ST JEAN
94. 3505 ST JEAN
95. 3511 ST JEAN
96. 3517 ST JEAN
97. 3521 ST JEAN
98. 3527 ST JEAN
99. 3535 ST JEAN
100. 3539 ST JEAN
101. 3547 ST JEAN
102. 3551 ST JEAN
103. 3559 ST JEAN
104. 3563 ST JEAN
105. 3569 ST JEAN
106. 3575 ST JEAN
107. 3581 ST JEAN
108. 3589 ST JEAN
109. 3597 ST JEAN
110. 3063 ST JEAN

"PARCEL 8A"

1. 2154 BENITEAU
2. 2196 BENITEAU
3. 2142 BENITEAU
4. 11224 E VERNOR
5. 2180 BENITEAU
6. 11214 E VERNOR
7. 2246 BENITEAU
8. 11131 KERCHEVAL
9. 2214 BENITEAU
10. 2204 BENITEAU
11. 2222 BENITEAU
12. 2130 BENITEAU
13. 2256 BENITEAU
14. 2192 BENITEAU
15. 2174 BENITEAU
16. 2208 BENITEAU
17. 2232 BENITEAU
18. 2226 BENITEAU
19. 2160 BENITEAU
20. 2136 BENITEAU
21. 2238 BENITEAU
22. 2186 BENITEAU
23. 2250 BENITEAU
24. 2166 BENITEAU
25. 2148 BENITEAU

"PARCEL 8B"

1. 11213 CHARLEVOIX
2. 3002 BENITEAU
3. 2920 BENITEAU
4. 2966 BENITEAU
5. 3020 BENITEAU
6. 2934 BENITEAU
7. 3026 BENITEAU
8. 11223 CHARLEVOIX
9. 11203 CHARLEVOIX
10. 2952 BENITEAU
11. 2908 BENITEAU
12. 3008 BENITEAU
13. 3050 BENITEAU
14. 2958 BENITEAU
15. 11217 CHARLEVOIX
16. 3034 BENITEAU
17. 2946 BENITEAU
18. 2916 BENITEAU
19. 3014 BENITEAU
20. 11209 CHARLEVOIX
21. 3044 BENITEAU
22. 3060 BENITEAU
23. 2978 BENITEAU
24. 2990 BENITEAU
25. 2998 BENITEAU
26. 2986 BENITEAU
27. 3040 BENITEAUD
28. 2940 BENITEAU
29. 3058 BENITEAU

"PARCEL 7A2"

1. 5066 ST JEAN

PARCEL 7C"

1. 11031 SHOEMAKER
2. 11081 SHOEMAKER

EXHIBIT B

SCOPE OF WORK

For Phase I/II Due Diligence Activities on all Parcels

The following is the Scope of Work that FCA, its contractors, subcontractors, representatives, agents and employees (each a "User"), is authorized to perform at the Site for Phase I/II due diligence activities on all parcels. User shall be responsible for ensuring compliance in all respects with the Scope of Work, and all applicable federal, state, and local laws, rules, regulations, and orders.

User is only authorized to undertake the following activities at each of the Sites:

1. mobilize necessary equipment and supplies to the Site;

2. contact MISS DIG to locate utility lines in the areas where subsurface work will be conducted;

3. conduct an on-site walk through inspection of the Site for visual evidence of potential environmental concerns;

4. perform non-invasive subsurface investigation of the Site using a ground penetrating radar subject to the written approval of the DBRA (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C** ("Scope of Work Site Map");

5. advance soil borings at the Site at the approximate locations identified on a site map provided by User to, and subject to the written approval of, the DBRA (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C**;

6. collect soil samples from each soil boring advanced at the Site;

7. if desired by User, install temporary monitoring wells in one or more of the soil borings advanced as part of this Right-of-Entry;

8. collect groundwater samples from monitoring wells installed at the Site;

9. excavate test pits at the approximate locations identified on a site map provided by User to, and subject to the written approval of, the DBRA (which approval shall not be unreasonably withheld, conditioned or delayed) at least five (5) days prior to any scheduled activities, which upon approval shall be attached to this document as **Exhibit C**;

10. containerize, remove and properly dispose all Investigation Derived Wastes (such as soil cuttings, decontamination water, etc.);

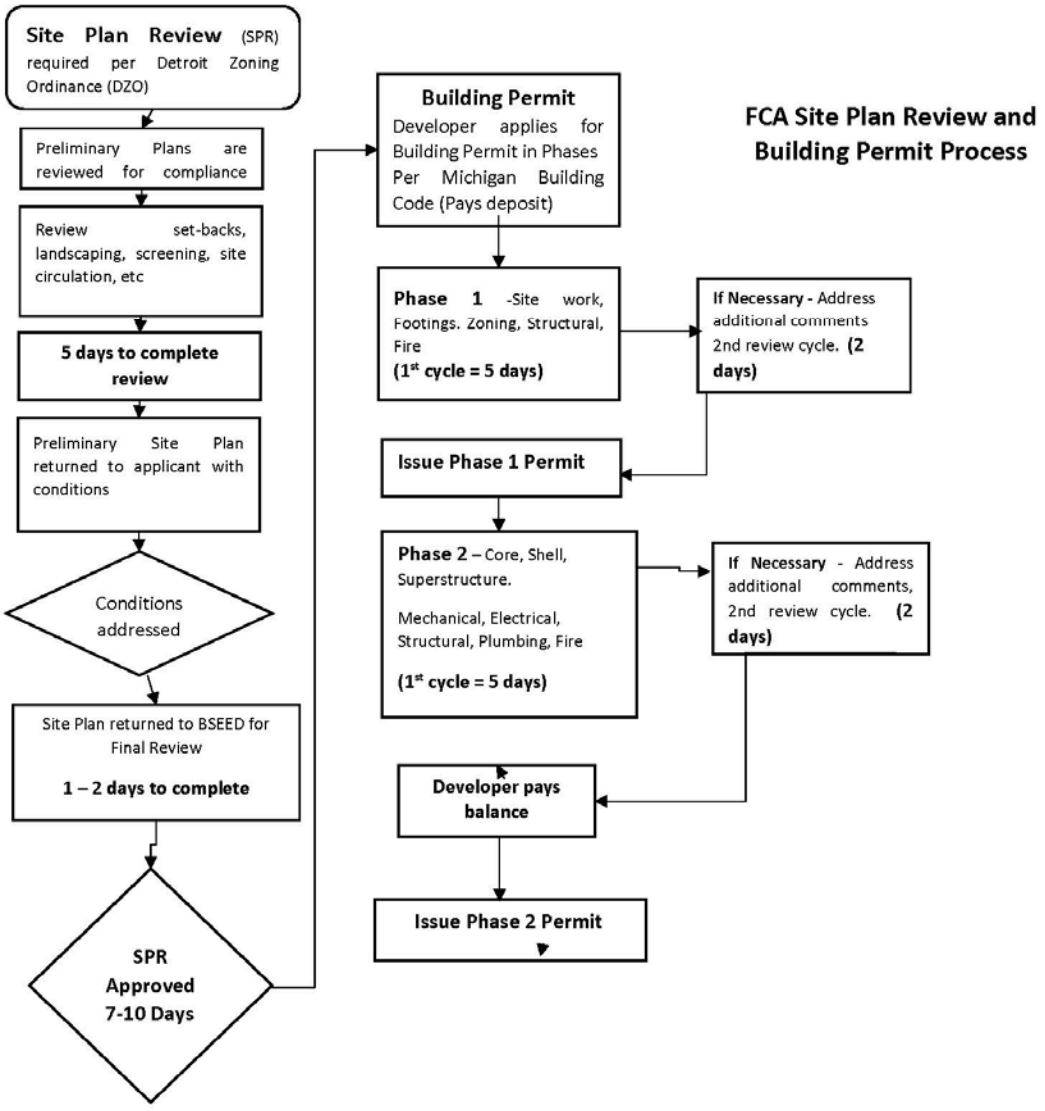
11. perform Site repair and restoration within the timeframes and to the extent required pursuant to this Right-of-Entry, including backfilling of all borings and wells using non-contaminated granular fills, compaction, grading, and capping with a like surface covering (*i.e.*, concrete, asphalt, soil, sod); and
12. demobilize equipment and supplies from the Site.

***

EXHIBIT C

SCOPE OF WORK SITE MAP

Exhibit 1.01(6)
Expedited Approvals Process



1. Single Point of Contact and team of Plan Reviewer's dedicated exclusively to Project
2. 2 Plan Review Cycles Assumed
3. Mechanical, electrical and plumbing trade permits pulled separately.

Exhibit 1.01(7)
Interim Parcel Lease

LEASE

[Third Party Owned Parcel]

[Insert property address]

LANDLORD:
[_____]

TENANT:
FCA US LLC

LEASE

[Insert Address of Premises]

This Lease is made between Landlord and Tenant hereinafter identified in Article 1 hereof, respectively, and constitutes a Lease between the parties of the "Premises" as defined in Section 2.1 hereof, on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth.

W I T N E S S E T H :

1. **Basic Lease Provisions.**

The following are certain basic lease provisions, which are part of, and in certain instances referred to in subsequent provisions of, this Lease:

(a) Lease Date: _____, 20__ (the date on which this Lease is executed and delivered by Landlord and Tenant)

(b) Landlord: _____, a _____

(c) Tenant: **FCA US LLC**, a Delaware limited liability company

(d) Premises: The Real Property and Appurtenant Improvements (as such terms are defined in Section 2.1 hereof)

(e) Expiration Date: The date which is _____ (____) years after the Lease Date, unless earlier terminated [or extended], as hereinafter provided

(f) Base Rent: The monthly base rent during the Term (as defined in Section 3.1 below) shall be _____ and __/100 Dollars ($_____.__):

(g) Tenant's Use: _____ and all uses incidental thereto and any other lawful uses

(h) Tenant's Address for Notices:

FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, Michigan 48326
Attn: Manager, Corporate Real Estate

With a Copy to: FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, Michigan 48326
Attention: Counsel, Real Estate
Office of the General Counsel

(i) Landlord's Address for Notices:

_____
_____
_____
Attn: _____

(j) Lease Year: Each consecutive period of twelve months during the Term commencing on the Lease Date

2. **Premises.**

2.1 Landlord represents and warrants to Tenant that, as of the Lease Date, Landlord is the fee owner of certain land more particularly described on Exhibit A hereto and any improvements now constructed thereon commonly known as _____ (the "Real Property"), together with all appurtenant improvements and facilities located on the Real Property, including, if applicable, all beneficial easements, driveways, sidewalks, parking, and landscaped areas, (collectively the "Appurtenant Improvements"; said Real Property and Appurtenant Improvements being hereinafter collectively referred to as the "Premises").

2.2 In consideration of the mutual promises, covenants and agreements herein contained, the adequacy of which is acknowledged by both parties, and in further consideration of the rent and other charges to be paid and the covenants to be performed by Tenant, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises.

3. **Lease Term; Renewal Rights; Termination Upon Conveyance.**

3.1 The [initial] term of this Lease (herein referred to as the "[Initial] Term") shall commence on the "Lease Date" (as defined in Article 1 hereof) and, unless sooner terminated [or extended], as hereinafter provided, shall end on the "Expiration Date" (as defined in Article 1 hereof). [The Initial Term, as it may be extended by the "Extension Terms" (as hereinafter defined), is herein called the "Term."]

3.2 (a) Provided there shall not, at the time of Tenant's notice to Landlord hereunder, be an "Event of Default" (as hereinafter defined) by Tenant under the terms of this Lease, Tenant shall have the right to extend the Initial Term for _____ (_) additional periods of _____ (_) years each (each an "Extension Term" and, collectively, the "Extension Terms"), upon all of the terms and conditions herein provided, except that Base Rent shall be the then-prevailing fair market rent for the Premises, as determined pursuant to Section 3.2(b) hereof. Tenant shall exercise such right, if at all, by written notice to Landlord at least one hundred eighty (180) days prior to the expiration of the then current term.

(b) In the event Tenant shall exercise its right to so extend the Term of this Lease in accordance with paragraph (a) above, the Base Rent for each such Extension Term shall be the then-prevailing fair market rent for comparable premises in the Detroit, Michigan area, determined in accordance with this paragraph.

(i) Within ten (10) business days after the date of Tenant's notice to extend the Term of this Lease, Landlord shall submit to Tenant Landlord's determination of the Base Rent for the Premises for the subject Extension Term. If Tenant does not notify Landlord of its acceptance of such Base Rent as so determined by Landlord within ten (10) business days after receipt thereof, then the parties shall proceed as provided in paragraph (ii) below.

(ii) Within five (5) business days after said ten (10) business day period, Landlord and Tenant shall each simultaneously submit to the other in a sealed envelope its suggested annual Base Rent for such Extension Term, which rental shall be Landlord's and Tenant's respective good faith opinions as

to the then prevailing fair market rent for the Premises. Landlord and Tenant shall negotiate in good faith to agree upon the amount of Base Rent for such Extension Term, and if Landlord and Tenant are unable to agree within five (5) business days, the determination of the Base Rent shall be made in accordance with paragraph (iii) below.

(iii) Within five (5) business days after the expiration of the five (5) business day period referred to in paragraph (ii) above, Landlord and Tenant shall mutually select an MAI appraiser with experience in real estate leasing, including at least five (5) years' of current experience in appraising property for Tenant's Use in the Detroit, Michigan area. If the parties cannot agree on such an appraiser, then within five (5) business days thereafter, each shall select an independent MAI appraiser meeting the aforementioned criteria and within five (5) business days thereafter, the two appointed appraisers shall select a third neutral appraiser meeting the aforementioned criteria and the third appraiser shall determine the Base Rent for such Extension Term in accordance with paragraph (iv) below. If either Landlord or Tenant shall fail to make such appointment within said five (5) business day period, the other shall make such appointment on its behalf.

(iv) Once the appraiser or third neutral appraiser has been selected as provided in paragraph (iii) above, each of Landlord and Tenant shall submit to such appraiser its suggested Base Rent as submitted to the other party pursuant to paragraph (ii) above. As soon thereafter as practical, but in no event more than forty-five (45) days after such selection, the appraiser shall select one of the two suggested Base Rents submitted by Landlord and Tenant that is closer to the one determined by the third appraiser and provide written notice of same to Landlord and Tenant. The Base Rent so selected by the appraiser shall be binding on Landlord and Tenant. Landlord and Tenant shall equally share the cost of such appraisal.

3.3 Tenant, the City of Detroit Brownfield Development Authority ("DBRA") and the City of Detroit ("City") are parties to that certain Agreement for Development of Mack Assembly Plant dated [_____], 2019 (the "Development Agreement"). Notwithstanding anything to the contrary in this Lease, this Lease shall automatically terminate upon the conveyance by DBRA or the City, as the case may be, to Tenant of a certain parcel of land in accordance with the Development Agreement. Tenant will provide written notice to Landlord that such convenyance has occurred. Landlord agrees to execute documentation reasonably requested by Tenant to evidence such termination.

4. **Rent.**

4.1 Commencing on the Lease Date, as defined in Article 1 hereof, Tenant shall pay to Landlord as rental for the Premises the "Base Rent" set forth in Article 1 hereof, which shall be payable in equal monthly installments in advance, together with the Additional Rent (as defined below) provided for in Section 4.3 hereof.

4.2 As used herein, the term "Additional Rent" shall mean all sums due Landlord from Tenant under this Lease other than Base Rent.

4.3 Base Rent and Additional Rent (sometimes herein collectively called "Rent") shall, except as otherwise provided in this Lease, be paid to Landlord on or before the first day of each and every succeeding calendar month in advance during the Term. In the event the Lease Date is other than the first day of a calendar month, or the Expiration Date is other than the last day of the calendar month, then the Rent for the month in which the Lease Date occurs and last fractional month of the Term shall be appropriately prorated on a per diem basis.

4.4 Except as otherwise expressly provided in this Lease, the Base Rent and the Additional Rent shall be paid to Landlord without notice or demand and without deduction or offset, in lawful money

of the United States of America at Landlord's address for notices hereunder or to such other person or at such other place as Landlord may from time to time designate in writing.

5. **Taxes.**

5.1 Payment. Landlord represents and warrants to Tenant that a separate tax parcel has been assigned to the Premises [or Landlord shall cause a separate tax parcel to be assigned to the Premises within __ days after the Lease Date]. Tenant agrees to pay all real property taxes and assessments, general and special for the Premises (but not including any estate, inheritance, gift, net worth, gross receipts, intangibles, franchise or federal or state income tax of general application levied upon Landlord or the Premises), all water rates, and all other governmental property tax impositions related to the privilege of renting the Premises which may be levied upon or shall otherwise accrue against the Premises or any part thereof, or upon any buildings or improvements at any time situated thereon, during the Term of this Lease (collectively, "Taxes"). Tenant shall pay the Taxes directly to the applicable taxing authority before any penalties are imposed. Tenant shall also be responsible for and pay before penalties are imposed all municipal, county, and state taxes assessed, levied or imposed during or attributable to the Term and all extensions thereof, upon the leasehold interest and any furniture, fixtures, machinery, equipment, apparatus, systems and all other personal property of any kind whatsoever owned by Tenant and located at or placed in the Premises. Notwithstanding the foregoing, (a) Taxes during the years in which the Lease Date and Expiration Date occur shall be prorated between Landlord and Tenant as of the Lease Date or the Expiration Date, as the case may be, on a due date basis, and (b) any special assessments shall be treated as though paid in installments over the longest period permitted by the taxing authority, and only those installments which would be payable during any Lease Year of the Term shall be paid for by Tenant. All of such taxes, assessments, water rates, drainage and sewer charges, and other impositions and such taxes as shall be levied on its personal property shall be paid by Tenant before they shall become delinquent. In the event that during the Term of this Lease (i) the real property taxes levied or assessed against the Premises shall be reduced or eliminated, whether the cause thereof is a judicial determination of unconstitutionality, a change in the nature of the taxes imposed, or otherwise, and (ii) there is levied, assessed or otherwise imposed, in substitution for all or part of the tax thus reduced or eliminated, a tax (hereinafter called the "Substitute Tax") which imposes a burden upon Landlord by reason of its ownership of the Premises or its demise of the Premises to Tenant, then to the extent of such burden the Substitute Tax shall be deemed a real property tax for purposes of this paragraph. Tenant shall have the right by appropriate proceedings and with due diligence and dispatch to contest in good faith and at Tenant's own expense the validity or amount of any such taxes, provided that no such contesting shall encumber or impair the Landlord's interest in the Premises or subject Landlord to liability. Upon the final determination of such contest by Tenant, Tenant shall immediately pay and satisfy the amount found to be due, together with any costs, penalties and interest. In the event that any payment by way of security is required as a condition precedent to the prosecution of any such proceedings, Tenant shall pay any such amount in the manner required.

6. **Tenant's Use; Compliance.**

6.1 Tenant shall occupy and use the Premises only for the purposes of "Tenant's Use" as set forth in Article 1 hereof. Tenant may use all Appurtenant Improvements only for their intended purposes.

6.2 Subject to Landlord's representations set forth in Article 28 hereof, and except as otherwise set forth in Section 6.4 below, Tenant shall, at its expense, operate its business on the Premises and maintain the Premises in compliance with all Laws now or subsequently pertaining to Tenant's particular use of the Premises; provided, however, Tenant shall in no event be responsible for any violations of Laws existing on the Lease Date, which shall be cured by Landlord at its sole cost and expense. As used herein, the term "Laws" shall mean all applicable laws, ordinances, rules, orders, regulations, guidelines and other requirements of federal, state or local governmental authorities; provided, however, the provisions of

Article 28 below shall govern the obligations of Landlord and Tenant with respect to "Environmental Laws" (as therein defined).

6.3 Tenant agrees not to do anything or fail to do anything which will prevent Landlord from procuring, or directly increase the costs of Landlord's Commercial General Liability Insurance. (Section 11.1). If any breach of the preceding sentence by Tenant causes the rate of Landlord's insurance to be increased, Tenant shall pay the amount of such increase as additional rent within 30 days after being billed.

6.4 Notwithstanding the foregoing, if any alterations or improvements of a capital nature under generally accepted accounting principles consistently applied ("GAAP") are required to be made to the Premises by reason of any change in Laws occurring after the Lease Date (each a "Capital Improvement" and, collectively, "Capital Improvements"), then Landlord shall be responsible to make such Capital Improvements, and Tenant shall have no obligation to make or pay for such Capital Improvements.

7. **Utilities.**

Tenant agrees to pay all charges made against the Premises for all utilities during the continuance of this Lease as the same shall become due. Tenant shall obtain service in its own name and pay all charges directly to the applicable utility providers. Tenant, at its sole cost and expense, shall have the right to introduce into the Premises such utilities as Tenant might require and Tenant shall pay the cost of such utilities directly to the applicable utility companies.

8. **Maintenance and Repairs; Alterations; Surrender; Waiver.**

8.1 Landlord's Obligations. Landlord shall, at its sole cost and expense, maintain in good condition and repair (including repairs and replacements, as reasonably necessary) any underground utilities serving the Premises. Landlord shall also be responsible, at its sole cost and expense, for any repairs or replacements to the Premises that are of a capital nature under GAAP (collectively referred to herein as "Capital Replacements"), and Tenant shall have no obligation to pay for any Capital Replacements made by Landlord. If Tenant becomes aware of any condition that is Landlord's responsibility to repair pursuant to this Lease, Tenant shall promptly notify Landlord of the condition. Landlord shall indemnify and hold Tenant harmless from and against and all liability or damages made or caused on account of the lack of any "backflow" prevention devices in the storm and sanitary sewer lines servicing the Premises as may be required by law. All repairs and replacements made by or on behalf of Landlord shall be made and performed in accordance with all applicable Laws.

8.2 Tenant's Obligations. Except as shall be the obligation of Landlord under this Lease (including, without limitation, pursuant to Section 8.1, Article 10, and Article 11 hereof) or as may be necessary due to the negligence or willful misconduct of Landlord, its employees, agents, licensees, invitees and contractors, Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in at least the condition and repair existing on the Lease Date (as such condition may be altered by any "Alterations," as hereinafter defined), ordinary wear and tear excepted. All repairs made by or on behalf of Tenant shall be made and performed in accordance with all applicable Laws.

8.3 Alterations. Except as shall be the obligation of Landlord under the terms and conditions of this Lease, Landlord shall in no event make any alterations, improvements or additions to the Premises during the Term of this Lease without the prior written consent of Tenant (which consent shall be in Tenant's sole discretion). Tenant, at Tenant's sole cost and expense, may make such alterations, improvements and/or additions related to Tenant's Use in, on or about the Premises as Tenant desires (collectively, the "Alterations"). Tenant shall provide Landlord with prior notice of any such Alterations and copies of all plans, specifications and any necessary permits with respect thereto. Any construction

work done by Tenant pursuant to this Section 8.3 shall be done in accordance with all applicable Laws and in a good and workmanlike manner. Landlord shall cooperate at no out of pocket cost to Landlord in securing any necessary permits and approvals with respect to the Alterations. All Alterations which may be made on the Premises shall, at the expiration or termination of the Term, become the property of Landlord and remain upon and be surrendered with the Premises. Notwithstanding the provisions of this Section, Tenant's "Removable Property" (as defined in Section 8.4 below) (whether or not affixed to the Premises) which can be removed without material damage to the Premises, shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 8.4 hereof.

8.4 Surrender. On the Expiration Date or on any sooner termination of this Lease, Tenant shall surrender the Premises to Landlord in at least the condition existing on the Lease Date, (as such condition may be altered by any Alterations), ordinary wear and tear, damage by casualty and condemnation, and repairs which are the obligation of Landlord excepted. On the Expiration Date or within thirty (30) days thereafter, Landlord and Tenant (together with any professional inspector(s) retained by either party) shall conduct a walk-through inspection of the Premises and shall complete (or cause to be completed) an inspection report to establish the condition of the Premises on the Expiration Date. Unless Landlord notifies Tenant that the Premises are not in the condition required by this Section 8.4 (including a detailed description thereof) within thirty (30) days after the Expiration Date, Landlord shall be deemed to have approved the condition of the Premises. If either party elects to retain a professional inspector, any fees or costs charged by such inspector shall be paid by the party which retained such inspector. Notwithstanding the foregoing, Tenant shall have the right, but not the obligation, to remove, prior to the expiration or earlier termination of the Term of this Lease, any movable furnishings, equipment, trade fixtures, and the like ("Removable Property"). interest in such Removable Property.

8.5 Waiver. Landlord hereby expressly waives any statutory and/or common law liens which Landlord may have on Tenant's Removable Property and shall execute any further documentation of such lien waiver as may be reasonably requested by Tenant.

9. **Liens.**

Tenant shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use in the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises. If any mechanic's or other lien or any notice of intention to file a lien shall be filed or delivered with respect to the Premises, based upon any act of Tenant or of anyone claiming through Tenant, or based upon work performed or materials allegedly supplied for Tenant, Tenant shall cause the same to be canceled and discharged of record or bonded over within thirty (30) days after the filing or delivery thereof. If Tenant has not so canceled or bonded over such lien within thirty (30) days as required herein, Landlord may pay such amount, and the amount so paid, together with interest thereon from the date of payment and all reasonable legal costs and charges, including attorneys' fees, actually incurred by Landlord in connection with said payment and cancellation of the lien or notice of intent shall be Additional Rent hereunder and shall be payable within thirty (30) days after Tenant receives notice from Landlord as to such obligation (accompanied by reasonable supporting documentation).

10. **Eminent Domain.**

10.1 Substantial Taking. If all or a substantial part of the Premises are taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and the taking would prevent or materially interfere with Tenant's normal use of the Premises, then Tenant may terminate this Lease upon notice to Landlord within ninety (90) days of the taking, and the Rent shall be abated during the unexpired portion of the Term effective on the date physical possession is taken by the condemning authority.

10.2 Partial Taking. In the event a portion of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by purchase in lieu thereof, and this Lease is not terminated as provided in Section 10.1 above, all of the terms of this Lease shall continue in full operative force and effect, except that the Base Rent during the unexpired portion of the Term shall be reduced in proportion to the value of the Premises taken, and Landlord shall, at Landlord's sole cost and expense, restore and reconstruct the improvements at the Premises to the extent necessary to make it reasonably tenantable for Tenant's intended purposes.

10.3 Tenant's Claim. In the event of any total, substantial or partial takings described in Sections 10.1 and 10.2, all damages or awards awarded for such taking under the power of eminent domain, whether for the whole or a part of the Premises, will belong to and be the property of Landlord, except that Tenant shall have the right to make a separate claim with the condemning authority for, and to receive therefor (and shall be entitled to any portion of Landlord's award relating to), (a) any moving expenses incurred by Tenant as a result of such condemnation; (b) any costs incurred or paid by Tenant in connection with any Alterations made and paid for by Tenant to the Premises, (c) the value of any of Tenant's personal property taken; (d) Tenant's loss of business income; and (e) any other separate claim which Tenant may hereafter be permitted to make under applicable Law.

11. **Insurance.**

11.1 Landlord's Insurance Obligations.

(a) Landlord shall, at all times during the Term, maintain in full force and effect or cause to be maintained in full force and effect on an occurrence basis the following insurance meeting the requirements of Section 11.3 below in at least the following amounts (collectively, "Landlord's Insurance"): (i) Commercial General Liability Insurance with respect to Landlord's operation, management, maintenance and ownership of the Premises for bodily injury, death, property damage of others; and including contractual liability, independent contractors, broad form property damage for combined single limit not less than Five Million Dollars ($5,000,000), which shall name Tenant as an additional insured; (ii) Property Insurance written on Special Form (formerly known as All Risk) or equivalent insurance upon the Real Property and the Appurtenant Improvements in an amount equal to the full replacement cost value, without depreciation, which the parties hereby is agree is deemed to be $_____; (iii) Comprehensive Automobile Liability insurance, including Hired, Owned or Non-Owned vehicles (including vehicles provided by Tenant) and contractual liability, with bodily injury, death and property damage minimum limits of Five Million Dollars ($5,000,000) per accident, which shall name Tenant as an additional insured, and (iv) Worker's Compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Landlord and Employer's Liability with minimum limits of at least One Million Dollars ($1,000,000.00).

11.2 Tenant's Insurance Obligations. Tenant shall, during the Term, maintain in full force and effect or cause to be maintained in full force and effect: (i) policies of Commercial General Liability Insurance (including bodily injury, death, property damage, independent contractors, contractual liability and broad form property damage coverage), with a combined single limit amount of not less than Two Million Dollars ($2,000,000) annual aggregate; (ii) Property Insurance written on Special Form (formerly known as All Risk) or equivalent insurance upon Tenant's Removable Property, Alterations and inventory; and (iii) Workers' Compensation and Employer's Liability insurance that shall provide for the statutory workers' compensation benefits and employer's liability limits of not less than One Million Dollars ($1,000,000). Tenant shall include Landlord as Loss Payee as its interest may appear as respects to insurance required under Section 11.2(ii) hereunder. To the extent Tenant is required to indemnify, such insurance policies maintained by Tenant according to Section 11.2(i) shall, name Landlord, as an additional insured. Tenant shall be financially responsible for payment of its premiums, deductibles, retentions, self-insurance, coinsurance, uninsured amounts or any amount in excess of policy limits.

11.3 Insurance Requirements. All insurance policies which shall be required to maintain by Landlord and Tenant, as the case may be, pursuant to this Article 11 shall be written by insurers which have an A.M. Best & Company rating of "A-", Class "VII", or better and who are authorized to write such business in the State of where the Premises is located. Upon request, the Tenant shall deliver to Landlord certificates of insurance evidencing property coverage and/or commercial general liability coverage required to be maintained by Tenant under this Lease. Prior to the Lease Date and annually thereafter, Landlord, shall deliver to Tenant certificates of insurance evidencing the insurance coverage required to be maintained under this Lease by Landlord.

11.4 Subrogation. Landlord and Tenant hereby waive and will cause their respective insurers to waive all rights of subrogation or recovery against the other and their respective employees, officers, directors, agents and representatives as respects to all insurance maintained and/or required to be maintained by the respective parties under this Lease.

12. **Indemnification**. Except as provided in Article 28 of this Lease (which shall govern the obligations of the parties with respect to environmental matters) and subject to the waiver of subrogation in Section 11.4 above, Landlord and Tenant each covenants and agrees to indemnify, defend, protect and hold the other harmless including their respective employees, officers, directors, agents, successor and assigns against and from any and all damages, losses, liabilities, obligations, penalties, liens, claims, litigation, demands, defenses, judgments, suits, proceedings, settlements, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, reasonable attorneys' and experts' fees and disbursements) (collectively, "Losses") which may at any time be imposed upon, incurred by or asserted or awarded against the other arising from or in connection with the third party loss of life, bodily injury and/or damage to property (a) occasioned by any negligent or willful act or omission of the indemnifying party or its agents, contractors, servants or employees or (b) any misrepresentation or breach of any warranty, representation or obligation of the indemnifying party contained in this Lease. With respect to defense or litigation to which these indemnification provisions apply, the indemnifying party, at its expense, will have the right to select counsel of its choice and direct defense and any settlement it deems appropriate. If an indemnified party shall, in its reasonable discretion, determine that it must intervene in such defense or litigation to protect its interest hereunder, the indemnified party at its own expense shall have the right to engage its own attorneys in connection with any of the provisions of this Section, notwithstanding any contrary provisions of the applicable Laws. Neither party will enter into any settlement, discharge, compromise or admission of liability without prior written consent of both parties, which consent will not be unreasonably withheld. The provisions of this Section shall survive the termination, cancellation, expiration or non-renewal of this Lease.

13. **Assignment and Subletting.**

13.1 Tenant may not assign this Lease or sublease the whole or any portion of the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to obtain Landlord's consent for the following transfers (individually and collectively, "Permitted Transfers"): (i) the assignment of this Lease or sublet of all or any part of the Premises to a parent, subsidiary, affiliate, or successor (by merger, consolidation, transfer of assets, assumption or otherwise) of Tenant; (ii) the assignment of this Lease or sublet of all or any part of the Premises to an entity which purchases substantially all of the interests in or assets of an operating division, group, or department of Tenant, or which purchases the majority of Tenant's business as conducted in the Premises; (iii) the transfer of a majority or controlling interest in Tenant; (iv) the assignment of this Lease or sublet of all or any part of the Premises to an entity or entities created by the division of Tenant into one or more separate corporations, partnerships, or other entities; (v) the assignment of this Lease or sublet of all or any part of the Premises in connection with the public offering of the stock of Tenant, any affiliated or successor entity of Tenant, or any entity created in connection with the "spin-off" of an operating division, group, or department of

Tenant; and (vi) the sublease, license or other access or occupancy agreement of all or any portion of the Premises to a supplier of Tenant.

13.2 Except for Permitted Transfers, if Tenant desires to assign or sublease all or any part of the Premises, it shall so notify Landlord at least ten (10) days in advance of the date on which Tenant desires to make such assignment or sublease. If Landlord fails to give Tenant notice within ten (10) days after receipt by Landlord of Tenant's assignment or subletting notice that Landlord has disapproved such assignment or subletting, Landlord shall be deemed to have approved such assignment or subletting. Tenant shall be entitled to retain one hundred percent (100%) of all profits and proceeds of any assignment of this Lease or subletting of all or any portion of the Premises by Tenant.

14. **Access to the Premises.**

Tenant, its employees, agents and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. Landlord and its authorized agents may, upon at least twenty-four (24) hours advance written notice to Tenant and after having coordinated such entry with Tenant so that a representative may accompany Landlord in connection with any such entry (except in emergencies), enter the Premises at reasonable hours to (a) inspect the same, (b) exhibit the same to prospective purchasers, lenders, or, during the last six (6) months of the Term, tenants, and (c) make alterations, repairs and replacements required of Landlord under the terms hereof; provided, however, that all such work shall be done with as little interference with Tenant's quiet enjoyment of the Premises as reasonably possible. Landlord further acknowledges and agrees that there may be certain parts of the Premises that are restricted areas and shall be inaccessible to Landlord. Notwithstanding the foregoing, Tenant agrees to use its best efforts to accommodate Landlord's reasonable access to the Premises.

15. **Default and Remedies.**

15.1 Default By Tenant. The following shall be deemed to be an "Event of Default" by Tenant under this Lease: (a) Tenant shall fail to pay when due any installment of Base Rent or any other payment required pursuant to this Lease and such failure shall continue for a period of fifteen (15) days after Tenant receives written notice from Landlord specifying the failure by Tenant and the action required to cure such failure; (b) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Base Rent, and the failure is not cured within thirty (30) days after written notice to Tenant from Landlord specifying the failure by Tenant and the action required to cure such failure; provided, however, that no Event of Default shall occur if the failure is not reasonably susceptible to cure within thirty (30) days so long as Tenant commences the cure within such thirty (30) day period and thereafter diligently pursues such cure to completion within a reasonable period of time; or (c) Tenant shall do or permit to be done any act which results in a lien being filed against the Premises, which lien is not removed or bonded over in accordance with Michigan law within sixty (60) days after written notice thereof by Landlord to Tenant.

15.2 Remedies For Tenant's Default. Upon the occurrence of any Event of Default, Landlord may at its option pursue any one or more of the following remedies, and any and all other rights or remedies accruing to Landlord by law or otherwise, without any notice or demand to the extent permitted by applicable Law:

a) Commence dispossessory proceedings with or without the termination of this Lease;

b) Terminate Tenant's right to possession without terminating this Lease;

c) Commence proceedings against Tenant for all amounts owed by Tenant to Landlord, whether as Base Rent, Additional Rent, damages or otherwise;

d) Terminate this Lease by giving Tenant at least thirty (30) days' prior written notice thereof, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to pay within thirty (30) days after Landlord's written demand the amount of all loss and damage which Landlord may suffer by reason of the termination of the Term under this Section;

e) Upon any termination of Tenant's right to possession only, without termination of this Lease by giving at least thirty (30) days' prior written notice thereof to Tenant, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's signs and other evidences of tenancy, and take and hold possession thereof as provided below, without such entry and possession terminating this Lease or releasing Tenant, in whole or in part, from any obligation, including Tenant's obligation to pay Base Rent, and any amounts treated as Additional Rent, hereunder for the full Term. In any such case, Landlord may relet the Premises on behalf of Tenant for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Term) and on such terms and conditions (which may include concessions of free rent and alteration, repair and improvement of the Premises) as Landlord, in its reasonable discretion, may determine and receive directly the rent by reason of the reletting. Landlord shall have no obligation to relet the Premises or any part thereof and shall in no event be liable for failure to relet the Premises or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting. No such refusal or failure shall operate to relieve Tenant of any liability under this Lease. Tenant shall instead remain liable for all Base Rent and Additional Rent due hereunder and for all such expenses;

f) Enforce the performance of Tenant's obligations hereunder by injunction or other equitable relief (which remedy may be exercised upon any breach or default or any threatened breach or default of Tenant's obligations hereunder); and/or

g) Cure any material Event of Default by Tenant in the performance of its obligations under Section 8.2 of this Lease, and, upon completion thereof, recover from Tenant, within thirty (30) days after Landlord's giving of written notice thereof to Tenant, reimbursement for the actual and reasonable cost of such cure, together with interest thereon at a rate equal to the lesser of the rate announced by The Wall Street Journal (or if the Wall Street Journal is no longer in publication by such comparable publication reasonably selected by Landlord, or as selected by Tenant if in connection with Section 15.3) from time to time as the "prime rate" plus 2% per annum or the highest rate permitted by law (the interest rate determined hereby is referred to as the "Interest Rate") from the date paid until reimbursed by Tenant.

Notwithstanding the foregoing, in the event that Landlord terminates this Lease or terminates Tenant's right of possession, Landlord agrees to use reasonable efforts to relet the Premises at fair market rental rates and to otherwise mitigate any damages arising out of an Event of Default on the part of Tenant.

15.3 Remedies For Landlord's Default. In the event that Landlord shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Landlord hereunder and any such default shall continue for a period of thirty (30) days after written notice to Landlord (provided, however, if the default by its nature is not reasonably susceptible to cure within thirty (30) days, Landlord shall have such longer period as is reasonably required so long as Landlord commences the cure within such 30-day period and thereafter diligently pursues such default to completion without interruption within a reasonable period of time, not to exceed ninety (90) days after such notice), Tenant shall be entitled at its election, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity: (a) to bring suit for the collection of any amounts for which Landlord may be in default, or for the performance of any other covenant or agreement devolving upon Landlord, without terminating this Lease and/or (b) cure such default for the account of Landlord, and Landlord, within ten (10) days of the receipt of a statement therefor, shall reimburse Tenant for any amount paid and any expense or contractual liability so incurred. Any sum not paid when due shall accrue interest at the Interest Rate. In the event of an emergency, or where necessary to prevent injury to persons or

damage to Premises, Tenant may cure any such default by Landlord before the expiration of the cure period set forth above, with such written or oral notice to Landlord as is appropriate under the circumstances. In the event Landlord fails to pay Tenant any sum due pursuant to this Section 15.3(c) within such ten (10) day period, Tenant shall be entitled thereafter to offset the amounts owed by Landlord against Rent due hereunder and if Tenant does not offset all such amounts owed by Landlord (including interest as set forth above) prior the expiration of the Term, Tenant shall have the right to extend the Term for the time necessary to complete such offset. No deduction from the Rent or reimbursement to Tenant in accordance with this Section will constitute a default or breach by Tenant under this Lease.

15.4 Remedies Cumulative. All remedies of Landlord and Tenant herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more rights or remedies shall not be taken to exclude or waive the right to the exercise of any other, but in no event shall Landlord have the right to accelerate rental reserved hereunder. All such rights and remedies may be exercised and enforced concurrently and whenever and as often as either Landlord or Tenant shall, as applicable, deem necessary.

16. **Attorneys' Fees.**

If either party commences an action against the other arising out of or in connection with this Lease, the prevailing party shall be entitled to recover from the losing party such sum as the court, arbitrator or mediator may adjudge reasonable as such party's costs and attorney's fees, including such costs and fees as are incurred in any trial, on any appeal, in any bankruptcy proceeding (including the adjudication of issues peculiar to bankruptcy law) and in any petition for review. Each party shall also have the right to recover its reasonable costs and attorney's fees actually incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

17. **Subordination.**

17.1 (a) Subject to Section 17.1(b) below, this Lease is and shall be subject and subordinate, at all times, to (i) the lien of any deed of trust, mortgage or mortgages which may now or hereafter affect the Premises (or any portion thereof), and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages, and (ii) the lien of any ground or underlying lease which may now or hereafter affect the Premises, including all amendments, renewals, modifications, consolidation, replacements and extensions thereof (collectively, the "Security Instrument").

(b) Notwithstanding the foregoing, this Lease shall not be subject to any existing or future Security Instruments unless (simultaneously with the execution of this Lease for any existing Security Instruments affecting the Premises as of the Lease Date) Landlord shall deliver to Tenant a subordination, non-disturbance and attornment agreement executed by the holder of the Security Instrument in question in a form reasonably acceptable to the parties thereto (the "SNDA") and Landlord, at its sole cost and expense, shall cause such SNDA to be recorded in the applicable public records within ten (10) days after the full execution and delivery thereof. If Landlord shall fail to furnish the SNDA to Tenant, then Tenant, in addition to any other rights or remedies that it may have, may terminate this Lease by written notice to the Landlord. This right of termination will be continuing until the SNDA is furnished.

17.2 At the request of Landlord, Tenant shall execute and deliver such further instruments as may be reasonably required to implement the provisions of this Article 17.

18. **Liability of Landlord.**

Subject to all other provisions of this Lease, the term "Landlord" as used herein shall mean only the owner or owners at the time in question of the fee title to, or a tenant's interest in a ground lease of, the Premises. In the event of any transfer of such title or interest, Landlord herein named (and in case of any subsequent transfers the then owner or owners thereof), shall be relieved from and after the date of such transfer of all liability for Landlord's obligations thereafter to be performed, provided that (i) the purchaser, transferee or assignee assumes, in writing (with a copy of same being provided to Tenant), all of Landlord's obligations under this Lease arising from and after the date of such sale, transfer or assignment, and (ii) any funds in the hands of Landlord, or the then owner or owners thereof at the time of such transfer, in which Tenant has an interest shall be delivered to the succeeding owner or owners. The obligations contained in this Lease to be performed by Landlord shall, except as aforesaid, be binding on Landlord's successors and assigns only during their respective periods of ownership.

19. **Estoppel Certificates.**

19.1 Tenant agrees to furnish, from time to time, within thirty (30) days after receipt of a written request from Landlord, a statement certifying, if applicable and to the extent valid, the following: that Tenant is in possession of the Premises; the Premises are acceptable; the Lease is in full force and effect; the Lease is unmodified; Tenant claims no present charge, lien, or claim of offset against rent; the rent is paid for the current month, but is not prepaid for more than one month and will not be prepaid for more than one month in advance (except as required by the terms and conditions of this Lease); and, to Tenant's actual knowledge, there is no existing default by reason of some act or omission by Landlord. Any such estoppel certificate may be relied upon by any party reasonably requested by Landlord, including, without limitation, a prospective purchaser, mortgagee or beneficiary under any deed of trust of the Premises.

19.2 Landlord agrees to furnish, from time to time, within thirty (30) days after receipt of a written request from Tenant, a statement certifying, if applicable and to the extent valid, the following: that Tenant is in possession of the Premises; the Lease is in full force and effect; the Lease is unmodified; the rent is paid for the current month, but is not prepaid for more than one month and, to Landlord's actual knowledge, there is no existing default by reason of some act or omission by Tenant; and such other matters as may be reasonably required by Tenant. Any such estoppel certificate may be relied upon by any party reasonably requested by Tenant, including, without limitation, any assignee of this Lease and/or any subtenant of all or any portion of the Premises.

20. **Tenant's Early Termination Right.**

Provided there shall not, at the time of Tenant's notice to Landlord hereunder, be an Event of Default by Tenant under the terms of this Lease, Tenant shall have the right to terminate this Lease early at no additional cost to Tenant at any time after the date which is _____ (_) months after the Lease Date by providing at least _____ (___) days written notice to Landlord.

21. **Holding Over.**

It is hereby agreed that in the event of Tenant holding over after the expiration or earlier termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall otherwise be subject to all the covenants and provisions of this Lease, except that the monthly Base Rent applicable to such hold over period shall be equal to 110% of the monthly Base Rent for the month immediately preceding the hold over period.

22. **Waiver.**

22.1 The waiver by either party of any agreement, condition or provision herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor shall any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of the parties to insist upon the performance by the other party of the terms hereof in strict accordance with said terms. The subsequent acceptance of rental hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental. Acceptance by Tenant of less than any amount claimed due from Landlord, shall not constitute or be construed as a waiver of Tenant's rights and remedies, nor does it excuse any partial payment upon subsequent occasions. No re-entry or taking possession of the Premises by Landlord shall constitute an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises.

22.1 LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY LANDLORD OR TENANT AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD TO TENANT, THE USE OR OCCUPANCY OF THE PREMISES BY TENANT OR ANY PERSON CLAIMING THROUGH OR UNDER TENANT, ANY CLAIM OF INJURY OR DAMAGE, AND ANY EMERGENCY OR OTHER STATUTORY REMEDY; PROVIDED, HOWEVER, THE FOREGOING WAIVER SHALL NOT APPLY TO ANY ACTION FOR BODILY INJURY OR PROPERTY DAMAGE.

23. **Notices.**

Any notice required or permitted to be given under this Lease or by law shall be in writing, addressed to Landlord or Tenant at their respective addresses specified in Article 1 hereof, and given by one of the following methods: (a) delivery in person; (b) by a reputable prepaid overnight courier (such as UPS or Federal Express); or (c) mailed by certified mail, postage prepaid. All notices, demands and requests shall be duly deemed given (i) when such notice is personally delivered, (ii) on the business day following the day such notice or other communication is sent by overnight courier, or (iii) the third business day following the day such notice or other communication is sent by certified mail. Either party may change its address by giving written notice thereof to the other party in the manner provided in this Article. For the purpose of this Lease, a party's counsel may provide notices to the other party on behalf of such party and such notices shall be binding on the other party as if such notices have been provided directly by the party giving such notice.

24. **Entire Agreement.**

This Lease (together with the exhibits and addenda hereto, if any) contains and constitutes the entire agreement between the parties hereto. There are no oral understandings, terms, or conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms or conditions are deemed merged in this Lease. The parties hereby acknowledge that neither party has been induced to enter into this Lease by any promises or representations not expressly set forth in this Lease, and if any such representations or promises were made prior to the execution of the Lease, the parties acknowledge that neither has relied on the same, and that neither shall have liability to the other party with respect to any such representations or promises. Both parties having participated fully and equally in the negotiation and preparation of this Lease, this Lease shall not be more strictly construed, nor any ambiguities in this Lease resolved, against either Landlord or Tenant.

25. **Authority.**

If either party is a corporation or other entity, said entity represents and warrants that such individual or individuals executing this Lease on such entity's behalf are duly authorized to execute and deliver this Lease on behalf of said entity in accordance with the governing documents of said entity, and that this Lease is binding upon said entity in accordance with the terms hereof.

26. **Covenant of Quiet Enjoyment.**

So long as there is no Event of Default by Tenant under this Lease, Tenant may peacefully and quietly enjoy the Premises during the Term without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under Landlord; subject, however, to the provisions of this Lease.

27. **Signage.**

27.1 Tenant shall have the right, at its sole cost and expense, to place its signs upon the Premises (the "Tenant Signs"). Such Tenant Signs and the location thereof shall be subject to the approval of all applicable governmental entities, and Tenant shall be responsible for obtaining all necessary governmental approvals in connection with any such Tenant Signs.

27.2 Tenant, at its sole cost and expense, shall repair, maintain and operate the Tenant Signs, if any, and shall remove the Tenant Signs upon the expiration or earlier termination of this Lease.

28. **Environmental Matters**.

28.1 Subject to Landlord's representations hereinafter set forth in this Article 28, Tenant and Tenant's suppliers, agents, licensees, invitees (collectively, the "Tenant Parties") shall be entitled to use, transport, store, generate, treat, or handle at the Premises any "Hazardous Materials" (as hereinafter defined), as reasonably consistent with Tenant's Use as set forth in Section 1 of this Agreement by the Tenant Parties, provided such use shall be in compliance with all applicable "Environmental Laws" (as hereinafter defined). "Hazardous Materials" shall mean: (i) any hazardous, toxic or radioactive substance, material, matter or waste regulated under an Environmental Law, including but not limited to formaldehyde, urea, asbestos, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, any flammable or explosive materials; (ii) "Hazardous Substances" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq., and (iii) the term "Chemical Substance" as defined in the Toxic Substance Control Act, as amended, 15 U.S.C. §2601 et seq., respectively. "Environmental Laws" means all federal, state and local laws, statutes, rules, orders, decrees, consent agreements, permits, authorizations, ordinances and codes that govern or pertain to the protection of health and the environment.

28.2 Landlord represents and warrants to Tenant that the Premises is free of Hazardous Materials and is in full compliance with all Environmental Laws. Landlord covenants and agrees to continue to comply with all Environmental Laws relating to the Premises, including, but not limited to, soil and ground water conditions.

28.3 Tenant shall indemnify, defend and hold harmless Landlord from and against any and all suits, liabilities, obligations, damages, penalties, claims, costs, charges, environmental claims, remediation costs and expenses (including reasonable consultant's and attorney's fees) to the extent arising out of Tenant's breach of any Environmental Laws. The provisions of this Section 28.3 shall survive the expiration or earlier termination of this Lease for a period of two (2) years.

28.4 Except to the extent arising out of Tenant's breach of any Environmental Laws, Landlord further covenants and agrees to indemnify, defend and hold harmless Tenant from and against any and all suits, liabilities, obligations, damages, penalties, claims, losses, charges, expenses and costs (including, but not limited to consultant fees and attorneys' fees) resulting from the presence of Hazardous Materials at, on, under or around the Premises or resulting from Hazardous Materials being generated, stored, disposed of, migrated to or from, or transported to, on, under or around the Premises or a breach of any Environmental Laws (in each case, whether occurring prior to, during, or after the Term of this Lease), including, without limitation, (i) the cost of removal of any and all Hazardous Materials from all or any portion of the Premises, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Materials on, in, under or affecting the Premises into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Premises with all applicable Environmental Laws. Landlord, at Landlord's cost, shall promptly remove any Hazardous Materials (other than Hazardous Materials introduced by Tenant) found in, on or about the Premises. Landlord shall provide to Tenant copies of any environmental reports (including, without limitation, Phase I and Phase II audits) obtained by or on behalf of Landlord with respect to the Premises. The provisions of this Section 28.4 shall survive the expiration or earlier termination of this Lease.

29. **Casualty**.

29.1 Notification and Repair. Tenant shall give prompt notice to Landlord of any fire or other casualty causing material damage to the Premises. If the Premises is damaged by fire or other casualty, then at Landlord's sole cost and expense, Landlord shall repair the damage and restore the Premises to substantially the same condition as existed immediately prior to such fire or other casualty or restore the Premises to substantially the same condition as existed as of the Lease Date (the "Casualty Restoration Work"). Landlord shall commence the Casualty Restoration Work within ninety (90) days after the occurrence of such fire or other casualty and shall thereafter diligently pursue the completion of the Casualty Restoration Work. If Landlord fails to commence the necessary Casualty Restoration Work within ninety (90) days from the date of any such fire or other casualty or if thereafter Landlord shall fail to diligently pursue the completion of any such Casualty Restoration Work and such failure to commence or failure to diligently pursue completion continues for thirty (30) days after Landlord's receipt of notice thereof from Tenant, then such failure shall constitute a default by Landlord, and in addition to the remedies of Tenant set forth in this Lease for a default by Tenant, all insurance proceeds shall be immediately distributed or assigned to Tenant and any deductible therefor shall be paid by Landlord, and Tenant shall use the insurance proceeds to restore the Premises. If the insurance proceeds are not distributed to Tenant, Tenant may terminate this Lease.

29.2 Lease Termination Upon Substantial Destruction. If the Premises are substantially destroyed by fire or other casualty such that (in the reasonable opinion of a reputable contractor or architect mutually acceptable to both Landlord and Tenant): (a) the Casualty Restoration Work requires more than one hundred eighty (180) days to complete, (b) the cost of the Casualty Restoration Work exceeds the amount of insurance proceeds by more than twenty-five percent (25%), or (c) the damage occurs during the last six (6) months of the Term, Landlord and Tenant shall each have the option to terminate this Lease (by so advising the other, in writing) within thirty (30) days after said contractor or architect delivers written notice of its opinion to Landlord and Tenant. In such event, the termination shall be effective as of the date of the casualty. If neither Landlord nor Tenant timely delivers a termination notice, this Lease shall remain in full force and effect.

30. **Miscellaneous.**

30.1 The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular.

30.2 Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

30.3 The agreements, conditions and provisions herein contained shall, subject to the assignment provisions set forth in Article 13 hereof, apply to and bind the heirs, executors, administrators, permitted successors and assigns of the parties hereto.

30..4 If any provisions of this Lease shall be determined to be illegal or unenforceable, such determination shall not affect any other provisions of this Lease and all such other provisions shall remain in full force and effect.

30.5 This Lease shall be governed by and construed pursuant to the laws of the State of Michigan.

30.6 Each party represents that it has dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease. Landlord and Tenant shall, and do hereby, indemnify, defend, and save the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation, including, without limitation, reasonable attorneys' fees and expenses actually incurred. The representations and indemnifications set forth in this Section 30.6 shall survive the cancellation or termination of this Lease.

30.7 Any captions contained in this Lease are not a part hereof, are for convenience only, and are not to be given any substantive meaning in construing this Lease.

30.8 Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed, and the relationship of the parties shall be solely that of landlord and tenant.

30.9 Neither party shall record this Lease without the prior written consent of the other party; provided, simultaneously with the execution of this Lease, Landlord and Tenant may enter into a memorandum or short form of lease in form reasonably satisfactory to Landlord and Tenant, which, Tenant, at its sole cost and expense, and in its sole discretion, may record in the applicable public records.

30.10 No amendments, modifications or supplements of this Lease shall be effective unless in writing and executed by Landlord and Tenant.

30.11 Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

30.12 The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation. The word "person" includes a natural person, a partnership, a corporation, a limited liability company, an association and any other form of business association or entity.

30.13 This Lease may be executed in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement. PDF copies of executed counterparts delivered via email or facsimile may be treated as originals by the parties hereto.

30.14 All exhibits and riders attached to this Lease are incorporated herein by reference and made a part hereof.

30.15 Time is of the essence of this Lease and the performance of all covenants, agreements and obligations hereunder. Whenever in this Lease it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the notice or performance or payment shall be the next following business day, which next following business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Lease.

30.16 Confidentiality. Landlord and Tenant agree to treat as confidential (a) the contents of this Lease and (b) all information that each of them may disclose to the other in furtherance of or in connection with this Lease (collectively, the "Confidential Information"); provided Tenant, in its sole discretion, may (i) provide a copy of the Lease to any supplier, prospective supplier, subtenant or prospective subtenant with the financial terms redacted and (ii) divulge (including, but not limited to, by public statements) the existence of the Lease, the location of the Premises, the anticipated Lease Date and/or Tenant's Use. All Confidential Information will be kept by the receiving party in the strictest of confidence and will not be divulged to a third party, save and except (i) as may be reasonably required to be made to a party's professional advisors, lenders, purchasers and investors in connection with the Premises; (ii) to the State, County, City, Township and/or federal government and the respective departments thereof and any adjacent landowners, in connection with the obtaining of development and governmental approvals, including, without limitation, zoning, government incentives and tax rebates, and any public meetings to obtain such approvals and/or incentives; (iii) by a court of competent authority; and/or (iv) by applicable law or regulation, or to enforce its rights against the other party. Any public statements about this Lease (and/or the development of the Premises) by Landlord must be approved by Tenant in advance of such statements being made.

[signatures commence on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date set forth in Article 1 hereof.

"LANDLORD"

[_____,
a _____]

By: _____
Name: _____
Title: _____

[Remainder of Page Intentionally Left Blank;
Signature Page of Tenant Follows]

SIGNATURE PAGE OF TENANT

"TENANT"

FCA US LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

[*to be inserted*]

Exhibit 1.01(8)
PA 198 Abatement Agreement

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

THIS AGREEMENT ("Agreement"), by and between the City of Detroit ("City"), a Michigan municipal corporation acting by and through its Planning and Development Department with an office at 2 Woodward Avenue, Suite 808, Detroit, MI 48226 and FCA US LLC ("Applicant"), a Delaware limited liability company-with an office at 1000 Chrysler Drive, Auburn Hills, MI 48326 is made this XX day of May, 2019.

WITNESSETH:

WHEREAS, Public Act 198 of 1974, as amended, also known as the Plant Rehabilitation and Industrial Development Districts Act ("Act"), (1) provides for the establishment of industrial development districts and plant rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from the owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, Applicant has submitted an Application for Industrial Facilities Tax Exemption Certificate ("Application") for the facility and/or equipment located within the City of Detroit, MI, commonly known as the Mack 1 Plant and the Mack 2 Plant ("Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved either an industrial development district or plant rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant shall complete a Restoration, Replacement or construction program that creates a New Facility or Replacement Facility on the Property within the meaning of the Act and the Applicant shall hire or retain a certain amount of full time employees within the City of Detroit during the term of the IFEC; and

WHEREAS, the City has approved the Application by adopting a resolution granting the Industrial Facilities Exemption Certificate ("IFEC"), pending approval also by the Michigan State Tax Commission. A copy of the City resolution granting the IFEC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the IFEC term and the term of this Agreement shall be for a period of twelve (12) years from the completion of the facility .

b. The Applicant will complete a Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as defined in the Act and as set forth in the Application by December 30, 2021.

c. The Applicant shall create, or cause to be created, at least three thousand eight hundred fifty (3,850) full time employees at the Property within two (2) years of completion of the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property.

d. The Applicant will take action to recruit and hire City of Detroit residents in accordance with specified targets as set forth in an initial City of Detroit Resident Employment Plan ("Employment Plan") submitted by the Applicant to the City and approved by the Human Rights Department as part of the IFEC application process. Upon request from the City, the Employment Plan shall be updated or modified annually throughout the term of this Agreement.

e. For purposes of this Agreement, a "full-time employee" shall include a person: 1) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week~~;~~ and 2) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant's tenant(s) that lease space at the Property.

2. Applicant Representations~~.~~

In compliance with the Act and intending to induce the City to grant an IFEC to the Applicant, the Applicant represents that:

a. The Applicant is the owner of the Property, or is leasing the Property and has a signed lease with the Property owner, at the time of the Application.

b. The Property is or will be used as "Industrial Property" as defined under the Act.

c. The Property will not include property to be used, owned or operated by a casino or affiliated company as defined in the Act.

d. The IFEC is a material inducement to the Applicant to undertake the project described in the Application.

e. The Restoration, Replacement or construction of the Property did not start earlier than six (6) months before the Applicant filed the Application.

f. There are no delinquent taxes owed on the Property.

g. The Applicant will pay any applicable taxes on the Property as they become due.

h. The Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property and the Applicant's operation of the Property is in compliance with the City of Detroit Zoning Ordinance and Master Plan.

3. Reporting by the Applicant to the City.

Applicant agrees to provide the City with sufficient information, which is subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall provide the City with the following during the IFEC term:

a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as reasonably required to evidence the Applicant's investment in and completion of the Project. These documents, along with periodic site visits to the Property by the City with reasonable notice to the Applicant will serve to establish whether the Applicant is making the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as required by the Act and this Agreement.

b. Commencing with the March 15 following the first year of the IFEC term and for each year thereafter~~,~~ Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: 1) the Restoration, Replacement or construction work completed towards a New Facility or Replacement Facility at the Property and the Applicant's financial investment in the Property for that year and 2) the number of full-time employees at the Property for that year.

c. Commencing with the March 15 following the first year of the IFEC term and each year of the IFEC term thereafter, the Applicant shall submit to the Civil Rights, Inclusion and Opportunity Department ("CRIO") the Detroit Residents' Annual Employment Verification Report with copies of proofs of residency that have been accepted by CRIO. The Applicant shall also submit an updated Employment Plan on forms acceptable to the City.

4. Revocation of IFEC and Termination of Agreement.

This Agreement shall automatically terminate if the IFEC automatically terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the City may by resolution of Detroit City Council request that the Michigan State Tax Commission revoke the IFEC on any of the grounds provide~~d~~ for in Section 15 (2) of the Act, being MCL 207.565, which includes a finding by the City that the completion of the New Facility or Replacement Facility on the Property has not occurred within two (2) years of the effective date of the IFEC, unless further time is authorized by the Commission for good cause~~.~~ per Section 7a of the Act~~.~~

5. Payment of Exempted Taxes for Shortfall of Employment.

If after two (2) years of completion of the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property the average number of full-time employees at the Property for any given year is less than the number of full-time employees set forth in Section 1.c. above, the Applicant agrees to pay the City, in addition to the Industrial Facilities Tax due under the IFEC on the Property, an amount equal to the difference between the amount of ad valorem tax otherwise due on the Property without the IFEC, and the amount of Industrial Facilities Tax due on the Property under the IFEC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the total number of full-time employees set forth in Section 1.c. above. Prior to taking any action to require the Applicant to pay an amount to the City in addition to the Industrial Facilities Tax pursuant to this Section, the City will afford the Applicant an opportunity to present at a public hearing reasons for the employment shortfall.

In the event that the Applicant fails to report the number of full-time employees at the Property for a given year in either the Status Report or Employment Plan by March 15th, as set forth in Section 3.b., the City shall provide written notice to the Applicant that the number of full-time employees at the Property has not been reported. If the Applicant does not report the number of full-time employees at the Property within thirty (30) days of receipt of such notice, the number of full-time employees at the Property for purposes of this Section shall be deemed zero (0).

6. Notice to City of Discontinuance of Operations.

If during the term of the IFEC the Applicant discontinues operations at the Property, the Applicant will take affirmative steps to provide thirty (30) days prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

7. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law or any other agreement; provided, however, notwithstanding the foregoing, (i) the Applicant's liability for monetary or financial damages for breach of this Agreement shall not exceed the total of taxes abated under the IFEC; and (ii) if the Applicant does not establish the level of employment set forth in Section l d., the City shall have no right under this Agreement to require the Applicant by injunction or specific performance to retain any specified level of employment for any period of time. For the avoidance of doubt, (i) in the event the facts or circumstances constituting the Applicant's breach under this Agreement also constitutes a breach, default or failure to perform under any other agreement between the parties, including but not limited to that certain Community Benefits Provision for Tier 1 Development Projects (the "Provision") entered into as of the Effective Date (as defined in the Provision) between the Applicant and the City, and the Agreement for the Development of the Mack Assembly Plant, dated as of May __, 2019 by and among the Applicant, the City of Detroit Brownfield Redevelopment Authority (the "DBRA") and the City, nothing in this Agreement shall be

deemed to prevent, impair or limit the City's or the DBRA's rights or remedies provided under such other agreement; and (ii) a breach, default, or failure to perform by FCA of its obligations under the Provision shall not, in and of itself, constitute a breach or default under this Agreement.

Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order~~,~~ or otherwise shall not invalidate any of the other provisions of this Agreement.

The City and the Applicant agree that the provisions of this Agreement are for the sole benefit of the City and the Applicant. Nothing in this Agreement shall be deemed to create any right in a person not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party. This Agreement is not intended, nor shall it be deemed or construed to, amend, alter or affect any labor agreement to which the Applicant is a party.

9. Force Majeure.

After the completion of construction of the Project, the Applicant shall not be considered to be in default under this Agreement as a result of any force majeure event that is beyond the reasonable control of the Applicant, including, but not limited to, severe and unusual weather, acts of God, war, explosion, riot, acts of civil disobedience or sabotage, strikes or work stoppages, or natural disaster or catastrophe.

10. Transfer.

The IFEC may be transferred and assigned by the Applicant to a new owner of the Property if the City, in its sole discretion, approves the transfer of the IFEC after application by the new owner. For purposes of this section a transfer of the Property shall include any sale of the Property or any lease of more than fifty percent (50%) of the total usable space of the Property for a period longer than five (5) years.

11. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of this Agreement.

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:
FCA US LLC

By:_____

Print:_____

Its:_____

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.

BY: _____

Print:_____

ITS: _____

THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE MICHIGAN STATE TAX COMMISSION

EXHIBIT A

Application for Industrial Facilities Exemption Certificate

Michigan Department of Treasury
1013 (Rev. 06-17), Page 1 of 4

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▸ 1a. Company Name (Applicant must be the owner/operator of the facility) FCA US LLC	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3711	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 4000 Saint Jean Street, Detroit, MI 48214	▸ 1d. City/Township/Village (Indicate which) Detroit	▸ 1e. County Wayne
▸ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	▸ 3a. School District where facility is located Detroit	▸ 3b. School Code 82010
	▸ 4. Amount of years requested for exemption (1-12 Years) Twelve (12) years from project completion	

5. Per section 5, this application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

FCA is contemplating an investment of up to $1.6 billion in its existing Mack Plants ("Mack") to construct a new assembly plant and related improvements by renovating, retrofitting and expanding the Mack Assembly Plant property for future vehicle production. The project would introduce new technology and content changes to Mack and increase the complexity of the plant.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ $136,642,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ _____ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $136,642,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▸	04/30/2019	12/30/2021	▸ ☒ Owned ☐ Leased
Personal Property Improvements ▸	_____	_____	▸ ☐ Owned ☐ Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☒ Yes ☐ No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion. 3,650

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____
b. TV of Personal Property (excluding inventory) _____
c. Total TV _____

▸ 12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit)	▸ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Kevin Scott	(248) 512-3087	(248) 512-5858	kevin.scott@fcagroup.com
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Jason Cooper	(248) 512-3406	(248) 512-5858	jason.cooper@fcagroup.com
▶ 15a. Name of Company Officer (No Authorized Agents)			
Andrew F. Clouser			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
		(248) 512-5858	04/[illegible]/2019
▶ 15e. Mailing Address (Street, City, State, ZIP Code)		15f. Telephone Number	15g. E-mail Address
1000 Chrysler Dr. MC 485-12-30, Auburn Hills, MI 48326		(248) 512-3406	

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit:

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit
Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:
Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application.
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code

17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

FCA US LLC (Detroit Assembly Plant - Mack)
Application for Industrial Facilities Tax Exemption Certificate
Attachment to Line 6a - Cost of land & building improvements

Department	Major	Item Description	Indicated Cost (USD)
BUILDING	B.I.W.	INDUSTRIAL BUILDING	$ 13,019,124
BUILDING	GA	INDUSTRIAL BUILDING	$ 18,600,793
BUILDING	PAINT	BUILDING - MECHANICAL & ELECTRICAL BUILD	$ 38,000,000
BUILDING	PAINT	MISC. (STRUCTURE)	$ 3,500,000
BUILDING	PAINT	INDUSTRIAL BUILDING	$ 43,750,000
BUILDING	QUALITY INCL. CTVV LAB	INDUSTRIAL BUILDING	$ 8,931,566
BUILDING	QUALITY INCL. CTVV LAB	BUILDING - ELECTRICAL BUILDING EQUIPMENT	$ 3,161,600
BUILDING	WASTE TREATMENT	BUILDING - MECHANICAL BUILDING EQUIPMENT	$ 7,679,039
			$ 136,642,122

EXHIBIT B

Detroit City Council Resolution
Granting the Industrial Facilities Exemption Certificate

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

THIS AGREEMENT ("Agreement"), by and between the City of Detroit ("City"), a Michigan municipal corporation acting by and through its Planning and Development Department with an office at 2 Woodward Avenue, Suite 808, Detroit, MI 48226 and FCA US LLC ("Applicant"), a Delaware limited liability company-with an office at 1000 Chrysler Drive, Auburn Hills, MI 48326 is made this XX day of May, 2019.

WITNESSETH:

WHEREAS, Public Act 198 of 1974, as amended, also known as the Plant Rehabilitation and Industrial Development Districts Act ("Act"), (1) provides for the establishment of industrial development districts and plant rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from the owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, Applicant has submitted an Application for Industrial Facilities Tax Exemption Certificate ("Application") for the facility and/or equipment located within the City of Detroit, MI, commonly known as the Jefferson North Assembly Plant ("Property"). A copy of the Application is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the City has previously approved either an industrial development district or plant rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant shall complete a Restoration, Replacement or construction program that creates a New Facility or Replacement Facility on the Property within the meaning of the Act and the Applicant shall hire or retain a certain amount of full time employees within the City of Detroit during the term of the IFEC; and

WHEREAS, the City has approved the Application by adopting a resolution granting the Industrial Facilities Exemption Certificate ("IFEC"), pending approval also by the Michigan State Tax Commission. A copy of the City resolution granting the IFEC is attached hereto as Exhibit B and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the IFEC term and the term of this Agreement shall be for a period of twelve (12) years from the completion of the facility .

b. The Applicant will complete a Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as defined in the Act and as set forth in the Application by December 30, 2021.

d. The Applicant shall create, or cause to be created, at least one thousand one hundred (1,100) full time employees at the Property within two (2) years of completion of the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property.

e. The Applicant will take action to recruit and hire City of Detroit residents in accordance with specified targets as set forth in an initial City of Detroit Resident Employment Plan ("Employment Plan") submitted by the Applicant to the City and approved by the Human Rights Department as part of the IFEC application process. Upon request from the City, the Employment Plan shall be updated or modified annually throughout the term of this Agreement.

e. For purposes of this Agreement, a "full-time employee" shall include a person: 1) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week~~;~~ and 2) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant's tenant(s) that lease space at the Property.

2. Applicant Representations~~.~~

In compliance with the Act and intending to induce the City to grant an IFEC to the Applicant, the Applicant represents that:

a. The Applicant is the owner of the Property, or is leasing the Property and has a signed lease with the Property owner, at the time of the Application.

b. The Property is or will be used as "Industrial Property" as defined under the Act.

c. The Property will not include property to be used, owned or operated by a casino or affiliated company as defined in the Act.

d. The IFEC is a material inducement to the Applicant to undertake the project described in the Application.

e. The Restoration, Replacement or construction of the Property did not start earlier than six (6) months before the Applicant filed the Application.

f. There are no delinquent taxes owed on the Property.

g. The Applicant will pay any applicable taxes on the Property as they become due.

h. The Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property and the Applicant's operation of the Property is in compliance with the City of Detroit Zoning Ordinance and Master Plan.

3. Reporting by the Applicant to the City.

Applicant agrees to provide the City with sufficient information, which is subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall provide the City with the following during the IFEC term:

a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as reasonably required to evidence the Applicant's investment in and completion of the Project. These documents, along with periodic site visits to the Property by the City with reasonable notice to the Applicant will serve to establish whether the Applicant is making the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property as required by the Act and this Agreement.

b. Commencing with the March 15 following the first year of the IFEC term and for each year thereafter~~,~~ Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: 1) the Restoration, Replacement or construction work completed towards a New Facility or Replacement Facility at the Property and the Applicant's financial investment in the Property for that year and 2) the number of full-time employees at the Property for that year.

c. Commencing with the March 15 following the first year of the IFEC term and each year of the IFEC term thereafter, the Applicant shall submit to the Civil Rights, Inclusion and Opportunity Department ("CRIO") the Detroit Residents' Annual Employment Verification Report with copies of proofs of residency that have been accepted by CRIO. The Applicant shall also submit an updated Employment Plan on forms acceptable to the City.

4. Revocation of IFEC and Termination of Agreement.

This Agreement shall automatically terminate if the IFEC automatically terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the City may by resolution of Detroit City Council request that the Michigan State Tax Commission revoke the IFEC on any of the grounds provide~~d~~ for in Section 15 (2) of the Act, being MCL 207.565, which includes a finding by the City that the completion of the New Facility or Replacement Facility on the Property has not occurred within two (2) years of the effective date of the IFEC, unless further time is authorized by the Commission for good cause~~.~~ per Section 7a of the Act~~.~~

5. Payment of Exempted Taxes for Shortfall of Employment.

If after two (2) years of completion of the Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property the average number of full-time employees at the Property for any given year is less than the number of full-time employees set forth in Section 1.c. above, the Applicant agrees to pay the City, in addition to the Industrial Facilities Tax due under the IFEC on the Property, an amount equal to the difference between the amount of ad valorem tax otherwise due on the Property without the IFEC, and the amount of Industrial Facilities Tax due on the Property under the IFEC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the total number of full-time employees set forth in Section 1.c. above. Prior to taking any action to require the Applicant to pay an amount to the City in addition to the Industrial Facilities Tax pursuant to this Section, the City will afford the Applicant an opportunity to present at a public hearing reasons for the employment shortfall.

In the event that the Applicant fails to report the number of full-time employees at the Property for a given year in either the Status Report or Employment Plan by March 15th, as set forth in Section 3.b., the City shall provide written notice to the Applicant that the number of full-time employees at the Property has not been reported. If the Applicant does not report the number of full-time employees at the Property within thirty (30) days of receipt of such notice, the number of full-time employees at the Property for purposes of this Section shall be deemed zero (0).

6. Notice to City of Discontinuance of Operations.

If during the term of the IFEC the Applicant discontinues operations at the Property, the Applicant will take affirmative steps to provide thirty (30) days prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

7. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively, and shall not be exclusive of any other rights and remedies provided by law or any other agreement; provided, however, notwithstanding the foregoing, (i) the Applicant's liability for monetary or financial damages for breach of this Agreement shall not exceed the total of taxes abated under the IFEC; and (ii) if the Applicant does not establish the level of employment set forth in Section l d., the City shall have no right under this Agreement to require the Applicant by injunction or specific performance to retain any specified level of employment for any period of time. For the avoidance of doubt, (i) in the event the facts or circumstances constituting the Applicant’s breach under this Agreement also constitutes a breach, default or failure to perform under any other agreement between the parties, including but not limited to that certain Community Benefits Provision for Tier 1 Development Projects (the “Provision”) entered into as of the Effective Date (as defined in the Provision) between the Applicant and the City, nothing in this Agreement shall be deemed to prevent, impair or limit the City’s or the DBRA’s rights or remedies provided under such other agreement;

and (ii) a breach, default, or failure to perform by FCA of its obligations under the Provision shall not, in and of itself, constitute a breach or default under this Agreement.

Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order~~,~~ or otherwise shall not invalidate any of the other provisions of this Agreement.

The City and the Applicant agree that the provisions of this Agreement are for the sole benefit of the City and the Applicant. Nothing in this Agreement shall be deemed to create any right in a person not a party hereto and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party. This Agreement is not intended, nor shall it be deemed or construed to, amend, alter or affect any labor agreement to which the Applicant is a party.

9. Force Majeure.

After the completion of construction of the Project, the Applicant shall not be considered to be in default under this Agreement as a result of any force majeure event that is beyond the reasonable control of the Applicant, including, but not limited to, severe and unusual weather, acts of God, war, explosion, riot, acts of civil disobedience or sabotage, strikes or work stoppages, or natural disaster or catastrophe.

10. Transfer.

The IFEC may be transferred and assigned by the Applicant to a new owner of the Property if the City, in its sole discretion, approves the transfer of the IFEC after application by the new owner. For purposes of this section a transfer of the Property shall include any sale of the Property or any lease of more than fifty percent (50%) of the total usable space of the Property for a period longer than five (5) years.

11. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of this Agreement.

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:
FCA US LLC

By:_____

Print:_____

Its:_____

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT.

BY: _____

Print:_____

ITS: _____

THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE MICHIGAN STATE TAX COMMISSION

EXHIBIT A

Application for Industrial Facilities Exemption Certificate

Michigan Department of Treasury
1012 (Rev. 09-17), Page 1 of 4

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and one copy of this form and the required attachments (two complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires one complete set (one original). One copy is retained by the clerk. If you have any questions regarding the completion of this form, call 517-373-3302.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▸ Date Received by Local Unit
STC Use Only	
▸ Application Number	▸ Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▸ 1a. Company Name (Applicant must be the occupant/operator of the facility) FCA US LLC	▸ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3711	
▸ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 2101 Conner Street, Detroit, MI 48214	▸ 1d. City/Township/Village (indicate which) Detroit	▸ 1e. County Wayne
▸ 2. Type of Approval Requested ☒ New (Sec. 2(5)) ☐ Transfer ☐ Speculative Building (Sec. 3(8)) ☐ Rehabilitation (Sec. 3(6)) ☐ Research and Development (Sec. 2(10)) ☐ Increase/Amendment	▸ 3a. School District where facility is located Detroit	▸ 3b. School Code 82010
4. Amount of years requested for exemption (1-12 Years) Twelve (12) years from project completion		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

FCA is contemplating an investment of up to $900 million in the Jefferson North Assembly Plant ("JNAP") for future vehicle production. The project would retool the plant for a new product. The potential product would introduce new technology and content changes to JNAP and increase the complexity of the plant.

6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	▸ 19,635,000.00 Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total	▸ Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	▸ $19,635,000.00 Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements ▸	04/30/2019	12/30/2021	▸ ☒ Owned ☐ Leased
Personal Property Improvements ▸			▸ ☐ Owned ☐ Leased

▸ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☒ Yes ☐ No

▸ 9. No. of existing jobs at this facility that will be retained as a result of this project.	▸ 10. No. of new jobs at this facility expected to create within 2 years of completion. 1,100

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land) _____
b. TV of Personal Property (excluding inventory) _____
c. Total TV _____

▸ 12a. Check the type of District the facility is located in:
☒ Industrial Development District ☐ Plant Rehabilitation District

▸ 12b. Date district was established by local government unit (contact local unit)	▸ 12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name	13b. Telephone Number	13c. Fax Number	13d. E-mail Address
Kevin Scott	(248) 512-3087	(248) 512-5858	kevin.scott@fcagroup.com
14a. Name of Contact Person	14b. Telephone Number	14c. Fax Number	14d. E-mail Address
Jason Cooper	(248) 512-3406	(248) 512-5858	jason.cooper@fcagroup.com
▶ 15a. Name of Company Officer (No Authorized Agents)			
Andrew F. Clouser			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
		(248) 512-5858	04/18/2019
▶ 16a. Mailing Address (Street, City, State, ZIP Code)		16f. Telephone Number	16g. E-mail Address
1000 Chrysler Dr, MC 485-12-30, Auburn Hills, MI 48326		(248) 512-3406	

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit

☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12)

After Completion ☐ Yes ☐ No

☐ Denied (Include Resolution Denying)

16a. Documents Required to be on file with the Local Unit:
Check or Indicate N/A if Not Applicable

- ☐ 1. Notice to the public prior to hearing establishing a district.
- ☐ 2. Notice to taxing authorities of opportunity for a hearing.
- ☐ 3. List of taxing authorities notified for district and application action.
- ☐ 4. Lease Agreement showing applicants tax liability.

16b. The State Tax Commission Requires the following documents be filed for an administratively complete application:
Check or Indicate N/A if Not Applicable

- ☐ 1. Original Application plus attachments, and one complete copy
- ☐ 2. Resolution establishing district
- ☐ 3. Resolution approving/denying application
- ☐ 4. Letter of Agreement (Signed by local unit and applicant)
- ☐ 5. Affidavit of Fees (Signed by local unit and applicant)
- ☐ 6. Building Permit for real improvements if project has already begun
- ☐ 7. Equipment List with dates of beginning of installation
- ☐ 8. Form 3222 (if applicable)
- ☐ 9. Speculative building resolution and affidavits (if applicable)

16c. School Code

17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original of the completed application and all required attachments to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

FCA US LLC (Jefferson North Assembly Plant)
Application for Industrial Facilities Tax Exemption Certificate
Attachment to Line 6a - Cost of land & building improvements

Department	Major	Item Description	Indicated Cost (USD)
BUILDING	PAINT	INDUSTRIAL BUILDING	$ 1,639,000
BUILDING	PAINT	MECHANICAL AND ELECTRICAL	$ 1,291,000
BUILDING	GA	TEST TRACK INDUSTRIAL BUILD	$ 6,875,000
BUILDING	GA	TEST TRACK LAND IMPROVEMENTS	$ 400,000
BUILDING	GA	TEST TRACK MECHANICAL AND ELECTRICAL	$ 4,800,000
BUILDING	QUALITY INCL. CTVV LAB	CTVV INDUSTRIAL BUILD	$ 2,500,000
BUILDING	QUALITY INCL. CTVV LAB	CTVV MECHANICAL AND ELECTRICAL	$ 2,130,000
			$ 19,635,000

EXHIBIT B

Detroit City Council Resolution
Granting the Industrial Facilities Exemption Certificate

Exhibit 1.01(10)
DPD Security Agreement

DETROIT POLICE DEPARTMENT AND FCA US LLC MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of April 26, 2019, by and among the City of Detroit Police Department ("DPD") and FCA US LLC ("FCA"). DPD and FCA are individually referred to as a "Party and jointly as "Parties."

RECITALS

FCA is making a multi-billion dollar investment in the City of Detroit to build an automobile assembly plant. FCA is justly apprehensive that the new facility will be a target for theft of new automobiles and other crimes.

FCA is prepared to pay for DPD to provide full time special protective services in the vicinity of the new facility. This will provide a substantial benefit to the City of Detroit and DPD by increasing the police presence in DPD's 5th precinct without impacting the City's budget.

Now, therefore, the Parties agree as follows:

ARTICLE 1: RESPONSIBILITIES OF FCA

1.01 In consideration of DPD's obligations under Article 2 hereof, FCA will pay the amounts as outlined on Exhibit 1 as a grant for the special protective services identified in section 2.01. Such amounts will be adjusted annually to reflect current personnel costs actually incurred by DPD without markup.

1.02 FCA will pay DPD on a monthly basis after it has been provided reasonable proof and documentation of the special protective services provided by DPD to FCA for the preceding month. FCA shall remit payment within 30 days after receipt of the DPD monthly invoice with reasonable proof and documentation of the services.

1.03

(a) DPD will issue monthly invoices summarizing the special protective services provided and the monthly amounts due from FCA hereunder.

(b) FCA shall have the right to dispute any amounts charged or invoiced by DPD hereunder, by providing written notice of such dispute with a reasonable level of detail to DPD within thirty (30) days of receipt of the applicable invoice. Amounts disputed in good faith will not be due until the dispute is finally resolved between the Parties, provided that any non-disputed amounts will be paid by FCA in accordance with the terms of this MOU. If the parties are not able to informally resolve the dispute within thirty days, the parties will resolve the dispute by submission to binding arbitration. If

the parties cannot agree on an arbitrator within the thirty day period, either party may petition the Wayne County Circuit Court to make the appointment. The arbitrator's award shall be final and binding and judgment may be entered upon such award.

ARTICLE 2: RESPONSIBILITIES OF DPD

2.01 During the term of this MOU (including all renewal terms), DPD will provide full-time special protective services in and around FCA's Mack Avenue and Jefferson North Assembly Plants currently located at 4000 St. Jean Street, Detroit MI 48214 and 2101 Conner Street, Detroit MI 48214, respectively, those properties owned or leased by FCA as of the date of this MOU within the vicinity of the Mack Avenue and Jefferson North Assembly Plants, and those properties to be acquired and/or leased by FCA pursuant to that Agreement for the Development of Mack Assembly Plant between FCA, City of Detroit Brownfield Redevelopment Authority and the City of Detroit dated _____, 2019 (collectively, the "Plants"), as follows: DPD to provide 3 special protective officers and 3 fully marked DPD vehicles per shift, at three (3) 8-hour shifts per day. Officers will provide special protective services in FCA's shipping yards, employee parking lots, and around the Plants (e.g. JNAP, Mack, D2AP, DTE, etc.) based on FCA's needs and current conditions. FCA and DPD will assess the particulars of the special protective services once the Plant construction is completed and also on an ongoing basis during the term of the agreement. The pricing for the services is described on exhibit 1, to be adjusted annually to reflect current personnel costs actually incurred by DPD without markup.

2.02 FCA may, at any time, provide a written request that DPD remove and replace any officer(s) assigned to the Plants to perform the special protective services hereunder. FCA shall provide one or more reasons for the request so as to establish good cause under the applicable collective bargaining agreement. If good cause is shown, DPD will promptly proceed to find and assign a suitable replacement for such officer(s). In the event of any violation of applicable law, negligence, gross negligence or willful misconduct of any officer for which FCA has requested removal from DPD, FCA shall have no obligation to pay for any special protective service costs or fees hereunder with respect to such officer, nor to allow such officer access to the Plants, in each case immediately following notice to DPD of its election to have such officer removed and replaced; provided however, FCA's non-payment remedy shall be limited to special protective service costs and fees for that officer only, and only for services provided within thirty (30) days of FCA's notice requesting removal and replacement of that officer.

2.03 At any time during the term of this MOU (including all renewal terms), FCA may elect to reduce the number of special protective officers and/or the scope of special protective services provided hereunder by DPD by providing written notice of its election to DPD, and the costs due from FCA hereunder will be adjusted downward pro-rata based on the reduction of special protective officers and/or the scope of special protective services, as applicable.

2.04 In the event FCA desires to increase the number of special protective officers and/or the scope of special protective services at the Plants under this MOU, FCA will provide notice to DPD of such desire, and the Parties will discuss and negotiate in good faith the provision of such additional officers and/or services, including the terms and conditions on which

such additional officers and/or services will be provided to FCA, and if agreed the Parties will amend this MOU to include such additional officers and/or services.

ARTICLE 3: TERM AND TERMINATION

3.01 This MOU term is for one (1) year beginning on the Effective Date (defined below) and will automatically renew for successive one (1) year terms absent written notice of termination provided at least forty-five (45) days before the expiration of the initial one year term or any renewal terms. Following such notice, the Parties will comply with the provisions of this MOU until the expiration of the then existing term. Either party can serve such a termination notice for or without cause by providing at least forty-five (45) days' advance written notice to DPD or FCA; provided, however, DPD shall not be entitled to serve such notice within two years after the effective date of this MOU.

ARTICLE 4: INDEPENDENT CONTRACTORS

4.01 DPD and FCA are independent contractors, and nothing in this MOU shall create a joint venture, agency, employment or other legal partnership among the Parties. No Party has the authorization or right to bind any other Party to any obligation without such Party's express written consent. DPD's employees and contract personnel shall, in no way, be deemed to be FCA's employees. DPD will be solely responsible for its employees, agents, and contractors, and, with respect to DPD's employees (including, without limitation, the special protective officers provided by DPD under this Agreement) DPD will be solely responsible at all times for the payment of their compensation, and the provision of benefits, withholding of income taxes, payment and withholding of social security and other payroll taxes and deductions, unemployment insurance, workers' compensation insurance payments, disability benefits and any other benefits or compensation of any kind.

ARTICLE 5: EFFECTIVE DATE

5.01 The Parties acknowledge that this MOU will be submitted to the Detroit City Council as part of the proposed overall development agreement between the City and FCA. This MOU shall not become effective until the development agreement has been approved by City Council and has been fully executed by DPD and FCA. Thereafter, the Parties will cooperate to agree upon and document in writing the date on which the special protective services hereunder will begin ("Effective Date").

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.01 Governing Law. This MOU, including all exhibits and schedules hereto, are governed by, and construed in accordance with, the laws of the State of Michigan, without giving any effect to any conflict of law principles that would result in the application of the laws of a different jurisdiction.

6.02 Amendment; Waiver. This MOU may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. Any of the terms hereof may be waived only by a written document signed by the Party waiving compliance.

6.03 Notices. All notices under this MOU shall be in writing and addressed to the Parties at the addresses set forth below, and will be deemed delivered upon actual receipt by the receiving Party. Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid) or certified mail (in each case, return receipt requested, postage prepaid).

If to City of Detroit Police Department:
Grant Ha, 2nd Deputy Chief
City of Detroit Police Department
1301 Third Avenue, Suite 7S-751
Detroit, MI 48226

With a copy to:
City of Detroit Law Department
Coleman A Young Municipal Center
2 Woodward Ave, suite 500
Detroit, Mi 48226
Attn: Corporation Counsel

If to FCA US LLC:
FCA US LLC
800 Chrysler Drive
CIMS 483-06-12
Auburn Hills, MI 48326
Attention: Head of Security Operations, NAFTA

With a copy to:
FCA US LLC
1000 Chrysler Drive
CIMS 483-14-78
Auburn Hills, MI 48302
Attention: Assistant General Counsel – Corporate Affairs & Real Estate

8.04 Entire Agreement. This MOU, including all exhibits and schedules hereto, constitute the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

8.05 Assignments and Subcontracts. Neither Party will have the right, power, or authority to assign this MOU, or any portion of this MOU, or to delegate or subcontract any of its duties

or obligations arising hereunder, either voluntarily or involuntarily, or by operation of law, without the prior written approval of the other Party.

8.06 Counterparts. This MOU may be executed in counterparts (and with electronic, PDF or photocopy signatures), each of which shall be deemed an original, and all of which together shall constitute one instrument.

Detroit Police Department	FCA US LLC
By:_____	By:_____
Print name:_____	Print name:_____
Its: _____	Its:_____
Date: _____	Date: _____

EXHIBIT 1 – FCA PAYMENTS FOR SPECIAL PROTECTIVE SERVICES - ATTACHED

Exhibit 1.01(12)
Site Preparation Activities

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

General (excluding Parcels 6 and 10)

1. Obtain all necessary permits and approvals for site work included in this Scope of Work, provide copy to FCA that all blight issues are resolved.
2. All removed/demolished materials to be disposed off-site, including any contaminated materials and excavated soils in accordance with all applicable local, state and federal Environmental Laws and to the extent identified for each individual site.
3. Provide barricading, street closures and signage as required.
4. Contractor or DBRA to provide third-party QAQC testing for this Scope of Work.
5. Provide soil erosion and sedimentation control measures to areas of work and adjacent impacted roads. Maintain for the duration of your work. SESC measures to remain in place at completion of your work.
6. Provide City of Detroit, Public Lighting Department, AHJ, and Utility permits and inspections as required.
7. Complete Phase I and II Environmental Site Assessments and any DBRA Environmental Activities, and provide associated documentation to FCA, as appropriate per the requirements of the Development Agreement.
8. Each site shall be turned over at a consistent grade with variance within 3", to apply only to those sites where excavation is being undertaken.
9. Include complete removal and disposal of rubble, debris and impacted fill identified within the top 2 feet below grade, if any, for previously removed or backfilled structures (buildings, houses, garages, etc.) in accordance with all applicable local, state and federal Environmental Laws. Verify locations of previous structures using, but limited to historical aerial photographs.
10. Document pre and post demolition activities to allow for verification of appropriate disposal of all regulated waste associated with building materials and contents, including, but not limited to asbestos and lead based paint.
11. Provide sites clear of trash and debris at turn over.
12. Remove inactive utilities (above and below grade to a depth of 2 feet) to property line providing utility connection point on each property for future tie in.
13. Coordinate with all Utility Companies and ensure all incoming utilities are documented, decommissioned and made safe prior to any activity on site. Ensure proper sign-offs by each Utility Company are completed.
14. Remove any miscellaneous debris and stockpiled soils that are on the surface of the site.

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

15. Document and turn over to FCA any as-built drawings showing work performed, UG utilities remaining, etc.

Parcels 1, 1A, 8, 8A and 8B only

1. Road, sewers and curbs for St Jean road to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Remove and dispose of existing Berms west of St Jean including existing sidewalks, retaining walls, and streets landlocked within limits (any streets within newly established west property lines) in accordance with all applicable local, state and federal Environmental Laws. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 6" of 1" to 3" crushed concrete or stone. Remove topsoil to the extent identified and replace with clean compactable fill.
3. Remove and dispose of electrical and communication feeds back to source along St Jean and any streets that intersect the alley (including all existing poles and bases) in accordance with all applicable local, state and federal Environmental Laws.
4. Remove all brush/trees and any miscellaneous debris from the surface of the site.
5. For each structure (building, houses, garages, etc.) to be removed:
    a. Provide asbestos survey
    b. Arrange with the proper authority to disconnect water
    c. Arrange for disconnect of gas service
    d. Arrange for electrical disconnection
    e. Provide required 10 day notice process prior to demolishing the structure.
6. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
7. Provide compaction testing results for all new fill areas to verify the areas have been properly filled.
8. In Site 8B only, Excavate area for future detention pond as required by engineering plans.

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

Parcels 4 and Part of 3

1. Road, sewers and curbs for Mack Service Road to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 12" of 1" to 3" crushed concrete or stone and an additional 12" of engineered fill (21AA).
3. Remove and dispose of electrical and communication feeds back to source along Mack Service Drive and any streets that intersect the alley in accordance with all applicable local, state and federal Environmental Laws. (Including all existing poles and bases).
4. Remove all brush/trees and any miscellaneous debris from the surface of the site.
5. For each structure (building, houses, garages, etc.) to be removed:
    a. Provide asbestos survey
    b. Arrange with the proper authority to disconnect water
    c. Arrange for disconnect of gas service
    d. Arrange for electrical disconnection
    e. Provide required 10 day notice process prior to demolishing the structure.
6. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor.
7. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
8. Provide compaction testing results for all fill areas to verify the areas have been properly filled.

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

Parcel 7A2

1. Road, sewers and curbs for St Jean to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Cut grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 6" of 1" to 3" crushed concrete or stone and an additional 8" of engineered fill (21AA).
3. Remove all brush/trees and any miscellaneous debris from surface of site.
4. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor.
5. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
6. Provide compaction testing results for all fill areas to verify the areas have been properly filled.

Parcel 7C

1. Road, sewers, and curbs for St Jean and Shoemaker to remain. Inspection and document condition of manholes and sewer infrastructure. Perform cleaning of sewer infrastructure as required. Clean catch basin structures and document condition.
2. Completely demolish existing abandoned building, existing foundations, grade beams, grade walls, pits, trenches, vaults, stack, site walls and site fencing, concrete/asphalt paving or any other obstructions to a depth of two (2) feet below grade in accordance with all applicable local, state and federal Environmental Laws. Document and turn over to FCA prior to property transfer.
3. Removal of all existing utilities servicing existing commercial building:
    a. Disconnect the NG piping to PRV station and remove the UG piping to the mains.
    b. Disconnect the city water piping and cap at the main.
    c. Disconnect the sanitary line and cap at the main.
    d. Demolish all electrical services, branch feeders, feeders, cable tray, conduit, lighting fixtures, fire alarm devices, security system and all other electrical equipment back to the source.
4. Remove any miscellaneous debris and stockpiled soils that are on the surface of the site.
5. Clear/grub all miscellaneous trees/brush.

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

6. Cut final grade 2 feet below adjacent grades compact to 95% modified proctor. Fill area with 12" of 1" to 3" crushed concrete or stone and an additional 12" of engineered fill (21AA).
7. Final Grade Area for future construction, fill to be engineered fill compacted to 95% modified proctor
8. Prior to filling operations in all excavations / utility removals, contractor shall excavate to soils suitable to support anticipated use.
9. Provide compaction-testing results for all fill areas to verify the areas have been properly filled.

Parcel 12 - Conners Creek Power Plant Parcel Only

1. Demolish all site structures to a minimum of 2 feet below existing grade including, but not limited to, former main gatehouse, truck scales, oil loading dock, entire power block, turbine building scale house, crane building, silos, all outlying structures, all ash handling and coal conveyance systems and structures, base for former 5M gallons fuel oil storage tank, WWTP structures and basins.
2. Remove all universal wastes on site including asbestos, chemicals, refrigerants, PCB's, batteries.
3. All basements will be fractured and voids backfilled and compacted with clean fill. An approx. 2:1 slope will be provided around the perimeter to mitigate trip hazards.
4. Bulkhead canals as necessary to facilitate filling.
5. Daylight tunnels and filled with compacted clean fill, which fill will not include brick masonry.
6. Leave 1.5" max diameter gravel or flowable fill suitable for compaction as fill material that will be spread, rolled and compacted on the site.
7. Leave all existing asphalt parking lot and dirt areas as is.
8. DBRA staff to monitor the Demolition Work at regular intervals and with prior notice to DTEE and its demolition contractor.
9. DTEE to include high-level milestones and milestone dates when established by the Contractor.
10. Phase II ESA identified (One) onsite UST. Will address removal, closure, reporting to the extent required by State regulation related to this UST.
11. Vegetation will not be removed unless deemed necessary for ash cleanup.

SCOPE OF WORK FOR CITY OF DETROIT PROPERTIES

Development of Finished vehicle parking - Site 12

1. Design and construct (insert size of lot) finished vehicle parking lot with 4.5" (2" + 2.5") asphalt and 10" compacted 21AA sub-base.
2. Pavement striping shall be 4" wide safety yellow.
3. Install aluminum lighting poles/LED light fixtures and all associated conduit/wiring for operational system and to achieve an average of 5 foot candles.
4. Finished vehicle lot shall have 7' chain link fencing with barbed wire and cable barrier around entire perimeter.
5. Finished vehicle lot shall have interlocking concrete jersey barriers around entire perimeter.
6. Finished vehicle lot shall have a dedicated guard house.
7. Finished vehicle lot shall be equipped with appropriate security infrastructure to support security camera coverage for entire lot, including additional infrastructure for gate controls to be identified by FCA.
8. Provide and implement plan for Site Preparation-related storm water management including all requirements during City phase of work. Storm water Pollution Prevention Plan to be turned over to FCA after acceptance of area and maintained by their construction CM/GC.
9. Concrete loading pad, with dimensions to be provided by FCA.

Subject to prior notice, compliance with safety, insurance or any other requirements of the contractors performing onsite work and in a manner that does not interfere with ongoing work, FCA would be granted access to all properties during site prep activities to perform Geotechnical soils testing, as well as land surveying.

Exhibit 1.01(13)
Sources and Uses of Funds Worksheet

Sources	Amount	Commitment Date	Anticipated Funding Available Date	Milestones Required for Funding	Expenditures
City of Detroit Exit Financing Bonds	$10,000,000	November 2018	December 2018	Funded - $10 million moved to DBRA in Dec.	All Project Costs
City of Detroit Unlimited Tax General Obligation Bonds	$26,000,000	May 2019	May 2019	City Council Approval of Fund Transfer Agreement - 5/14/19 DBRA Board Approval to accept funds - 5/19	All Project Costs
MSF Grant Part I	$15,000,000	May 2019	June 2019	Verification of signed DA w/Company - 5/19 MSF approval - 5/19 Verification of executed purchase agreements on at least 5 properties - 5/19 Documentation that $30M of City Funds have been committed - 6/19	Site Prep Costs, but MEDC may provide flexibility if needed
MSF Grant Part II	$15,000,000	May 2019	June 2019	MSF Approval - 5/19 Documentation that $40M of City Funds & $12M of State MSF Funds have been committed to eligible expenses- 6/19	Site Prep Costs, but MEDC may provide flexibility if needed
Michigan EGLE Grant	$2,000,000	May 2019	May 2019 - $1 million October 2019 - $1 million	EGLE Grant Approval - 12/18 EGLE Workplan Approval - 5/19 DBRA Board Approval - 5/19	Site Prep Costs
Millennium Parking Deck Sale (Currently City Owned)	$7,090,000	May 2019	July 2019	City Council Approval of Sale - 5/19 City Council Approval of Appropriation - 5/19 City Council Approval of Fund Transfer Agreement - 5/19 Transfer of Ownership - 6/19 Receipt of Funds - 6/19	All Project Costs
MSF Investment	$20,000,000	August 2019	September 2019	MSF Approval - 5/19 Complete Brownfield Plan - 4/19 DBRA Board Approval - 5/19 City Council Approval 6/19 MSF Work Plan Approval - 6/19 DBRA Approval for Bond Issuance - 7/19 Issuance of Bonds - 8/19 Documentation that $27 million of the State MSF Funds have been committed - 9/19	Site Prep Costs
City Loan to Detroit Brownfield Redevelopment Auth (DBRA)	$7,500,000	July 2019	August 2019	City Council Approval of Loan - 5/19 City Council Approval of Appropriation - 4/19 [COMPLETE] Complete Brownfield Plan - 5/19 DBRA Board Approval - 5/19 City Council Approval 6/11/19 MSF Work Plan Approval - 6/25/19 DBRA Approval for Loan - 7/19 City CFO Approval to give Loan - 7/19 Issuance of Loan - 8/19	All Project Costs
MSF Grant Part III	$5,000,000	May 2019	February 2020	MSF Approval - 5/19 Documentation that $48M of City Funds and $49.5M of State MSF Funds have been committed - 2/20	Site Prep Costs
	$107,590,000				

Exhibit 1.01(14)
State Incentives Proposal

MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

March 15, 2019

Mr. Michael Manley
Fiat Chrysler Automobiles, US LLC
1000 Chrysler Drive
Auburn Hills, Michigan 48326-2766

Dear Mr. Manley:

Thank you for giving the City of Detroit and the Michigan Economic Development Corporation the opportunity to site Project Peregrine Falcon in Michigan. We believe that Michigan is the best choice for your investment. As you know, in Michigan you will find easy access to a large pool of talented workers; global leadership in manufacturing and innovation; and a world-class network of transportation infrastructure. Following our discussion and receiving a better understanding of the project needs, we are extending the deadline on our proposed incentive package, giving you a new acceptance deadline of **April 15, 2019**. This offer will replace the letter provided on February 14, 2019. In addition, the addendums included in the August 15, 2018 letter remain active.

For your consideration and based on the estimated project parameters of 5,033 jobs created and a $2.8 billion investment, we are pleased to offer an economic development of state and local incentives totaling up to an estimated $159.1 million ($31,604/job). Please see the attached "Incentives Profile for Project Peregrine Falcon" for a more detailed description of the incentives being offered.

It is important to note that this incentive offer includes the Good Jobs for Michigan program and the State Essential Services Assessment exemption, two of Michigan's most competitive tools available with a combined value of $128.8 million.

Additionally, the City of Detroit will be providing:

- Aggressive support for the company's land acquisition needs, and;
- A dedicated City of Detroit project team to ensure all property acquisition activities, permitting and city approvals are completed in a timely manner.

Finally, the MEDC will be working with several state departments, including the Michigan Department of Environmental Quality, the Michigan Department of Transportation and the Talent Investment Agency to ensure your transportation, permitting and talent needs are met.

If you decide to accept the proposed incentives, please sign and date this letter in the space designated below and return it to the MEDC. Your signature constitutes acceptance of the terms and requirements of this proposed incentive package. These incentives remain subject to a business integrity review, background check process, and other general due diligence as may be necessary or required; the results of which may be satisfactory to the MEDC and the Office of the Chief Compliance Officer; and related authorities. The MEDC must receive your written acceptance by **April 15, 2019**; otherwise, these proposed incentives and services may be subject to renegotiation. Upon acceptance, the offer will remain active for 90 days while due diligence is conducted, and the Michigan Strategic Fund Board considers approval.

In summary, the State of Michigan and City of Detroit are committed to supporting Project Peregrine Falcon and we welcome the opportunity to locate your project in Michigan. If you have any questions or concerns, please do not hesitate to contact Christine Roeder directly, either by phone at 248.229.6210 or email roederc@michigan.org. Christine is available to coordinate all aspects of your project.

Sincerely,

Jeff Mason
President and CEO

Attachments

The undersigned agrees to accept the above incentives and services of the MEDC subject to the conditions stated in this letter.

_____ _____

Company Representative Date

Please Return Written Acceptance to the MEDC:

Mail: Attn: Christine Roeder, 300 North Washington Square, Lansing, Michigan 48913
Fax: (517) 335-0198 | **Email:** roederc@michigan.org

Incentives Profile for Project Peregrine Falcon

Incentive	Estimated Values
Michigan Business Development Program	$10,000,000
Good Jobs for Michigan (*10 years*)	$99,000,000
Talent	$6,300,000
PA 198 Property Tax Abatement *(Real Property; 12 years)*	$12,159,000
6 Mill State Education Tax Abatement *(12 years)*	$1,826,000
State Essential Services Assessment (SESA) Exemption *(MACK 2 Plant - 100% for 15 years)*	$18,088,000
State Essential Services Assessment (SESA) Exemption *(JNAP - 100% for 15 years)*	$11,017,000
State Essential Services Assessment (SESA) Exemption *(Warren Stamping Plant - 100% for 5 years)*	$472,000
Alternative State Essential Services Assessment (SESA) Exemption *(Sterling Stamping- 50% for 5 years)*	$200,000
Total Value of Proposed Incentives	**$159,062,000**

Project Assumptions:
$2.8 billion in qualified capital investment and creation of at least 5,033 jobs.

Acceptance of this incentive package is subject to a business integrity review, background check process, and other general due diligence as required, the results of which are satisfactory to the MEDC, the Office of the Chief Compliance Officer, and related authorities.

Proposed incentives are dependent on availability of funds each year through the legislative budget process. Incentive amounts are contingent upon the ability of the project to meet program requirements and are subject to an application review and approval process.

Proposed incentives will vary based on actual site selected.

Proposed package is available until close of business on April 15, 2019.

Programs and Incentives

Financial Programs and Incentives

Good Jobs for Michigan Program

The Michigan Strategic Fund (MSF) Board may authorize State Withholding Tax Capture Revenues of up to 50 or 100 percent for up to five or 10 years under the Good Jobs for Michigan Program (the "Program") for businesses that provide Certified New Jobs in Michigan. The terms (50 or 100 percent; or 5 or 10 years) are dependent upon the average annual wage and the number of certified new jobs created by the Authorized Business.

In order to be eligible for up to a 5 year 50 percent capture, the business must create 500 certified new jobs with wages that are equal or greater than the regional average wage. Projects that result in 3,000 new jobs that pay wages that are equal to or greater than the regional average wage or projects that result in 250 new jobs that pay 125% of the regional wage are eligible for up to 100% capture for up to 10 years.

Michigan Business Development Program

One of the 21st Century Jobs Fund's economic incentive programs in Michigan administered by the MEDC is the Michigan Business Development Program ("MBDP" or "Program"). The MBDP is designed to provide a grant, loan, or other economic assistance to qualified businesses that make qualified investments, create qualified new jobs, or both, in Michigan. While the Program is operated and funded through the Michigan Strategic Fund (MSF), recommendations for awards under the Program are presented by the MEDC to the MSF Board.

Under the program, qualified new jobs are in addition to jobs already located in Michigan.

Any incentive awarded under the Program is contingent upon several factors, including:

(i) submission by the Company of a completed application and all other documentation required under the Program;
(ii) satisfactory community support;
(iii) available MSF funding;
(iv) completion of financial review, business integrity review, required background checks, and other business and legal review, and due diligence as required, and the results of which must be satisfactory to the MEDC, the MSF Board, and as applicable, the Chief Compliance Officer;
(v) approval of an award by the MSF Board; and
(vi) execution of a final agreement between the Company and the MSF Board containing established milestones and reporting requirements, and all other detailed terms and conditions, required by the MSF Board.

Any funds disbursed to the Company will be subject to a repayment provision, including if the jobs are eliminated.

Property Tax Incentives

Property Tax Abatement under PA 198 of 1974

Local units of government have the ability to reduce property taxes on new investment by 50% for manufacturers and high-tech businesses. These abatements can last up to 12 years and can provide relief on both real and personal property taxes. The local unit of government is responsible for approving these abatements and their duration.

State Essential Services Assessment Exemption Program

The State Essential Services Assessment (SESA) is required for manufacturers that do not pay personal property tax on eligible manufacturing personal property. In certain circumstances, the MSF Board may choose to exempt or reduce the SESA for highly competitive projects that create jobs and/or private investment in Michigan through the SESA Exemption Program. This program can eliminate the SESA requirement for up to 15 years.

State Education Tax Abatement

The MEDC can abate half or all of the 6-mill State Education Tax on new investment when the project presents significant economic benefits to Michigan, and when the project receives a property tax abatement under PA 198 of 1974.

Workforce Development

The MEDC is ready and able to provide an extensive workforce development package through our Talent Enhancement program. Talent Enhancement services are coordinated by a designated Talent Advisor that specializes in your industry that will work closely with the leadership team of your company to create and implement a custom Talent Enhancement strategy. Your Advisor will integrate programs to attract, train, and retain key talent for the success of your business.

Exhibit 2.01(N)
Storm Water Management

PEA Project Number: 2018-137

MACK/JNAP CONCEPTUAL DRAINAGE PRACTICES					
Tributary Area	**Area (Acre)**	**Proposed Practice**	**Proposed Volume Detained (cuft)**	**Proposed Discharge Rate (cfs)**	**Notes**
A	2.5	Combined underground detention is proposed for areas A and B in the berm on the west side of St. Jean. This detention will also provide storage for the existing St. Jean roadway.	9,075	0.38	Proposed underground stormwater storage will provide detention greater than that of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre. Additionally, St. Jean has no detention in the existing condition and this area will be collected and routed through the proposed underground storage system.
B	9		50,925	1.35	
C	24	Paint Shop Roof Detention combined with underground detention on site constructed in the trailer marshalling area at the South entrance and enlarged storm sewer utilized to pick up roof drains from the Paint Shop.	90,000	3.6	Proposed roof/underground stormwater storage will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.
D	18.5	Based upon an anticipated schedule of 48 vehicles per hour, the Paint Shop water usage will be approximately 48,000 gallons or 6416 CF per hour. For each 1000 gallons of water used, 750 gallons will be re-used and 250 gallons will discharge to the City sewers. This re-use of water will significantly reduce the amount of water used on daily basis and will be drawn from the storm harvesting while water is availaibe. When water is not available, it will be drawn from the municipal system.	75,000	2.78	The proposed re-use system has the potential to reduce the discharge to the City system by Millions of gallons per month. Proposed storage will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.
E	5.9	Approximately 9 East Jordan No. 5000 throttled CB covers. Average depth of 1 inch of storage.	21,417	0.88 Max.	The proposed practice of installing throttled catch basin covers will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.
F	9	100 year event detention in proposed pond on the west side of St. Jean.	105,750	1.35	The proposed practice will detain a volume greater than the 100 year storm event in the proposed detention basin and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre. The additional volume provided in this basin has the potential to be used by the City in the future.
G	14.2		166,850	2.13	
H	8.6	Detention provided in Existing Pond	101,050	1.29	The existing pond is compliant as it provides detention for the 100 year storm event.
J	8.3	Approximately 16 East Jordan No. 5000 throttled catch basin covers. Average depth of 1 inch of storage.	30,129	1.24 Max.	The proposed practice of installing throttled catch basin covers will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.
K	13.6	Temporary Contractor Parking - No Detention proposed.	N/A	N/A	This area will be used for temporary contractor parking during construction. During final project completion, FCA will provide topsoil and seed to restore the area to a pervious grass surface. Since this is a temporary parking lot and the surface will be restored to grass, not detention is anticipated for this area.

North Conceptual Plan

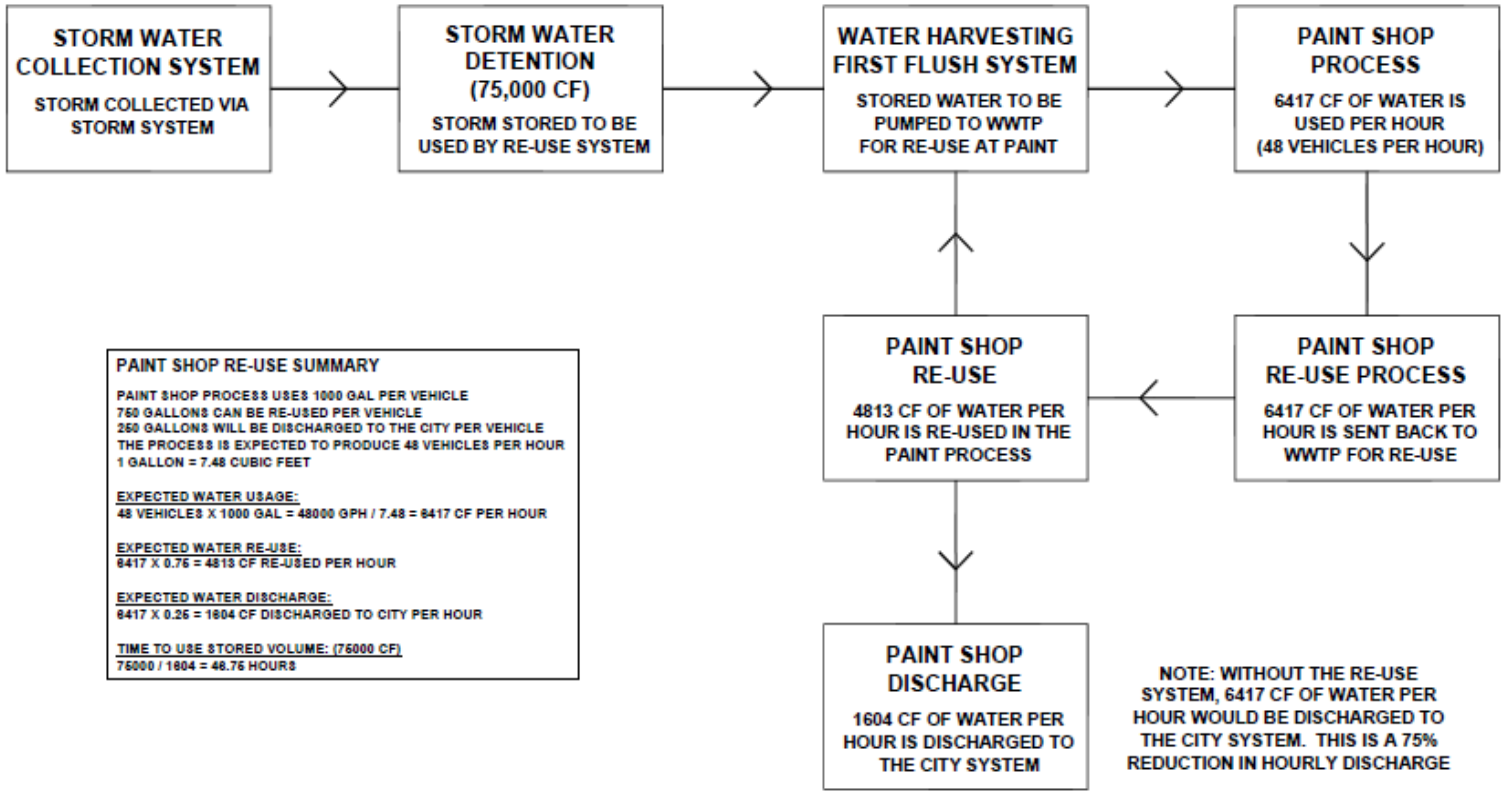
Hydrograph Description	Area (Acre)	Hyd. No.	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Reg. Volume (cf)	11,750 cf/Imp.Acre 3,541 cf/imp. Acre
A - NATURAL STATE	2.5	1	4.06	5	755	30,576	29,375	100 Year
A- PROPOSED		2	8.90	5	730	38,865	8,853	2 Year
VOLUME DIFFERENCE						8,289	9,075	90th percentile
B- NATURAL STATE	9	3	15.37	2	756	108,987	105,750	100 Year
B- PROPOSED		4	33.01	2	730	145,510	31,869	2 Year
VOLUME DIFFERENCE						36,523	32,670	90th percentile
C- NATURAL STATE	24	5	40.99	2	756	290,632	282,000	100 Year
C- PROPOSED		6	88.04	2	730	388,027	84,984	2 Year
VOLUME DIFFRENCE						97,395	87,120	90th percentile
D- NATURAL STATE	18.5	7	31.60	2	756	224,029	217,375	100 Year
D- PROPOSED		8	67.86	2	730	299,104	65,509	2 Year
VOLUME DIFFERENCE						75,075	67,155	90th percentile
E- NATURAL STATE	5.9	9	10.08	2	756	71,447	69,325	100 Year
E- PROPOSED		10	21.64	2	730	95,390	20,892	2 Year
VOLUME DIFFERENCE						23,943	21,417	90th percentile
K- NATURAL STATE	13.6	19	22.11	5	755	166,333	159,800	100 Year
K- PROPOSED		20	48.40	5	730	211,425	48,158	2 Year
VOLUME DIFFERENCE						45,092	49,368	90th percentile
Total North Natural State	73.5					892,004	863,625	100 Year
Total North Proposed State						1,178,321	260,264	2 Year
TOTAL NORTH VOLUME DIFFERENCE						286,317	240,125	90th percentile

South Conceptual Plan

F- NATURAL STATE	9	11	15.37	2	756	108,987	105,750	100 Year
F- PROPOSED		12	33.01	2	730	145,510	31,869	2 Year
VOLUME DIFFERENCE						36,523	32,670	90th percentile
G- NATURAL STATE	14.2	13	24.25	2	756	171,957	166,850	100 Year
G- PROPOSED		14	52.09	2	730	229,583	50,282	2 Year
VOLUME DIFFERENCE						57,626	51,546	90th percentile
H- NATURAL STATE	8.6	15	14.69	2	756	104,143	101,050	100 Year
H- PROPOSED		16	18.99	2	754	143,722	30,453	2 Year
VOLUME DIFFERENCE						39,579	31,218	90th percentile
J- NATURAL STATE	8.3	17	14.18	2	756	100,510	97,525	100 Year
J- PROPOSED		18	30.45	2	730	134,193	29,390	2 Year
VOLUME DIFFERENCE						33,683	30,129	90th percentile
Total South Natural State	40.1					485,597	471,175	100 Year
Total South Proposed State						653,008	141,994	2 Year
TOTAL SOUTH VOLUME DIFFERENCE						167,411	145,563	90th percentile

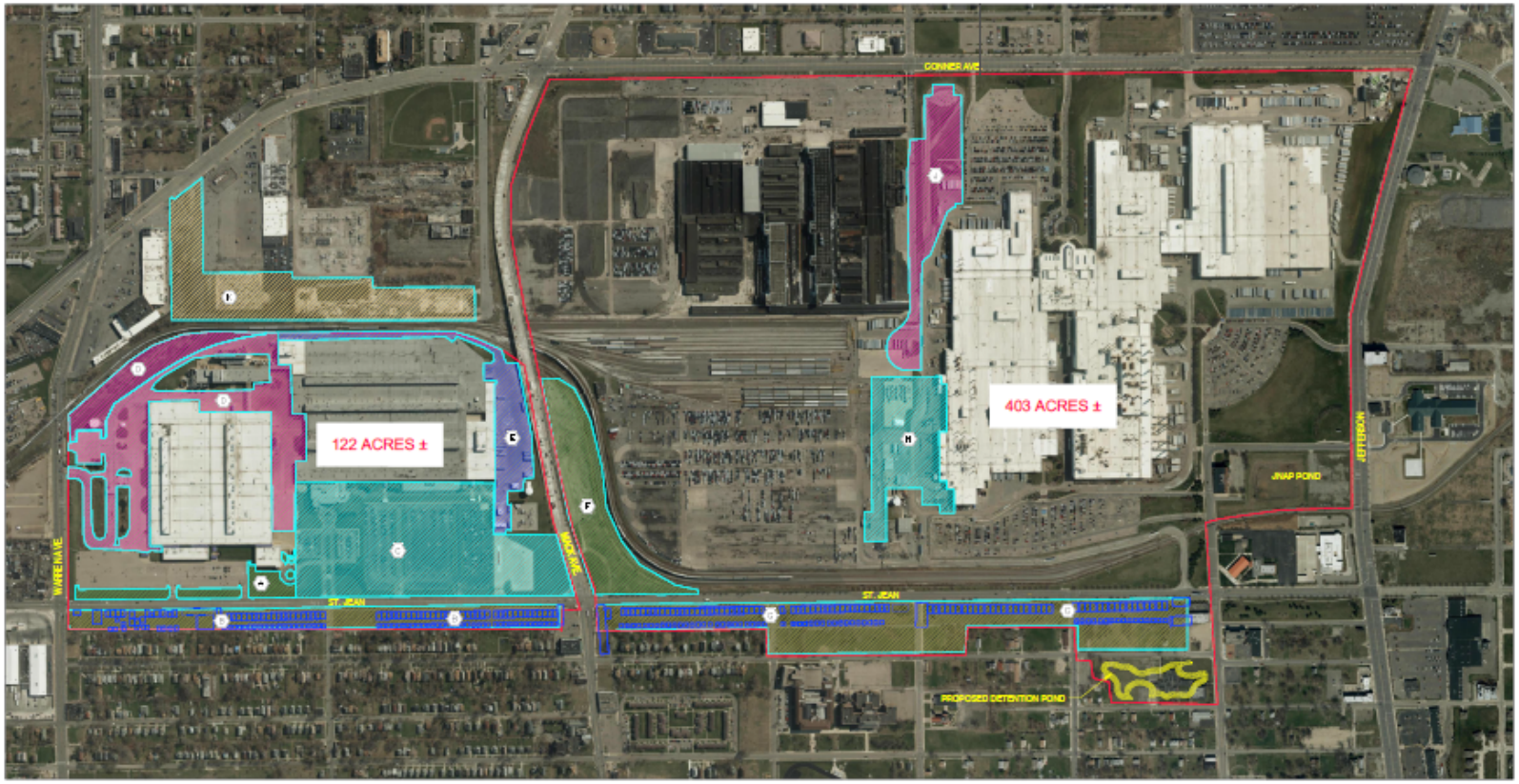
TOTAL NORTH AND SOUTH

TOTAL NORTH AND SOUTH	Total Volume Diff.=	453,728	1,334,800	Total 100 year
			402,258	Total 2 Year
			385,688	90th percentile



04-10-19

STORM RE-USE FLOWCHART



MACK WORK AREAS

- (A) 2.5 ACRES
- (B) 9 ACRES
- (C) 24 ACRES
- (D) 18.5 ACRES
- (E) 5.9 ACRES
- (I) 13.6 ACRES

JNAP WORK AREAS

- (F) 9 ACRES
- (G) 14.2 ACRES
- (H) 8.6 ACRES
- (J) 8.3 ACRES

MACK/JNAP COMBINED CONCEPTUAL DRAINAGE PLAN

GRAPHIC SCALE

04-10-19

PEA

Civil Engineers | Land Surveyors | Landscape Architects
experienced, responsive, passion for quality
Corporate Office: 2430 Rochester Court • Suite 100 • Troy, MI 48083
T: 248.689.9090 • F: 248.689.1044 • www.peainc.com

Memo

To: Lisa Wallick, PE

From: Steven Sorensen, PE

Date: 4-10-19

Re: FCA – D2AP Storm water Alternative Compliance Justification

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Ms. Wallick-

PEA has been working with FCA for the better part of the last year to bring the D2AP project to life and to begin to understand the complexity of converting an existing engine plant to a fully functional assembly plant in a short timeframe while the existing engine plant remains operational. Design of this project was started in May of 2018, well before the new DWSD Stormwater ordinance was in effect. Even though the project was started before the ordinance took effect, FCA has committed to working with the City to propose a Stormwater management system that follows the City ordinance with the understanding that a fully compliant plan may not be possible for an existing industrial site such as this. Over the course of the past few months PEA and DWSD have discussed stormwater management and the struggles to prepare a compliant plan in accordance with the recently adopted DWSD Stormwater ordinance. Many issues have effect on what stormwater practices cannot be utilized with this project and what types of stormwater practices can be utilized. Cost, Schedule, Lack of Greenspace and existing utility conflicts at an operational plant combined with the presence of contaminated soils both on-site and off-site in the areas that are being acquired form the City of Detroit make this proposed stormwater plan difficult to say the least. These discussions have led us to the point that we are prepared to present an overview of how we propose to provide stormwater management for this project. The Impacted areas are established on the documents submitted and identify areas associated with the former MACK and JNAP plants. The purpose of this memo is to document the justification for alternative compliance with ordinance requirements based on the many factors that limit our ability to provide a fully compliant plan. Areas with similar justification have been grouped together for efficiency.

The following are concerns that affect all Areas:

Environmental Concerns:

This site and much of the surrounding area have seen industrial use for many years even before FCA built the existing MACK and JNAP facilities. Off-site areas of work were once occupied by residential subdivisions that have since been demolished below grade. In both areas there are known environmental contamination issues that exist today and due to the timing of the project and potential financial impacts need to be avoided at all costs.

Disturbing these areas and removing contaminated materials is very costly. In addition to the cost to remove the materials, there are additional fees required to dump known contaminated materials at a landfill that is willing to accept the material. The costs are typically $175 per truck. Considering that the amount of material

that is contaminated is unknown, the financial impact to the project could be staggering. For example, if there were roughly 100,000 CY of contaminated material to be dumped, that would be roughly 1000 trips to dump the contaminated material. This would result in approximately $1,750,000 of additional fees and no way to know if there could be more contaminated material to be encountered as the project progresses.
Additionally, the City has already documented finding contaminated material within the existing St. Jean berm area and are awaiting confirmation of the material. This is the area that was formally occupied by the residential subdivision. It is understood that when the houses were demolished, much of the demolished debris was left in the basement and backfilled. If FCA is required to disturb these basements to install more storm water detention, there is no way to know what material will be found and what additional remediation will be required in order to complete the project. This would be cost prohibitive to the project and would cause undue schedule hardship.

Infiltration into all project areas is not a recommended alternative due to the potential of mobilizing highly contaminated materials. If infiltration was utilized as a stormwater management technique and contaminants became mobilized, FCA and/or the City could be associated with a contaminant release which could result in significant liability concerns.

Economic Impact of Schedule Delay:

The unknown challenges of the environmental concerns mentioned previously, could greatly impact the delivery schedule and the ability of FCA to produce vehicles at this new plant within the established timeframe. Additionally, the challenge of applying the new storm water ordinance to an existing plant that will still remain in operation for a number of months as construction is started is that there are a number of utilities that must remain active for the plant to continue operation. Constructing new 100-year detention facilities within the confines of a fully developed plant with extensive infrastructure would require relocation of utilities as well as the potential disruption to operations in order to accommodate these new facilities. Relocating utilities may require the plant to be shut down to accommodate the relocation, or worse yet result in an accident that disturbed a vital utility that could potentially shut the plant down unexpectedly. Whether the shutdown affected the currently operating MACK 1 facility or delayed the schedule and production for the new D2AP facility, these delays would result in the financial impact of Millions of dollars lost for each day the facility is not operational. This is simply a risk that is too great to contemplate.

Fee in Lieu Alternative:

In our discussions, the topic of paying a fee in Lieu of providing a storm water management system was discussed. With this alternative, the amount of storage required for the 90th percentile storm would be calculated and a fee equal to $8 per gallon of storage would be paid to the City and the City could construct storm water facilities on a separate parcel. Excluding Areas H and K which are either utilizing existing detention or are committed to being temporary and restored to pervious grass surface, the amount of storage that would be constructed by the City on an alternate site would be 331,782 CF. This volume is equal to 2.48 Million Gallons and would have required a fee of $19.85 Million be paid to the City and storm water detention would be provided remotely from the project site. The FCA proposal maximizes detention where possible and as planned will provide at a minimum a volume of 549,146 CF. This exceeds the volume that the City would have constructed on their own by approximately 120,000 CF and provides detention on site where it can provide the most relief to the City sewer system, versus constructing these facilities at a remote location.

Breakdown of Justifications by Area:

Areas A and B
The City is currently working on preparing this area for use by FCA as an employee parking lot. This is the area that was formally occupied by the residential subdivision. It is understood that when the houses were demolished, much of the demolished debris was left in the basement and backfilled. If FCA is required to disturb these basements to install more storm water detention, there is no way to know what material will be

found and what additional remediation will be required in order to complete the project. This would be cost prohibitive to the project and would cause undue schedule hardship. In addition to the environmental unknowns, excavating through existing basement walls is time consuming and more costly than standard excavations. Limiting the excavation area is the only way to ensure that additional contaminated soils do not get exposed and that the project can stay on schedule. Infiltration is not being proposed per the concerns identified early in this memo. Proposed underground stormwater storage will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Area C
As mentioned previously, relocation of utilities and the potential for shut downs that could potentially affect the schedule are the biggest concerns with Area C in addition to the environmental concerns that affect the entire site. During early discussions, a siphonic roof system was contemplated that may have provided more storage than what is being proposed. That is no longer an option and alternative designs are being proposed. A portion of the provided volume will be stored on the roof with the remainder of the 90th percentile storm to be detained on site in two locations. Due to a lack of green space, the proposed site detention will be provided underground and will be realized by utilizing over-sized pipe to collect the roof conductors of the new paint shop and underground detention located in the area of the new trailer marshalling lot to be constructed near the South entrance. Proposed roof/underground stormwater storage will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Area D
The environmental and utility infrastructure issues listed above also affect Area D. A storm water re-use system is being proposed as a benefit to the City and to FCA. This area currently has a containment system that pumps 3 different areas to be treated at the WWTP on site. The pumps will be replaced and additional detention will be constructed to supply a source of water for the proposed storm water re-use system. (See flow chart submitted for reference.) Typical water usage at the paint shop will anticipate requiring 1000 gallons of water per vehicle produced. It is anticipated that the re-use system will be able to re-use 75% of the water in the system continually and discharge only 25% of the water used in the process. The proposed re-use system has the potential to reduce the discharge to the City system by Millions of gallons per month. Proposed storage will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Area E
As mentioned previously, relocation of utilities and the potential for shut downs that could potentially affect the schedule are the biggest concerns with Area E in addition to the environmental concerns that affect the entire site. This portion of the site must remain operational for MACK 1 to continue production and once construction starts as a means of access through the South gate. Due to a lack of green space and the inability to capture storm water from existing utilities that are more than 18 feet deep, the proposed alternative compliance practice of installing throttled catch basin covers will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Areas F and G
Environmental concerns addressed above have an effect on these areas, therefore infiltration will not be utilized as a storm water management technique. These areas are not as restricted by existing infrastructure as some of the other areas and the proposed storm water management for this area anticipates utilizing 100-year storm detention within a detention pond proposed along St. Jean. The proposed alternative compliance practice will detain the 100-year storm event in the proposed detention basin and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Area H
This area is currently serviced by an existing detention pond that was constructed on the South side of JNAP. The pond services more than 80 acres of the JNAP property and there is not anticipated change to the

Impervious area, as this area is already impervious. This area is not included within the fee in lieu calculations as it is already in compliance with the storm water ordinance with 100-year detention provided.

Area J
The environmental and utility infrastructure issues listed above also affect Area D. Additional contamination issues and an existing slurry containment wall are also present in this area making full compliance even more difficult. Since the area is primarily used for trucking, surface storage seems to be the most appropriate technique to handle storm water management in this area. The proposed alternative compliance practice of installing throttled catch basin covers will provide detention of the 90th percentile storm and limit discharge to the ordinance mandated 0.15 cubic feet per second per acre.

Area K
This area will be used for temporary contractor parking during construction. The City will remove the existing pavement and floor slabs and provide a gravel section comprised of 1x3 and 21AA to park on during construction. During final project completion, FCA will provide topsoil and seed to restore the area to a pervious grass surface. Since this is a temporary parking lot and the surface will be restored to grass, not detention is anticipated for this area.

In conclusion, applying the new storm water ordinance to an existing operational plant at first seemed to be an impossible task. But through our conversations and the ability to come up with creative solutions, FCA is providing a greater benefit to the City by providing approximately 120,000 CF more storage than would have been provided if FCA has simply accepted the fee in lieu alternative to storm water management. FCA is providing 100-year detention in areas where it is feasible and utilizing creative storm water re-use techniques for the benefit of both FCA and the City.

Please feel free to contact me directly if you have any questions, or need any additional information.

Sincerely,

PEA, Inc.

Steven A. Sorensen, PE
Director of Engineering - Troy

Exhibit 3.03(a)
Grant of Rights Instrument

THIS GRANT OF RIGHTS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2019 between FCA US LLC, a Delaware limited liability company ("FCA"), whose address is 1000 Chrysler Drive, Auburn Hills, Michigan 48326, and the City of Detroit Brownfield Redevelopment Authority, a Michigan municipal corporation ("DBRA"), whose address is 500 Griswold Street, Suite 2200, Detroit, Michigan 48226.

RECITALS:

WHEREAS, FCA and DBRA are parties to that certain Agreement for the Development of Mack Assembly Plant dated May ____, 2019 (the "Development Agreement" or "DA") pursuant to which the DBRA has committed to acquire and convey certain properties located in the City of Detroit, Wayne County, Michigan to FCA for use by FCA as part of the Mack Assembly Plant; and

WHEREAS, in connection with the DA, the DBRA entered into an agreement for the purchase of land (the "Property PSA") with _____ (the "Owner") more particularly described on the attached Exhibit "A" incorporated herein by reference (the "Property"), which DBRA is obligated pursuant to the DA to convey to FCA; and

WHEREAS, on even date herewith, the DBRA has directed the Owner of the Property to convey directly to FCA title to the Property by covenant deed pursuant to the terms of the DA, it being agreed that the purchase price for the Property has been paid by the DBRA; and

WHEREAS, pursuant to the DA, FCA has agreed that, upon the failure of FCA to satisfy certain conditions and/or obligations as stated in the DA, the DBRA shall have the right to reacquire title to properties conveyed to FCA by the DBRA which, in connection with certain other conveyances by the DBRA directly to FCA, shall be effected pursuant to a reverter provision in the vesting deed; and

WHEREAS, so as to grant the DBRA the same remedies as the DBRA has with respect to those properties that are conveyed directly to FCA by the DBRA, the DA obligates FCA to execute and deliver to the DBRA this Agreement so as to evidence the reconveyance remedy provided to DBRA in the DA in the event a Project Default occurred, as determined solely in accordance with and pursuant to the terms of Section 13.10 of the DA; and

WHEREAS the parties wish to execute and record this Agreement for purposes of implementing the terms and conditions of the DA as it relates to the rights and remedies of the DBRA as set forth in the DA in and to the Property.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged and with the intent to be legally bound, the parties hereto agree as follows:

1. Recitals. The parties acknowledge that the Recitals above-referenced are true, correct and complete and otherwise incorporated herein by reference. All capitalized terms used

herein which are not otherwise defined, shall have the meanings given them in the Development Agreement.

2. Grant. In the event a Project Default has occurred, as determined by a final, binding, non-appealable determination made solely in accordance with the terms of Section 13.10(b) of the DA and the recordation by the arbitrator (at the direction and prior written consent of the DBRA) of Notice, as to arbitrator's determination of Project Default (the "Notice of Determination of Project Default"), all right, title and interest of FCA in and to the Property and any successor in interest to Grantee in and to the Property shall upon recordation of the Notice of Determination of Project Default be automatically transferred to the DBRA such that the DBRA shall then hold fee simple absolute title in and to the Property subject to the terms and conditions of the Development Agreement. It is further acknowledged that the DBRA may, in its sole and absolute discretion, elect to waive the DBRA's reconveyance rights hereunder at any time for any reason by the recording of its affidavit expressly waiving such rights granted to it in this Agreement at any time prior to affecting such reconveyance of the title.

3. Acknowledgements. FCA acknowledges that the conveyance and transfer of title to FCA of the Property by the Owner pursuant to the terms and conditions of the Property PSA shall be construed and interpreted as a conveyance of a fee simple determinable interest in and to the Property which ownership interest shall be subject to the terms of this Agreement. The rights granted to DBRA are acknowledged to be an estate in expectancy pursuant to MCLA 554.9 and a future estate pursuant to MCLA 554.10. Prior to the Termination, the interest held by the DBRA pursuant to the terms hereof shall be deemed a contingent future estate and upon the occurrence of a Project Default shall be a vested future estate pursuant to MCLA 554.13

4. Restrictions. Upon a Project Default, as determined in accordance with the terms of Section 2 above, and the recordation of the Notice of Determination of Project Default in accordance with the terms of Section 2 above, title to the Property shall automatically and without the need to record any further instrument be conveyed to the DBRA free and clear of any lien created or caused by FCA or its parents or subsidiaries, or their mortgagees (hereinafter, a "FCA Party") and any deed restriction relative to use created or caused by a FCA Party. In the event any recorded lien created or caused by a FCA Party, or any deed restriction relative to use created or caused by a FCA Party, remains of record at the time of reconveyance, FCA shall promptly (and no later than 30 business days from and after the date of reconveyance) cause all such liens and all such restrictions to be removed of record from the title at its sole cost and expense which obligation shall survive the reconveyance to the DBRA. Upon the issuance of a Certificate of Completion by the DBRA pursuant to the DA and FCA's recordation of a copy of the Certificate of Completion, this Agreement and all right, title and interest granted herein to DBRA and its successors and assigns hereby shall automatically terminate, without any other action required of either FCA and/or DBRA or any of its successors or assigns.

5. Project Default. Upon recordation of the Notice of Determination of Project Default by the arbitrator, FCA agrees upon request to promptly execute and deliver to DBRA such documents in such form and content as are reasonably necessary to effect and implement the terms and conditions of this Agreement, including but not limited to, any instruments of conveyance, all of which shall be in recordable form and which shall be provided at no additional expense to FCA.

The terms and conditions of this Agreement shall constitute a covenant running with the land and shall benefit the DBRA and its successors and assigns, subject to the terms of Section 6 below.

6. Termination. Upon the issuance of a Certificate of Completion and the recording of same by FCA (the "Termination"), this Agreement and the rights granted to the DBRA and its successors and assigns hereunder and under the DA with respect to this Agreement shall cease and expire as to the lands described herein and FCA shall thereafter hold fee simple absolute title to all of the lands free and clear of the interest of the DBRA and its successors and assigns.

7. Notices. Any notice required to be given hereunder will be in writing and will be deemed to have been given when delivered personally, sent by nationally-recognized overnight courier, or mailed by certified or registered mail, return receipt requested, and postage prepaid, to the recipient. Such notices, demands and other communications will be sent as follows:

(a) If to DBRA:

City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
Attention: General Counsel

With a copy to:

Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

(b) If to FCA:

FCA US LLC
1000 Chrysler Drive, CIMS 485-14-23
Auburn Hills, Michigan 48326-2766
Attention: Office of the General Counsel

With a copy to:

FCA US LLC
1000 Chrysler Drive, CIMS
Auburn Hills, Michigan 48326-2766
Attention: Director-Government Affairs

With a copy to:

FCA US LLC
1000 Chrysler Drive, CIMS 485-12-78
Auburn Hills, Michigan 48326-2766
Attention: Manager-Corporate Real Estate

or in any of the foregoing cases to such other address as such party may hereafter specify for such purpose by Notice to the other parties referred to above. All notices shall be deemed given on the day of mailing.

8. Negotiations. DBRA and FCA have participated jointly in the negotiation, review, documentation and preparation of this Agreement and, accordingly, in the event of any ambiguity or question of intent or interpretation, this Agreement shall be construed as if prepared jointly by DBRA and FCA and no presumptions or burdens of proof shall arise in favor or disfavor of either DBRA or FCA by virtue of the authorship of any of the provisions hereof.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

10. Headings. The paragraph headings of the paragraphs of this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

11. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the Michigan state courts and the federal and state courts located in Wayne County, Michigan.

12. Counterparts; Effectiveness. This Agreement and any amendments, waivers, consents or supplements may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals. This Agreement shall become effective as of the Effective Date.

13. Time of Essence. Time is of the essence of this Agreement.

14. Entire Agreement. This Agreement, including all Exhibits and other documents attached hereto, shall constitute the entire agreement of DBRA and FCA with respect to the subject matter hereof and supersede all other understandings, oral or written, with respect to the subject matter hereof. To the extent there is any conflict between the terms contained in this Agreement and any Exhibit attached hereto, the terms of this Agreement shall control, govern and supersede any such conflicting provision in the Exhibit.

15. Saturdays, Sundays and Holidays. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that Notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the Notice or performance or payment shall be the next following business day.

IN WITNESS WHEREOF, DBRA and FCA have duly executed this Agreement as of the date first above written.

FCA US LLC

By:_____
Name:_____
Its:_____

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

By:_____
Name:_____
Its:_____

By:_____
Name:_____
Its:_____

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me personally appeared _____, _____ of FCA US LLC, a Delaware limited liability company, to me known to be the person described in and who executed the foregoing instrument and acknowledged that (he) (she) executed the same as _____ of FCA US LLC on behalf of said entity.

_____
Notary Public
_____ County, Michigan
My Commission Expires:_____
Acting in _____ County

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me personally appeared _____, _____ of City of Detroit Brownfield Redevelopment Authority, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that (he) (she) executed the same as _____ of the DBRA on behalf of said entity.

_____
Notary Public
_____ County, Michigan
My Commission Expires:_____
Acting in _____ County

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

On this ____ day of _____, 2019, before me personally appeared _____, _____ of City of Detroit Brownfield Redevelopment Authority, a Michigan municipal corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that (he) (she) executed the same as _____ of the DBRA on behalf of said entity.

_____
Notary Public
_____ County, Michigan
My Commission Expires:_____
Acting in _____ County

DRAFTED BY:
Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

Send subsequent tax bills to: Grantee
Recording Fee: $_____

WHEN RECORDED RETURN TO:
_____
_____
_____

EXHIBIT A

THE PROPERTY

Exhibit 3.10
Early Start Agreement

THIS EARLY START AGREEMENT (this "**Agreement**") is made and entered into as of this ____ day of _____, 20___, by and between the CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate ("**DBRA**"), and FCA US LLC, a Delaware limited liability company ("**FCA**").

RECITALS:

A. DBRA owns that certain real property located in the City of Detroit, County of Wayne, State of Michigan, as particularly described on the attached Exhibit A (the "**Property**").

B. FCA, DBRA, and the City of Detroit (the "**City**") are parties to that certain Agreement for the Development of Mack Assembly Plant, dated as of _____ __, 2019 (the "**Development Agreement**"). All capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meaning ascribed to such term in the Development Agreement.

C. FCA desires access to the Property to complete certain site work and infrastructure work prior to Closing on the Property pursuant to the Development Agreement (the "**Pre-Closing Work**"), which Pre-Closing Work is more fully described on Exhibit B attached hereto, and DBRA has agreed that FCA access the Property to complete the Pre-Closing Work on the terms and conditions set forth in this Agreement.

D. The parties concur that it is desirable for FCA to commence the Pre-Closing Work immediately and to coordinate with DBRA with respect to same.

E. Pursuant to the terms of Section 3.10 of the Development Agreement, FCA may commence construction activities prior to Closing with DBRA's written consent, and DBRA desires to enter into this Agreement to evidence its written consent to FCA's access to the Property and performance and completion of the Pre-Closing Work thereon on the terms set forth in this Agreement.

In consideration of the foregoing recitals and underlying promises, which both parties agree to be good and valuable consideration, the parties agree as follows:

1. The above recitals are incorporated herein and made a part of this Agreement. Subject to the terms and conditions of this Agreement, FCA and any representative, employee, agent, contractor and/or subcontractor of FCA (collectively, the "**Grantee Parties**") shall have the right, during the term hereof set forth in Section 7 below, to enter onto the Property for the purposes of performing the Pre-Closing Work. All Pre-Closing Work performed under this Agreement shall be conducted pursuant to (i) the terms and conditions of this Agreement, and (ii) the terms and conditions of any easements, environmental covenants of record and/or due care obligations of DBRA, FCA and Grantee Parties, as applicable to the Property, in each case to the extent FCA has been notified in writing of the same by DBRA prior to the commencement of the Pre-Closing Work.

2. FCA shall meet or confer with DBRA to inform DBRA of the status of the Pre-Closing Work consistent with the requirements set forth in third (3rd) paragraph of Section 3.04(e) of the Development Agreement. DBRA shall have the right to review and approve the design and location of any installations to be made as part of the Pre-Closing Work, which approval shall not be unreasonably withheld, prior to FCA conducting any construction activities relative thereto. Prior to execution of the Third Party Agreement (as hereinafter defined), FCA shall provide to DBRA a copy of any contract, work order or other agreement (each a "**Third Party Agreement**") which FCA intends to execute in furtherance of this Agreement, which shall contain such commercially reasonable terms and general conditions as may be reasonably required by DBRA, and shall provide DBRA a minimum of three (3) business days to review and comment on the Third Party Agreement to ensure conformance herewith. FCA shall further require its contractor to obtain payment and performance bonds in the amount of 100% of the cost(s) of any Pre-Closing Work under said Third Party Agreement(s) and include DBRA as an additional obligee thereunder.

3. FCA shall not permit any construction liens to be recorded on or against the Property as a result of its activities or the activities of the Grantee Parties under this Agreement, and in the event any such construction liens are recorded, FCA shall, at its sole cost, promptly after being notified of any such construction liens bond over and discharge same and shall indemnify, defend, and hold harmless DBRA and the City relative thereto, which indemnity shall survive the termination, expiration, or cancellation of this Agreement. FCA shall furnish (or caused to be furnished) sworn statements and unconditional waivers of liens from each contractor or subcontractor who performs any work at, or provides services or materials to the Property in connection with the Pre-Closing Work, and deliver the same to DBRA at or prior to the Closing or completion of the Pre-Closing Work, whichever occurs later.

4. Before FCA or the Grantee Parties enter the Property pursuant to this Agreement, FCA shall: (a) provide and cause its contractors and subcontractors to provide evidence of the following insurance with insurance companies that maintain a minimum A.M. Best Rating of A-:VII: (i) General Liability including contractual liability and products and completed operations for the activities undertaken by or on behalf of FCA or the Grantee Parties and performed at, on, around or under the Property pursuant to this Agreement in the minimum amount of Five Million Dollars ($5,000,000.00) per occurrence, (ii) automobile liability for any owned, hired or non-owned vehicles for a minimum limit of Five Million Dollars ($5,000,000.00), (iii) workers' compensation in compliance with applicable state statutes and employer's liability insurance with a minimum limit of One Million Dollars ($1,000,000.00), and (iv) Contractor's Pollution Liability insurance with a minimum limit of Five Million Dollars ($5,000,000.00); (b) provide at least three (3) business days' prior written notice to DBRA as specified in Section 12 below; (c) provide a list identifying all Grantee Parties who will enter the Property on behalf of FCA; and (d) be financially responsible for any deductibles, self-insured portions, retentions, immunity limitations, premiums or uninsured or excess amounts. Each policy required herein shall: 1) be primary without contribution from any similar insurance maintained by DBRA, the City or affiliates of each, 2) (except workers' compensation) name DBRA and the City as additional insureds, 3) be in favor of the DBRA and the City, provide a waiver of subrogation or no right of recovery by FCA or the Grantee Parties including their respective insurers. Limit amounts or types of coverage

expressed shall not be considered limitations or maximums with respect to indemnification obligations under Sections 3 and 6 hereof.

5. All activities undertaken in connection with the Pre-Closing Work and under this Agreement shall be conducted at FCA's sole risk, cost and expense; provided, however, that the foregoing assumption of risk by FCA shall not be applicable to any intentional misconduct or negligence by DBRA or any of its employees, representatives, agents, contractors or subcontractors. FCA shall ensure that any proper notice of commencement is recorded and posted at the Property in accordance with Michigan law prior to the commencement of the Pre-Closing Work. FCA shall not, and shall cause the Grantee Parties not to, materially interfere with DBRA's use and/or operations conducted on the Property. Notwithstanding anything to the contrary herein, during the term of this Agreement, DBRA retains the right to limit or temporarily prohibit FCA's or any of the Grantee Parties' access rights hereunder due to a change in conditions on the Property that necessitates such action by DBRA, which includes without limitation, requiring FCA and/or the Grantee Parties to immediately vacate the Property upon written notice thereof from DBRA. If FCA's purchase of the Property is not consummated (except for a default or failure to close by DBRA under the Development Agreement), at DBRA's request, FCA shall promptly remove any installations comprising or a part of the Pre-Closing Work and repair and/or restore the Property to its condition existing prior to the commencement of the Pre-Closing Work, at FCA's sole cost and expense. The provisions of this section shall survive the termination of this Agreement.

6. FCA shall indemnify, defend and hold DBRA and the City, and their respective agents, representatives, and employees, harmless from and against all losses claims, damages, demands, costs, and expenses (including, without limitation, reasonable and actual fees and expenses of counsel) suffered or incurred by DBRA or the City to the extent arising out of or related to any of the negligent acts of and during the presence of FCA or Grantee Parties or any invitees of FCA on the Property pursuant hereto, or any of the activities of FCA or Grantee Parties related to the Pre-Closing Work, including damage to property and personal injury, unless caused by the negligence or intentional misconduct of DBRA or the City or their respective agents, employees, representatives, contractors or subcontractors. The foregoing indemnity set forth in this Section 6 shall survive the expiration or earlier termination of this Agreement. DBRA shall not hold FCA or any Grantee Party responsible for any pre-existing environmental contamination of the Property ("the "Pre-Existing Contamination"), except to the extent that those conditions are exacerbated or otherwise impacted by FCA or such Grantee Party.

7. The rights granted to FCA by this Agreement shall be for a term commencing on the date hereof and expiring upon the earlier of: (a) the Closing; (b) completion of the Pre-Closing Work; or (c) upon termination of the Development Agreement in its entirety pursuant to the terms and conditions thereof; provided, that, in the event the Development Agreement is terminated with respect to particular Parcel(s) comprising the Property, but less than all of the Property, then, in such case, this Agreement shall terminate only with respect to such terminated Parcel(s) (e.g., Declined Parcel) in accordance with the terms of the Development Agreement; and provided further, that, in the event that the completion of the Pre-Closing Work occurs yet no Closing has occurred and no such termination of the Development Agreement in its entirety has occurred, then, in such case, FCA shall have, and DBRA hereby grants to FCA, an exclusive license to use the Property for parking purposes, subject to DBRA's rights to fulfill any obligations of DBRA with

respect to the Site Preparation Activities and DBRA Environmental Activities pursuant to and in accordance with the Development Agreement.

8. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto pursuant to this section.

9. Nothing contained in this Agreement nor any act of either party hereto shall be deemed or construed to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture between the parties, nor create any form of or legal association which would impose liability upon one of them for the act, or failure to act, of the other. Nothing in this Agreement shall further be deemed to appoint FCA as an agent for or representative of DBRA. FCA is not authorized to act on behalf of DBRA with respect to any matters except those specifically set forth in this Agreement. DBRA shall not have any liability or duty to any person, firm, corporation, or governmental body for any act of omission or commission, liability, or obligation of FCA, whether arising from actions under this Agreement.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (without regard to conflicts of law or choice of law principles).

11. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement (facsimile or other electronic transmission of signature pages shall be acceptable and such executed and delivered signature pages shall be deemed to constitute original executed counterparts hereof).

12. Any notice or other communication required by this Agreement (to be given to FCA) or FCA shall be in writing and shall be either (a) personally delivered, (b) sent by registered or certified mail, postage prepaid and return receipt requested, or (c) sent by a nationally-recognized overnight delivery service, in each case addressed as follows, provided that either party may change its respective address by notifying the other party hereto in writing by one of the methods identified in clauses (a)-(c) of this Section 12:

If to DBRA: City of Detroit Brownfield Redevelopment Authority
500 Griswold St., Ste. #2200
Detroit, Michigan 48226
Attention: General Counsel

With a Copy to: Lucas J. Polcyn, Esq.
Miller, Canfield, Paddock & Stone, P.L.C.
150 West Jefferson Avenue, Suite 2500
Detroit, Michigan 48226

If to FCA: FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, Michigan 48326
Attention: Manager - Corporate Real Estate

With a Copy to: FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, Michigan 48326
Attention: Counsel, Real Estate Real Estate
Office of the General Counsel

For the purpose of this Agreement, counsel for either party may provide notices on behalf of the party represented by said counsel, and notices so delivered shall be binding on such party as if such notices have been provided directly by such party.

13. Each individual executing this Agreement on behalf of an entity represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the governing documents of said entity and that this Agreement is binding upon said entity in accordance with the terms hereof.

14. Unless otherwise expressly provided herein, this Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

15. It is understood that persons engaged or employed by FCA as employees, agents, or independent contractors shall be engaged or employed by FCA and not by DBRA. FCA alone is responsible for their work, direction, compensation and personal conduct. Nothing included in any provision of this Agreement shall impose any liability or duty upon DBRA to persons, firms, or corporations employed or engaged by FCA in any capacity whatsoever, or make DBRA liable to any such persons, firms, or corporations, or to any government, for the acts, omissions, liabilities, obligations, and taxes, of whatsoever nature, of FCA or of its employees, agents, or independent contractors.

16. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the notice or performance or payment shall be the next following business day, which next following business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Agreement.

[Signatures follow on the next ensuing page]

IN WITNESS WHEREOF, DBRA and FCA have executed this Agreement as of the date first above written, which shall be the later of the two dates set forth next to the signatures below.

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

Dated: _____ ___, 2019

FCA US LLC

By: _____
Name: _____
Its: _____

Dated: _____ ___, 2019

Approved as to form:
Counsel to DBRA

By: _____
Rebecca A. Navin, Esq.

EXHIBIT A

DESCRIPTION OF PROPERTY

EXHIBIT B

PRE-CLOSING WORK

FCA
FIAT CHRYSLER AUTOMOBILES

SCOPE OF WORK FOR PARCELS 1, 1A, 8, 8A, and 8B PRE-CLOSING OF THE SITES

Project Access Description

Provide FCA access to sites 1, 1A, 8, 8A, and 8B in order for FCA to start site work of the parcels prior to closing on the various Parcels with the city. Access is required in order to allow the project to proceed in a manner that the FCA schedule can be met.

The project involves multiple areas of work scopes to accommodate the alterations to the existing berms and St Jean Road. The City of Detroit has the responsibility to remove the existing berms, cut the remaining grade two feet below existing road grade, provide a 6" base of stone and install a sound wall based on the recommendations of a sound study being produced by a third party engineering firm.

The scope of work that FCA would like to perform in conjunction with the work being performed by City of Detroit is as follows:

1. On St Jean Road (between Kercheval and Warren Ave.)
    a. Temporary guard house locations
    b. Temporary construction parking
    c. Truck delivery and material staging
    d. Construction and permanent fencing installation
    e. Storm sewer installation and connections
    f. Curb cutting at the road to make adjustments for grading and paving
    g. Pavement removal as required
    h. Foundations for permanent guard houses
    i. Raceways for site lighting and other electrical
    j. Foundations for lighting
    k. Site lighting installation

2. At the berm area (between Kercheval and Warren Ave.)
    a. Construction and permanent fencing installation
    b. Storm sewer piping and underground storage system near sound wall
    c. Undercutting and preparation for parking area paving
    d. Concrete curb installation
    e. Paving
    f. Raceways for site lighting and other electrical
    g. Foundations for lighting
    h. Site lighting installation

Access is required on Parcel 1 and 1A once Detroit City Council Has given permission for this project to begin. Vacation of St Jean is not required at the same time but closure of St Jean is required. Access on site 8, 8A and 8B is required on July 1, 2019 to begin some of the tasks listed above.

Updated as of 6-Apr-19

Exhibit 6.07(a)
Utilities

[NONE, SUBJECT TO UPDATES]

Exhibit 6.08(1)
Road Improvements

Road Improvements

The City will repave the road surfaces in the following rights-of-way:

- Kercheval (between St. Jean and Mt. Elliot);
- McClellan (between Jefferson and Gratiot); and
- Conner (between Mack and Jefferson).

NOTE: These improvements are being made to encourage FCA employees to not utilize residential streets when travelling to and from the plant, and to ensure that truck traffic only utilizes the defined truck routes.

Traffic Improvement at Warren and St. Jean

The City will modify traffic signals at Warren and St. Jean to add a left turn phase, and modify existing pavement markings to provide for two (2) lanes to turn left into the site simultaneously.

NOTE: This intersection will be a primary access for shift traffic in and out of the Mack Plant. This change will mitigate concerns of traffic backup on Warren Avenue.

Traffic Improvement at Jefferson and St. Jean

The City will install, if needed, pavement markings to allow for two lanes of traffic to turn left from St. Jean onto eastbound Jefferson, and the existing traffic signal will be modified to provide for a left turn only phase.

NOTE: This intersection will be utilized by employee traffic exiting FCA at the gate located at St. Jean and Kercheval. These improvements will further discourage employees from using residential streets, as it will provide an avenue for traffic to flow more quickly from the site.

Traffic Improvement at Jefferson and Conner

The traffic signals and pavement markings at Jefferson and Conner will be modified to allow for two lanes eastbound Jefferson traffic to turn onto northbound Conner during the afternoon hours.

NOTE: This change will result in traffic out of the plant flowing more smoothly, and discourage the use of residential streets by FCA employees.

Speed Cushions

City will install speed humps on blocks adjacent to St. Jean (e.g., Beniteau) to slow down traffic and to discourage FCA employees and other drivers from using these residential streets, if the City determines such measures are desired by residents.

Exhibit 6.08(2)
Area J3 Road Improvements

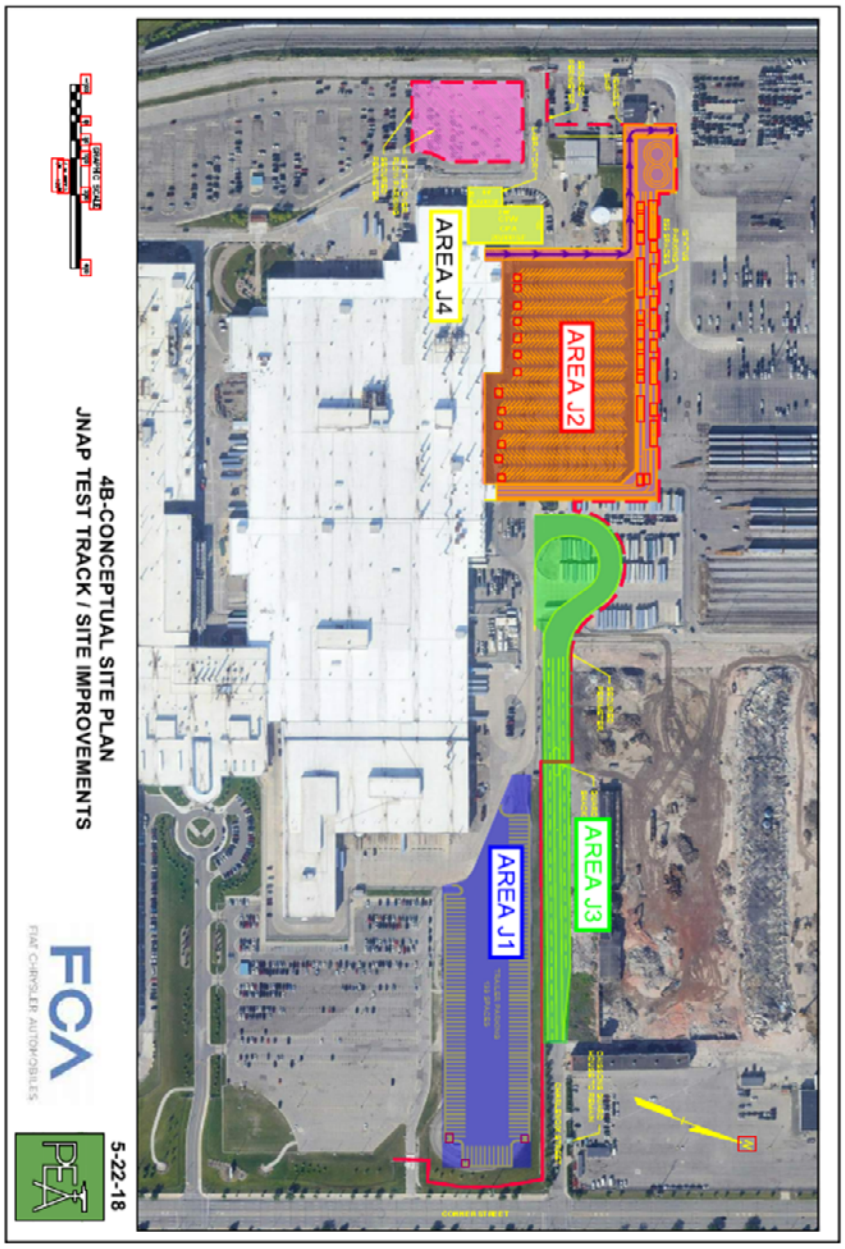

Exhibit 6.14
Schedule of Contracts

1. PROFESSIONAL SERVICES AGREEMENT between the City of Detroit Brownfield Redevelopment Authority and AKT Peerless Environmental Services, L.L.C. dated October 25, 2018, as amended by the FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated February __, 2019, as amended by the SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated April 12, 2019, as amended by the THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated April __, 2019

2. PROFESSIONAL SERVICES AGREEMENT ENVIRONMENTAL CONSULTING SERVICES between The City of Detroit Brownfield Redevelopment Authority and DLZ Michigan, Inc.dated October 24, 2018, as amended by the FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated March __, 2019, as amended by the SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated April __, 2019

3. PROFESSIONAL SERVICES AGREEMENT ENVIRONMENTAL CONSULTING SERVICES between the City of Detroit Brownfield Redevelopment Authority and Soil and Material Engineers, Inc. d/b/a SME dated October 24, 2018, as amended by the FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated January __, 2019, as amended by the SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT dated April __, 2019

Exhibit 10.04

FORM OF PROJECT DATA REPORT

Delivered by FCA US LLC to the City of Detroit and City of Detroit Brownfield Redevelopment Authority pursuant to Section 10.04 of the Agreement for the Development of the Mack Assembly Plant (the "Agreement")

Year _____		
City Tax Payments		
Net New City Property Taxes paid by FCA on FCA-owned and leased property (addresses and tax parcel information attached)	$_____	
City income tax withheld from New Employees	$_____	
City corporate income tax liability in excess of 2018 liability	$_____	
Project Construction Contractor Employment		
Average number of Project construction workers	July 1:	
	December 31:	
	Average:	
Average City-taxable wages	$_____	
Percentage City residents	_____%	
Supplier Employment (working at FCA dedicated plants and/or on FCA dedicated production lines at supplier facilities located in the City of Detroit)		
Average number of New Employees- suppliers	July 1:	
	December 31:	
	Average:	
Average City-taxable wages	$_____	
Percentage City residents	_____%	
Credits under Section 10.04(d) of the Agreement (attach detail)	$_____	

Submitted on this ____ day of _____, 20___

FCA US LLC

By: _____

_____

Its: _____

FORM OF ANNUAL CITY REVENUE REPORT

Delivered to the Detroit City Council pursuant to
Section 10.04 of the Agreement for the Development of the Mack Assembly Plant (the "Agreement")

Year _____	
Estimated City Tax Receipts	
City Income Tax received from New Employees*	$_____ (100%)
Total City income tax received Project Construction workers*	$_____ (100%)
Total City income tax received from New Employees-suppliers*	$_____ (50%)
Net New City Property Taxes received on Mack Assembly Plant	$_____
Net New City Property Taxes received on JNAP Plant Property	$_____
Net New City property taxes received on other FCA-owned or leased property	$_____
FCA Corporate City Income Tax liability in excess of 2018 liability	$_____
Shared Net Cash Proceeds received by FCA to City under the Agreement	$_____
Total current year Annual City Revenue	**$**_____
Cumulative Annual City Revenue	**$**_____
Credits under Section 10.04 of the Agreement	**$**_____

*Discounted by 10% from reported/projected total to account for deductions.

Submitted on this ____ day of _____, 20___

CITY OF DETROIT

By: _____

_____

Its: _____

Project Data Reports

"Project Data" to be reported annually by FCA

- Total City Income Tax withheld from New Employees- FCA
- Average number of Project construction workers as of July 1 and December 31 of each year, including the following information for such time periods:
    - Average City taxable wages
    - Percentage City residents
- Average number of New Employees- suppliers (FCA dedicated plants and/or on FCA dedicated production lines at supplier facilities located in the City of Detroit) as of July 1 and December 31 of each year, including the following information for such time periods:
    - Average City taxable wages
    - Percentage City residents
- Corporate City Income Tax liability in excess of 2018 liability
- Net New City Property Taxes paid on owned or leased property

Annual City Revenue Report

"Annual City Revenue" to be calculated annually

- Total City income tax received from New Employees- FCA* (100%)
- Total City income tax received from Project construction workers** (100%)
- Total City income tax received from New Employees- suppliers** (FCA dedicated plants and/or on FCA dedicated production lines at supplier facilities located in the City of Detroit) (50%)
- Net New City Property Taxes received on Mack Assembly Plant
- Net New City Property Taxes received on JNAP Plant Property
- Net New City Property Taxes received on any other facility owned by FCA
- Net New City Property Taxes received on any facility leased by FCA for which FCA is responsible for paying the property taxes pursuant to the terms of the lease
- Increase in Corporate City Income Tax liability in excess of amount of 2018 liability
- Shared Net Cash Proceeds paid to City, if any, under applicable provision of this Agreement

Other Information to be included in each Annual City Revenue Report

- Cumulative Annual City Revenue

*Imported directly from Project Data Report

** Calculated based on semi-annual averages provided, applying a 10% discount to account for tax deductions