

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 20____ (“Effective Date”), by and between **CITY OF TOLEDO**, an Ohio municipal corporation (“Seller”), with an address of One Government Center, Suite 2250 Toledo, OH 43604, and **FCA US LLC**, a Delaware limited liability company (“Purchaser”), with an address of 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, MI 48326-2766. Seller and Purchaser are referred to in this Agreement from time to time individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, that certain parcel of real property located in City of Toledo, County of Lucas, State of Ohio, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (“Land”), together with any easements, rights-of-way, tenements, hereditaments, appurtenances, licenses and privileges thereto belonging or in any way appertaining to the Land, but expressly excluding any public utility easements and public rights-of-way of record not otherwise vacated or to be vacated under Section 8, the Access Easement Agreement for Adjacent Property (as defined in Section 14), and the License Agreement (as defined in Section 14, for Seller to access certain portions of the Land for the purpose of environmental monitoring as required by the United States or Ohio Environmental Protection Agencies) (the “Easements and Ownership Rights”), any fixtures, machinery, equipment and other personal property of every kind, description and nature whatsoever owned by Seller and now or on the “Closing Date” (as hereinafter defined) of the purchase located in or affixed to the Land or any part thereof (the “Personal Property”), and all air, subsurface and mineral rights relating to the Land (the “Air and Subsurface Rights”); all of the foregoing land and premises described in this paragraph, consisting collectively of the Land, Easements and Ownership Rights, Personal Property, and Air and Subsurface Rights being herein collectively referred to as the “Property”.

WHEREAS, by Ordinance No. _____ passed by Toledo City Council on _____, 20____ and signed by the Mayor on _____, 20____, the Mayor was authorized to execute and enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of all of which are hereby acknowledged, the Parties agree as follows:

1. Purchase and Sale. In accordance with the terms of this Agreement, Seller hereby agrees to sell the Property to Purchaser, and Purchaser hereby agrees to purchase the Property from Seller, for the purchase price of \$1.00 (the “Purchase Price”), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Seller (“Consideration”).

2. Job and Investment Commitment. As consideration for the Seller to sell the Property for \$1.00, Purchaser intends to make or cause to be made an investment of

approximately \$23 million in the construction of a new building on the Property of 150,000 to 250,000 square feet together with all onsite and offsite improvements and machinery and equipment required in connection therewith (such building and all onsite and offsite improvements and machinery and equipment required in connection therewith to be defined collectively as the “Intended Property Improvements”), for use as a vehicle customization facility, other automotive manufacturing and/or customization related use and/or for any other lawful use as determined by Purchaser (collectively, the “Facility”). Purchaser may, at its election, construct, or cause to be constructed, the Facility, including, but not limited to, by ground leasing the Property to a third party developer (the “Ground Lessee”) pursuant to a ground lease (the “Ground Lease”) for purposes of constructing the Facility and leasing the Facility, and subleasing the Property back from the Ground Lessee pursuant to a lease and sublease agreement (the “Lease/Sublease”). The Facility is estimated to employ approximately 300 plus workers, to be employed by Purchaser or its third party vendor, in whole or in part, with an estimated payroll of approximately \$12 million. The investment and job numbers set forth in this Section 2 are subject to general economic and market conditions and technological changes, as well as competitive requirements within the global automotive industry.

3. Seller’s Option to Buy Back Property. The consideration and commitments set forth in Section 2 above shall be deemed to have been met by Purchaser upon the issuance of an occupancy permit or certificate (including without limitation a temporary occupancy permit or certificate or the legal equivalent) (the “Occupancy Permit”) by Toledo’s division of building inspection for a new building of at least 150,000 square feet, for use as a vehicle customization facility, other automotive manufacturing and/or customization related use, and/or any lawful use as determined by Purchaser, which building shall be located on the Property, which Occupancy Permit shall not be unreasonably withheld, conditioned or delayed by the Seller (the “Occupancy Permit Requirement”). Subject to Force Majeure (as defined below) and provided that the failure to obtain said Occupancy Permit has not been caused, in whole or part, by any Seller delays in processing/approving permits and/or delays in Seller’s inspections and approval of the work, if the Occupancy Permit Requirement has not been satisfied by the fourth (4th) anniversary of the Closing Date (the “Target Deadline”), which Target Deadline may be extended by Purchaser for up to twelve (12) months upon written notice to Seller, then Seller shall have the option to buy back the Property from Purchaser thereafter for \$1.00 (the “Buy Back Option”) pursuant to and in accordance with the terms of this Section 3 and pursuant to and in accordance with the terms and conditions of that certain Conditional Option Agreement for Re-Purchase of Real Property (“Option Agreement”) in the form attached hereto as Exhibit B, which Option Agreement shall be executed and delivered by the parties on or before the Closing Date and which shall be recorded in the Lucas County records; provided, however, if Purchaser (or Ground Lessee, if applicable) is making continued and substantial progress towards completion of construction, Seller shall be estopped from exercising said option, all as more particularly set forth in the Option Agreement. Upon the earlier to occur of (a) issuance of the above Occupancy Permit or (b) if Seller fails to exercise the Buy Back Option within ninety (90) days following the Target Deadline (or the Extended Target Deadline under the Option Agreement) then the Option Agreement shall automatically terminate and the Seller shall record a release and termination of the Option Agreement. This provision shall be binding on Purchaser and its assigns or successors in interest, lessee’s (including any Ground Lessee, if applicable) or subsequent purchasers; and the obligations under this Section 3 shall survive the Closing. The Option Agreement (including the Buy Back Option) shall not be assignable by Seller.

4. Tax Increment Financing Agreement. As consideration for the Seller to sell the Property to Purchaser for \$1.00, Purchaser agrees, on behalf of itself, its assigns and/or successor entities with respect to the Property and any of Purchaser's lessees, including without limitation the Ground Lessee, if applicable, to enter into at Closing a Tax Increment Financing Agreement, Service Payment Agreement in the form attached hereto as Exhibit C (the "TIF Agreement") and which shall include the following: (a) Purchaser agrees to cooperate with Seller or cause the Ground Lessee, if applicable, to cooperate to create a tax increment financing ("TIF") exemption on all parcels constituting the Property and that the obligations under the TIF shall run with the land and be binding on Purchaser, Ground Lessee, if applicable, and subsequent owners for a period of 30 years from the date the Intended Property Improvements are first entered onto the tax duplicate; (b) Purchaser waives (or shall cause the Ground Lessee, if applicable, to waive) any rights to apply for a Community Reinvestment Area or Enterprise Zone property tax exemption or any other property tax use exemption provided by Seller under Ohio law for any Intended Property Improvements (but expressly excluding any new investment in improvements to the Property that Purchaser may elect to make in the future and for which the Purchaser and Seller would mutually agree upon with respect to any future Community Reinvestment Area or Enterprise Zone property tax exemption or any other property tax use exemption); (c) Purchaser agrees to make or cause the Ground Lessee, if applicable, to make service payments in lieu of property taxes pursuant to an ordinance to be passed providing a tax increment financing exemption for the Property with such service payments to be made to the Lucas County Treasurer for distribution to the impacted school district(s) and to the City of Toledo; (d) Purchaser agrees to execute (and/or cause its Ground Lessee, if applicable, to execute, if applicable) all necessary applications, documents or agreements, including but not limited to, the TIF Agreement, school compensation agreement, and TIF application, all in such form and with such content as reasonably acceptable to Purchaser and Ground Lessee, if applicable, to evidence the foregoing; and (e) Purchaser agrees that a Notice and Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters in substantially the form attached as Exhibit D (the "TIF Declaration") shall be recorded in the Lucas County records. "Purchaser" as used in this Section 4 shall mean the Purchaser, its assigns and/or successor entities with respect to the Property, lessees (including without limitation the Ground Lessee, if applicable), or a subsequent purchaser. The obligations under this Section shall survive the Closing.

5. Closing and Consideration. The closing of the purchase and sale of the Property ("Closing") shall occur on or before the date that is thirty (30) days following the expiration of the Inspection Period ("Closing Date"), unless such date is extended by the written agreement of the Parties, in which case such extended date shall be the Closing Date hereunder. At the Closing, Purchaser shall deliver the Purchase Price to Seller, Seller shall transfer fee simple title to the Property to Purchaser by Quit Claim Deed, in the form attached hereto as Exhibit E and incorporated herein by reference ("Deed"), and the legal description of the Property contained in the Deed shall be satisfactory to Purchaser. Seller shall also provide an owner's affidavit with respect to the Property, or other similar instrument in a form satisfactory to Purchaser and the "Title Company" defined herein, which shall cause the Title Company to delete all of the standard exceptions to the title insurance policy for the Property that Purchaser will be receiving for the Property ("Title Policy") (with the exception of the standard survey exception, which Purchaser shall cause to be removed by provision of the Survey (as defined below)) and to issue the Title Policy to Purchaser, and each Party shall execute such other closing documents as are

required or otherwise reasonably necessary and proper in order to consummate the transaction contemplated hereby, including, without limitation, any required property transfer and real estate transfer tax affidavits and any additional documents reasonably requested by a Party or the Title Company to carry out the intent of this Agreement. Vacant possession of the Property shall be delivered to Purchaser on the Closing Date. An escrow Closing shall be acceptable to the parties and the Title Company shall be selected by Purchaser. The parties agree to pay the costs and expenses related to Closing in accordance with the terms of Section 15 and each party shall pay all of their own legal costs and/or fees.

6. Due Diligence. Subject to the terms and conditions of this Section 6, Purchaser and the Purchaser's Parties (as defined below), shall have sixty (60) days from the Effective Date ("Inspection Period") to inspect and investigate the Property and to obtain the "Title Commitment" and "Survey" described herein (collectively, "Due Diligence"), provided, however, that Purchaser may extend the Inspection Period for up to an additional thirty (30) days upon written notice to Seller. Within five (5) days after the Effective Date, Seller shall deliver to Purchaser copies of the following, to the extent they exist and are in Seller's possession or control: all drawings, surveys, title work, soil reports, engineering studies (including, without limitation, any studies or reports relating to utilities), environmental reports (including, without limitation, all environmental data and reports submitted to US EPA in connection with Seller's remediation of the Property), agreements relating to the Property, and all licenses, permits, authorizations and approvals issued by governmental authorities with respect to the Property (collectively, "Seller's Materials"). If Purchaser is unsatisfied with the results of its Due Diligence in its sole and absolute discretion, or if Purchaser does not desire to purchase the Property for any reason or no reason, then Purchaser may terminate this Agreement by giving written notice to Seller at any time before the expiration of the Inspection Period. Within ten (10) business days of termination by either Party, Purchaser shall return the Seller's Materials to Seller or shall physically destroy them. The following provisions shall apply to the Inspection Period:

A. During the Inspection Period, Purchaser and Purchaser's Parties (as defined below) are hereby granted the right of access to the Property in order to conduct such investigations, inspections, analyses, evaluations, studies and tests on, of and relating to the Property, including, without limitation, physically invasive testing, sampling, boring and drilling, as Purchaser and Purchaser's Parties deem necessary or advisable in connection with their decision making on whether to proceed with purchasing the Property, including without limitation, the ability to access the Property for a Phase I Environmental Site Assessment and the collection of soil and groundwater samples for a Phase II Environmental Site Assessment (collectively, "Site Assessment"). Purchaser will provide not less than two (2) business days' prior notice to Seller via telephone or electronic mail prior to each entry onto the Property by Purchaser or Purchaser's Parties, which notice shall provide details of the nature of its proposed entry and investigation. Notwithstanding anything to the contrary herein, any wastes generated during Purchaser's drilling on the Property shall remain the property and responsibility of Seller and Seller shall be identified as the generator of any such wastes. Purchaser agrees to deposit the waste in a location identified by Seller for that purpose, and shall containerize any purged well water. Seller shall be responsible for the subsequent disposal of any such waste and the containerized purged well water in accordance with applicable laws and Purchaser agrees to provide its analytical results to Seller for the lawful disposal thereof.

B. Seller shall (i) provide to Purchaser any and all available drawings, surveys and the like that identify former buildings, structures, foundation and subsurface utilities or obstructions and (ii) identify any private subsurface utilities and/or obstructions that Seller does not want Purchaser or Purchaser's Parties to impact during its drilling operations or other activities of Purchaser or Purchaser's Parties under and per this Agreement. In the event that private subsurface utilities and/or obstructions are not identified by Seller to Purchaser, then Purchaser shall not be responsible nor liable for any damage or loss resulting thereto as a result of Purchaser's or Purchaser's Parties' activities on the Property. Purchaser and Purchaser's Parties shall utilize the general utility locating services, but the parties acknowledge and agree that these general services are not able to locate private utilities on property.

C. Reasonable measures will be taken to avoid damage to the Property and/or interference with the use of the Property. Purchaser's Parties shall, at all times that their representatives, agents, employees, contractors or subcontractors may be upon the Property, keep in force general liability insurance in limits of \$2,000,000 combined single limit bodily injury and property damage coverage per occurrence and in the aggregate.

D. Seller and/or Seller's designated agent(s) or representative(s) may be present and accompany Purchaser and Purchaser's Parties at all times during Purchaser's or Purchaser's Parties' entry on the Property pursuant to this Agreement. Seller will make available for interview the representative most knowledgeable of the Property, its history and uses in conjunction with the Site Assessment. Seller shall also provide Purchaser's Parties access to appropriate files or records relevant to the Site Assessment.

E. Seller does not vouch for, or take any responsibility for, any consultants selected by Purchaser for its investigations or assessments of the Property, including, without limitation, Purchaser's environmental consultants. Accordingly, the results of any inspections or investigations conducted by such consultants shall not be deemed to have been obtained at the direction of, or with the concurrence of, Seller. Seller shall not be deemed to have any actual or constructive knowledge of the results or conclusions of any such inspections or assessments and Purchaser shall not provide Seller with the results or conclusions of any such inspections or assessments, including, without limitation, environmental sampling data of samples collected at the Property, absent Seller's express written request for same in each such instance, except as set forth in Section 6.A.

F. Upon, and only upon, written request of Seller to Purchaser, Purchaser shall deliver to Seller, at no cost to Seller, a copy of any final and verified third-party study, report, analysis and evaluation of the Property that was procured after the Effective Date by or on behalf of Purchaser in connection with Purchaser's investigations and inspections of the Property, provided that no representation is made or implied by Purchaser now or upon delivery concerning the accuracy or reliability of any such documentation nor regarding any right to rely thereon. Upon request of Seller, from time to time, Purchaser shall advise Seller in writing if Purchaser has completed or received a document of the type referred to in the first sentence of this Section.

G. Purchaser and Purchaser's Parties hereby assume all risks connected with the access to the Property hereby granted to Purchaser and Purchaser's Parties, and full and

complete responsibility for (a) all Persons comprising Purchaser and Purchaser's Parties, respectively, and (b) Purchaser's property; provided, however, that this assumption shall not be applicable to any intentional misconduct or negligence by Seller or any current tenant or occupant of the Property and/or as expressly set forth in Section 6.B. Purchaser hereby agrees that it shall be liable for any damage to the Property to the extent resulting from any entry upon the Property by any of the Purchaser's Parties acting in accordance with the access granted pursuant hereto (except for damage caused by the intentional misconduct or negligence of Seller or any current tenant or occupant of the Property and/or except as set forth in Section 6.B). Notwithstanding anything to the contrary in this Agreement, (y) Purchaser shall not be responsible nor liable for any pre-existing environmental contamination of the Property, including without limitation any contamination disclosed in the Environmental Covenant dated September 6, 2017, and recorded as Instrument No. 20170906-0039045, in the records of the Lucas County Recorder's Office ("Pre-Existing Environmental Contamination") and Seller hereby releases, and discharges Purchaser from any and all liability, claims, loss, expense and/or damage with respect to the Pre-Existing Environmental Contamination and waives all claims against Purchaser with respect to any Pre-Existing Environmental Contamination, and (z) Purchaser shall only be obligated to restore the Property resulting from damage caused by Purchaser to the condition of the Property prior to such damage (i.e., concrete or asphalt patch where drilling through pavement). Purchaser shall indemnify and hold Seller harmless from and against any losses, costs or damages suffered or incurred by Seller, including but not limited to any injury to any persons, to the extent resulting or arising from any entry upon the Property pursuant to the exercise of the rights granted herein, except to the extent caused by the intentional misconduct or negligence of Seller or any current tenant or occupant of the Property; except as set forth in Section 6.B; and except with respect to any Pre-Existing Environmental Contamination. All indemnity claims made pursuant to this Agreement shall be made within ninety (90) days after the discovery of the fact(s) or circumstance(s) which give rise to any claim for indemnity. Notwithstanding anything to the contrary, all indemnity claims shall be made within one (1) year after the last date that Purchaser and Purchaser's Parties last accessed the Property pursuant to this Agreement.

H. For purposes of this Agreement, (i) "Purchaser's Parties" collectively means Purchaser's consultants (including, without limitation, environmental consultants, inspectors, accountants, lawyers, lenders, representatives, contractors, subcontractors, employees and agents), Ground Lessee, if applicable, and other Persons acting on behalf of Purchaser or Purchaser's consultants, and (ii) "Person" shall be broadly interpreted to include, without limitation, any and all corporations, companies, partnerships, proprietorships and individuals.

7. Title and Survey. During the Inspection Period, Purchaser, at its sole cost and expense, shall obtain a commitment for the issuance of an ALTA fee owner's policy of title insurance (which title insurance policy is to be issued at Closing or as soon as reasonably practicable thereafter) with respect to the Property ("Title Commitment"), together with copies of all exception documents shown on Schedule B thereof, from a title company selected by Purchaser ("Title Company"), which Title Company shall agree to insure the title in the condition required by Purchaser. During the Inspection Period, Purchaser may, at its sole cost and expense, obtain a current ALTA/ACSM survey of the Property by a registered land surveyor, certified to Purchaser, the Title Company and such other persons or entities as Purchaser may reasonably desire and/or an update of the Survey prepared by Glass City Engineering and

Surveying, LLC, dated June 25, 2018, which is satisfactory to Purchaser (in either case, the "Survey"). The legal description of the Property set forth in the Title Commitment shall conform exactly to the legal description set forth in the Survey. The Title Commitment and Survey shall, in all respects, be satisfactory to Purchaser in the exercise of its sole discretion. Within ten (10) days after the Effective Date ("Title Review Date"), Purchaser shall notify Seller of any objection to the title to the Property, including any matters of Survey. Seller shall have twenty (20) days from the date it is notified in writing of the particular defects claimed either to remedy the defects or advise Purchaser it is unwilling to remedy such defects, in which case Purchaser may either (a) terminate this Agreement if Seller is unwilling to remedy the defects or if Purchaser is unable to obtain specific insurance against any loss to Purchaser which might at any time arise from the defects (to Purchaser's sole satisfaction) or (b) elect to waive such defects and proceed with the purchase subject thereto. If Seller remedies the defects within the time specified (to Purchaser's sole satisfaction), Purchaser agrees to complete the purchase by the Closing Date (subject to the terms of this Agreement). If Seller is unable or unwilling to so remedy the defects within the time specified, and Purchaser does not elect to waive such defects, this Agreement may be terminated by Purchaser. If Purchaser fails to make any objections on or before the Title Review Date, Purchaser shall be deemed to have accepted all exceptions to the Title Commitment and the form and substance of the Survey and all matters shown thereon.

8. Vacation of Twining Street and Medcorp Drive. The Purchaser (or Seller, if necessary) shall file a petition to cause the vacation of Twining Street and Medcorp Drive, as the same are depicted on Exhibit F ("Twining and Medcorp") and Seller shall use good faith efforts to effectuate the vacation and to obtain any and all necessary approvals thereof from City of Toledo Council prior to the Closing Date, which vacation may require compliance with the condition of providing easements (which easements shall be reasonably acceptable to Purchaser) protecting the rights or property of any public utility held in Twining and Medcorp (each individually, a "Utility Easement," and, collectively, the "Utility Easements"), or the agreement of any applicable public utility to relocate any applicable public utility within Twining and Medcorp, subject to Force Majeure, which for purposes of this subsection only shall include (i) City of Toledo Council approval; (ii) the objections of impacted adjacent property owners and public utilities; and (iii) Purchaser's satisfaction with the terms of any easement for public utilities. Twining and Medcorp shall be added to the Title Insurance Commitment and Survey, following which addition Purchaser shall have the opportunity to review and object to such Title Insurance Commitment and Survey pursuant to the terms of Section 7 hereof. In the event the vacation does not occur prior to the Closing Date, then the vacation shall occur as soon after the Closing Date as is practicable. The obligations of Seller under this Section 8 shall survive the Closing.

9. "AS-IS" Sale. If this Agreement is not terminated prior to the expiration of the Inspection Period, subject to the terms of Section 6.E, Purchaser agrees to accept the conveyance of the Property on an "AS-IS" basis (except for such representations of title as may be set forth in the deed of conveyance or except for the representations expressly set forth in this Agreement). Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement, or as may be set forth in the deed of conveyance, Seller and its agents, contractors and representatives have made no representations, warranties, promises, covenants, agreements or guaranties of any kind, express or implied, oral or written, with respect to the Property.

10. Representations of Seller. Seller represents and affirms the following as of the date hereof, which representations and affirmations shall be deemed remade as of the Closing Date:

A. Seller is the fee simple owner of the Property and has good and marketable title thereto, subject only to the matters of record disclosed in the Title Commitment. Seller is not a party to or bound by (and shall not enter into after the Effective Date) any contract, lease or other agreement of any kind whatsoever that might affect the Property, oral or written, including, without limitation, any option or right of first refusal, other than contracts and agreements terminable at will by Seller without recourse or liability against Seller or the Property.

B. Seller is not required to obtain any third-party consents or institute, or participate in, any legal or municipal action or proceeding in order to sell the Property to Purchaser as contemplated by this Agreement.

C. Seller has duly and validly authorized and executed this Agreement, and Seller has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement, nor its performance are restricted by or violate any contractual or other obligation of Seller.

D. To the best of Seller's knowledge, there are no boundary disputes regarding the Property.

E. To the best of Seller's knowledge and except as otherwise set forth in the Seller's Materials:

(i) There are no claims or proceedings pending by any person or entity and Seller has not received any notice that any other person or entity 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, excepting institutional controls and monitoring as required by the US EPA requirements in accordance with the recorded environmental covenant on the Property (the "Environmental Covenant"), other than and excepting findings provided by Purchaser to Seller from Purchaser's 2018 Environmental Site Assessment pertaining to an area of the Property on a parcel formerly owned by H.H. Oberly Co. identified as soil boring 11 ("SB-11"), and additional Phase I and Phase II Environmental Assessments of SB-11 and surrounding area dated August 2020, conducted by Hull and Associates and provided to Purchaser by Seller, describing the extent of the impacts identified in SB-11 through further investigation to be defined as "Area SB-11", and which area is not subject to the existing Environmental Covenant. As used herein, "Environmental Laws" collectively means all applicable federal, state and local environmental laws, rules and regulations, including, without limitation, the Resource Conservation and Recovery Act of 1986, 42 U.S.C. Section 6901 et seq., as amended, or any similar state law or local ordinance, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601-9657, as amended, and any similar state law or local ordinance, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et

seq., as amended, and any similar state law and/or local ordinance, the Toxic Substance Control Act, 15 U.S.C. §2601 et seq., as amended, and any other applicable federal or state law or local ordinance enacted for the protection of human health, welfare and/or the environment.

(ii) Other than as identified in any materials provided by Seller to Purchaser, and excepting information provided by Purchaser to Seller from Purchaser's 2018 Environmental Site Assessment of an area of impact, Area SB-11, Seller has no other knowledge of: "Hazardous Materials" in, on, under, or migrating to or from the Property, or contained in any equipment, or incorporated into any structure therein or thereon; underground storage tanks; asbestos-containing material in any form or condition; materials containing lead-based paint in any form or condition; materials or equipment containing polychlorinated biphenyls; landfills, surface impoundments, or disposal areas; or 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 applicable laws, excepting institutional controls and monitoring as required by the US EPA requirements in accordance with the recorded Environmental Covenant on the Property and excepting proposed engineering controls, covenants and use restrictions proposed pursuant to an Operation and Maintenance Plan dated August 2020 related to Area SB-11 (referred to in the report as 3812 Twining St., Toledo) to be submitted for Ohio EPA approval under the Ohio Voluntary Action Program. As used herein, "Hazardous Materials" collectively means any hazardous, toxic or radioactive substance, material, matter or waste which is regulated by any Environmental Laws. The foregoing in no way makes any assertion relative to Area SB-11 nor does it exclude the addition of yet to be determined of institutional controls relative to Area SB-11.

(iii) Seller has conducted and completed all remediation required at the Property pursuant to its Administrative Order on Consent (ACO) with the US EPA and pursuant to Section 3008(h) of the Resource Conservation and Recovery Act of 1976, as amended (RCRA), with the exception of Seller's obligations pursuant to the recorded Environmental Covenant-on the Property.

(iv) Seller has furnished to Purchaser 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 with respect to the Property.

The representations set forth in Section 10.E shall survive the Closing for a period of two (2) years. All other representations set forth in this Section 10 shall survive the Closing for a period of one (1) year.

11. Representations and Warranties of Purchaser. Purchaser represents and warrants as of the Effective Date, which representations and warranties will be deemed remade as of the Closing Date, that Purchaser has duly and validly authorized and executed this Agreement and Purchaser has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Purchaser. All representations and warranties set forth in this Section 11 shall survive the Closing for a period of one (1) year.

12. Obligations of Seller

A. Prior to Closing. During the period commencing on the Effective Date and ending on the Closing Date, Seller shall:

(i) Operate and maintain the Property in substantially the same manner in which Seller has operated and maintained it prior to the Effective Date.

(ii) Pay all costs and expenses arising out of its ownership of the Property.

(iii) Furnish to Purchaser promptly after receipt by Seller any and all notices of any proposed action under or violation of any law, statute, ordinance, rule or regulation materially affecting all or any portion of the Property.

(iv) Not transfer any portion of the Property or create on the Property any easements, liens, mortgages, encumbrances or other interests.

(v) Not enter into any contracts, leases, option to purchase, right of first refusal, installment sale agreement or other agreement for the use, occupancy or sale of all or any portion of the Property without the prior written consent of Purchaser.

(vi) Not seek, suffer or permit any alteration, modification, amendment, termination and/or lapse of any zoning classification, permit or other instrument or document respecting all or any portion of the Property without Purchaser's prior written consent, except as requested by Purchaser.

B. Post Closing. Following the Closing Date, Seller shall remain responsible for the following environmental obligations ("Seller's Post-Closing Environmental Obligations"):

(i) completing and submitting to the US EPA annual written documentation verifying ongoing compliance with the Environmental Covenant as required pursuant to Section 9 of the Environmental Covenant;

(ii) conducting and completing in a commercially reasonable time all groundwater monitoring, reporting and all other remedies set forth in the Final Decision issued by US EPA, dated August 2016 ("Final Decision"), and the Operations and Maintenance Plan referenced therein; and

(iii) mitigating by way of an engineering control, and subject to the provisions of Section 13(B), the impacts in the area of "SB-11" from Purchaser's 2018 Environmental Site Assessment and Seller's August 2020 Phase I and II Environmental Assessments under acceptable standards for industrial land use under Ohio's Voluntary Action Program ("VAP"), in consultation with and with the written reasonable approval of Purchaser, in accordance with applicable requirements under Ohio Revised Code Chapter 3746 and Ohio Administrative Code Chapter 3745-300, including, but not limited to, (a) the creation of a legal description defining Area SB-11 for remediation or mitigation, (b) the completion of all activities and submission to Ohio EPA of a no further action letter ("NFA") requesting a covenant not to sue from the Ohio EPA, the parties agreeing that Purchaser shall have the option, in Purchaser's

sole discretion, to join the NFA as a volunteer, and (c) the recording of a risk mitigation plan, and an appropriate restrictive covenant for Area SB-11 as required and approved by the Ohio EPA; and

(iv) Seller's obligations under Section 12.B.(iii) shall be completed within 90 days of Closing or such longer period as may be commercially reasonably necessary based on the remedy and scope of work and as agreed by the Parties and Ohio EPA's review and approval period, provided that consent to such extension shall not unreasonably be withheld; Seller shall maintain responsibility for any monitoring, inspection and reporting requirements imposed by Ohio EPA with respect to Area SB-11; and Purchaser as owner of the Property shall be responsible for compliance with the risk mitigation plan and maintenance of any engineering control to the extent they are impacted by Purchaser's ownership or use of the Property.

13. Obligations of Purchaser Post-Closing.

A. Purchaser shall abide by the restrictions, including use and groundwater limitations, included in the Environmental Covenant dated September 6, 2017, and recorded as Instrument No. 20170906-0039045, in the records of the Lucas County Recorder's Office, and shall provide information to the Seller related to Purchaser's compliance with such restrictions as may be necessary for Seller to comply with EPA monitoring and reporting requirements under the Environmental Covenant as provided in Section 12(B)(i).

B. Purchaser agrees to construct an asphalt parking lot consisting of a minimum of 9" aggregate overlain by 4" asphalt over the Area of Engineering Control identified in the O&M Plan (as defined below) within that portion of the Property referred to herein as Area SB-11 as identified in Exhibit G, which parking lot shall serve as an engineering control for mitigation of the identified environmental contamination. Purchaser agrees to maintain such asphalt parking lot during the period of Purchaser's ownership of Area SB-11. Purchaser further agrees to restrict Area SB-11 to commercial and industrial use, prohibit the occupancy of structures in Area SB-11 except in conformation with the final Operation and Maintenance Plan ("O&M Plan") and Agreement negotiated by Seller, Purchaser, and Ohio EPA, approved by Ohio EPA, and applicable to the Property, prohibit the extraction of ground water for potable use, and comply with the risk mitigation plan and restrictive environmental covenant, as negotiated by Seller, Purchaser and Ohio EPA, and executed and recorded with the Office of the Lucas County Recorder. Any annual testing and reporting requirements of Ohio EPA under an applicable No Further Action letter and Covenant Not to Sue shall be the responsibility of and be shall performed by the Seller. Purchaser agrees to provide information regarding its maintenance of the parking lot and compliance with the applicable restrictive environmental covenants as may be necessary for Seller to meet its reporting obligations.

14. Conditions Precedent.

A. The obligation of Purchaser to proceed to consummate this transaction shall be conditioned upon satisfaction (or written waiver thereof by Purchaser) of the following conditions precedent: (a) the provisions of Section 7 regarding provision of the Title Policy to Purchaser shall have been satisfied; (b) Seller shall have delivered to Purchaser the documents listed in Section 6; (c) Seller shall have complied with all conditions required by this Agreement

to be complied with by Seller; (d) all of Seller's representations contained in this Agreement shall be true and correct as of this date and as of the Closing Date, and Seller shall not on the Closing Date have failed to satisfy, observe or perform any condition or agreement on its part to be satisfied, observed or performed under the terms and conditions of this Agreement; (e) the Property shall be in the same condition on the Closing Date as it is on the date of this Agreement; (f) Purchaser's approval of all TIF related documents set forth in Section 4; (g) the execution and delivery of on or before Closing of the TIF Agreement as provided in Section 4; (h) the execution and delivery on or before Closing of the Option Agreement as provided in Section 3; (i) execution and delivery of the Private Crossing Agreement between Purchaser and Norfolk Southern Railway Company, which Private Crossing Agreement allows Purchaser access between the Property and Purchaser's leased property to the north of the Property, in a form reasonably acceptable to Purchaser; (j) the vacation of Twining and Medcorp; (k) the execution and delivery of any applicable Utility Easements and/or or the agreement of any applicable public utility to relocate any applicable public utility within Twining and Medcorp; and (l) the execution and delivery on or before the Closing of either a contract for the construction of the Facility between Purchaser and its contractor or the Ground Lease by Purchaser and Ground Lessee and, if applicable the execution and delivery on or before Closing of the Lease/Sublease by Purchaser, as tenant and Ground Lessee, as landlord.

B. The obligations of Seller to proceed to consummate this transaction shall be conditioned upon satisfaction (or written waiver thereof by Seller) of the following conditions precedent: (a) the execution of a license agreement, in the form attached hereto as Exhibit H (the "License Agreement"), to perform Seller's Post-Closing Environmental Obligations as set forth in Section 12.B. of this Agreement and enter Property to conduct monitoring as required under the Environmental Covenant; (b) the execution and delivery of on or before Closing of the TIF Agreement as provided in Section 4; (c) the execution and delivery on or before Closing of an access easement agreement from Purchaser to Seller, in form attached hereto as Exhibit I, (the "Access Easement Agreement for Adjacent Property"), granting an easement to provide Seller with non-exclusive ingress and egress over that certain portion of the Property depicted on Exhibit J attached hereto and incorporated herein by reference (the "Access Easement Area"), to access that certain property owned by Seller and located to the immediate west of the Property, which Access Easement Agreement for Adjacent Property shall be permanent and run with the land and shall be recorded in the Lucas County records; and (d) the execution and delivery on or before Closing of the Option Agreement as provided in Section 3.

15. Proration of Expenses. Any transfer and conveyance taxes imposed or assessed by reason of the conveyance contemplated by this Agreement and all costs and expenses with respect to the ownership, occupancy, use and development of the Property prior to the Closing, including real property taxes, utility charges and public water and sewer service with respect to the Property, if any, shall be borne by Seller and Seller shall pay in full and clear of record any and all blight violations with respect to such Property, if any, prior to Closing, and after the Closing such costs shall be borne by Purchaser.

16. Default/Remedies. If Seller, without legal excuse, (a) fails to consummate the sale of the Property contemplated by this Agreement, (b) is in breach of any representation or warranty contained in this Agreement or (c) otherwise defaults hereunder, which default is not cured within three (3) business days following Purchaser's written notice thereof, Purchaser may

either (i) terminate this Agreement by giving written notice to Seller, whereupon neither Party shall have any further liability hereunder, except as expressly survives the termination of this Agreement or (ii) enforce the terms of this Agreement by specific performance of Seller. If Purchaser, without legal excuse, (a) fails to consummate the purchase of the Property contemplated by this Agreement, (b) is in breach of any representation or warranty contained in this Agreement; or (c) otherwise defaults hereunder, which default is not cured within three (3) business days following Seller's written notice thereof, Seller may terminate this Agreement by giving written notice thereof to Purchaser, whereupon neither Party shall have any further liability hereunder, except as expressly survives the termination of this Agreement.

17. Brokers. Each Party represents and affirms to the other that such Party has dealt with no other real estate broker or agent in connection with the negotiation of this Agreement except Cushman and Wakefield, Inc. ("the "Broker") representing Purchaser and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Agreement. Each Party shall be solely responsible for any costs, losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of the Party's foregoing representation. The Broker shall not be entitled to any commission for representing Purchaser in connection with this transaction.

18. Miscellaneous.

A. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the sale and purchase of the Property, and it is agreed that any change in, addition to, or amendment or modification of the terms hereof shall be of no effect unless reduced to writing and executed by both Purchaser and Seller. There are no oral understandings, terms, or conditions, and neither Party has relied upon any representations, express or implied, not contained herein.

B. Headings. Headings of sections are for convenience of reference only and shall not be construed as part of this Agreement.

C. Notices. Any notice or other communication required by this Agreement to be given to Purchaser or Seller shall be in writing and shall be either (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid and return receipt requested, (iii) sent by a nationally recognized overnight delivery service, in each case addressed as follows or (iv) sent by email, provided that one of the other delivery methods identified in clauses (i)-(iii) of this Section 18.C is also utilized:

If to Seller:

Department of Economic Development
Attn: Commissioner of Economic Development
One Government Center, Suite 2250
Toledo, OH 43604
Email: Brandon.Sehlhorst@toledo.oh.gov

With a copy to (which copy shall not constitute notice):

Department of Law
Attn: Director of Law
One Government Center, Suite 2250
Toledo, OH 43604
Email: Dale.Emch@toledo.oh.gov

If to Purchaser:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, MI 48326-2766
Attention: Office of the General Counsel
Email: sara.vonbernthal@fcagroup.com

With a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, MI 48326-2766
Attention: Manager – Corporate Real Estate
Email: kevin.murray@fcagroup.com

Any such notice or other communication shall be effective on the earlier of the day of its receipt by, or the day after the day on which it is sent to, Purchaser or Seller, as the case may be. If Purchaser or Seller shall change its address for the purpose of receipt of notices and other communications under this Agreement, the notice of such change of address shall be given in the manner specified above.

D. Governing Law. This Agreement shall be construed in accordance with and governed in all respects by applicable Federal law in addition to the laws of the State of Ohio.

E. Assignment; Binding Effect. This Agreement may not be assigned by either Party without the prior written consent of the other Party hereto, which shall not be unreasonably withheld, conditioned or delayed. However, Purchaser may, without the consent of Seller, assign all or any part of its right, title and interest in and to this Agreement at any time and from time to time, to a parent, subsidiary, affiliate, or successor (by merger, consolidation, transfer of assets, assumption or otherwise) of Tenant or to any trust(s), firm(s), partnership(s), person(s), or any other entity(ies) or corporation(s) controlled by or to be formed by Purchaser. Any such assignment shall be binding upon the heirs, executors, administrators and successors of Seller and Purchaser. Subject to the foregoing, all of the terms and conditions of this Agreement shall inure to the benefit and shall be binding upon the successors and assigns of Purchaser and Seller.

F. Counterparts. This Agreement may be executed and delivered in counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Each Party agrees that the use of electronic signatures of the Parties in this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or processes attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including .pdf, facsimile, or email electronic signatures.

G. Time of the Essence; 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, which next business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Agreement.

H. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the Party making the waiver.

I. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

J. Force Majeure. Neither Seller nor Purchaser shall be liable for any failure or delay in performing an obligation under this Agreement to the extent that such failure or delay is caused by an event of Force Majeure that arises after the Effective Date of this Agreement. "Force Majeure" shall be defined herein to mean any Weather Delays (as defined below), flood, hurricane, cyclone, tornado, earthquake, or other similar catastrophe, or acts of God, the public enemy, or the government or fires, acts of war or terrorism, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or other casualty or circumstance for which such party is not responsible. "Weather Delays" shall be defined herein to mean a delay caused by weather conditions on a scheduled work day which prohibits such party, or Ground Lessee, if applicable, from performing work that is on the critical path of the construction schedule on that work day.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this Purchase Agreement to be executed as of the Effective Date.

CITY OF TOLEDO,
an Ohio Municipal corporation

By: _____

Name: _____

Title: _____

FCA US LLC,
a Delaware limited liability company

By:

Gretchen Sonego	<small>Digitally signed by: Gretchen Sonego DN: cn = Gretchen Sonego, email = gretchen.sonego@fcagroup.com, c = US, o = FCA US LLC OU = Treasury Date: 2020.12.10 13:42:53 -05'00'</small>
--------------------	--

Name: Gretchen Sonego

Title: Director - Treasury

City of Toledo
Approved as to Content

Department of Development

City of Toledo
Approved as to Form

Department of Law

[Signature Page to Purchase Agreement]

EXHIBIT A

Legal Description of the Land

Land situated in City of Toledo in the County of Lucas in the State of Ohio:

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63

square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT B

Option Agreement

[SEE ATTACHED]

**CONDITIONAL OPTION AGREEMENT FOR RE-PURCHASE OF REAL PROPERTY
("Buy-Back Option")**

THIS CONDITIONAL OPTION AGREEMENT FOR THE RE-PURCHASE OF REAL PROPERTY ("Agreement") made and entered into this ___ day of _____, 20____, by and between the City of Toledo, an Ohio municipal corporation, with a mailing address of One Government Center, Suite 2250, Toledo, Ohio 43604, (the "Optionee"), and FCA US LLC, whose principal address is 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, MI 48326-2766, (the "Optionor"):

WITNESSETH:

WHEREAS, Optionor is the fee simple owner of certain real property situated in the County of Lucas, State of Ohio having addresses of 3808 Twining, Toledo, Ohio 43608 and 3733 Stickney, Toledo, Ohio 43608 and respectively listed by the Lucas County Auditor as Tax Parcel Id. Nos. 11-05974 and 11-06011 and as legally described in the attached **Exhibit A**, which is incorporated herein and made a part of this Agreement (the "Property").

WHEREAS, Optionee desires to procure an option to purchase the Property upon the terms and provisions as hereinafter set forth.

WHEREAS, Optionee is authorized to enter into this Agreement pursuant to Ordinance No. xxx-2020 passed on _____, 20_____.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, and for the mutual covenants contained herein, Optionor and Optionee hereby agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:
 - (a) "Effective Date" means the date this Agreement is entered into by the parties as above written.

- (b) “Option Fee” shall mean the total sum of One Dollar (\$1.00).
 - (c) “Option Term” shall mean that period of time commencing with the Effective Date of this Agreement and ending upon the earlier of the date that (i) a Certificate of Occupancy (as defined below) is issued for the Facility or (ii) ninety (90) days following the Target Deadline (as may be extended pursuant to Section 4(b) hereof).
 - (d) “Option Exercise Term” shall mean the period of time commencing on the later of the Target Deadline or the Extended Target Deadline, if applicable, and ending on the date that is 90 days after the Target Deadline or the Extended Target Deadline, if applicable.
 - (e) “Option Exercise Date” shall mean that date, within the Option Exercise Term, upon which the Optionor receives the written notice from Optionee exercising Optionee’s Option to purchase.
 - (f) “Closing Date” shall mean that date that is six (6) months after the Option Exercise Date or such other earlier date selected by Optionee as provided in Section 6(b).
 - (g) “Force Majeure” shall be defined herein to mean any Weather Delays (as defined below), flood, hurricane, cyclone, tornado, earthquake, or other similar catastrophe, or acts of God, the public enemy, or the government, or fires, acts of war or terrorism, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes or other casualty or circumstance for which Optionor and/or Third Party Developer (as defined below), if applicable, is not responsible. “Weather Delays” shall be defined herein to mean a delay caused by weather conditions on a scheduled work day which prohibits Optionor and/or Third Party Developer, if applicable, from performing work that is on the critical path of the construction schedule on that work day.
 - (h) “Target Deadline” shall mean the fourth anniversary of the Effective Date of this Agreement.
2. GRANT OF OPTION. In consideration of the Option Fee payable to Optionor as set forth herein and other valuable consideration, Optionor does hereby grant to Optionee the exclusive right and Option (“Option”) to purchase the Property subject to and upon the terms and conditions as set forth herein.
3. PAYMENT OF OPTION FEE. Optionee agrees to pay the Option Fee to Optionor upon execution of this Agreement.
4. CONDITION OF OPTION. Optionee’s right to exercise the Option granted herein is expressly conditioned upon and subject to the following conditions precedent:

- (a) Subject to the terms of Extension Option (as defined below), in order for Optionee to have the right to exercise the Option granted herein, Optionor or the Third Party Developer (as defined below), as applicable, shall have failed to Complete the Facility (as defined below) by the Target Deadline, as the same may be extended pursuant to the terms of Section 4(b) hereof by Optionor's exercise of the Extension Option and/or for Force Majeure (hereinafter a "Project Default"). The "Facility" shall be defined as a new building of at least 150,000 square feet, for use as a vehicle customization facility, other automotive manufacturing and/or customization related use, and/or any lawful use as determined by Optionor, which Facility shall be located on the Property. Optionor shall have completed the Facility ("Complete(d) the Facility" or "Completion of the Facility") upon the issuance of an occupancy permit or certificate of occupancy, including a temporary certificate of occupancy or the legal equivalent (the "Certificate of Occupancy"), for the Facility. Upon Completion of the Facility, this Agreement shall automatically terminate (with no further action required by the parties) and Optionee shall have no further right, title, or interest in and to the Property.
- (b) Optionee shall only have the right to exercise its Option during the Option Exercise Term, if and only if there is a Project Default and the Project Default is not due to either i) Optionee (or any agency or department of Optionee) unreasonably withholding, delaying or conditioning the issuance of a Certificate of Occupancy, including without limitation, any delays in Optionee's inspections and approval of the work for the Facility, or ii) Force Majeure. For Optionee to exercise its Option, Optionor must receive written notice of the exercise of the Option from Optionee on or before the expiration of the Option Exercise Term. Notwithstanding anything to the contrary in this Agreement, Optionor shall have the right to extend the Option Term and Target Deadline (the "Extension Option") for a specified period of time not to exceed an additional twelve (12) months (the "Extended Target Deadline") upon written notice to Optionee (the "Extension Notice") (thereby estopping Optionee from exercising its Option until after the Extended Target Deadline), which Extension Notice shall include an explanation from Optionor as to how continued and substantial progress is being made in constructing the Facility and a timeline for Completion of the Facility by the Extended Target Deadline. In the event of a delay in the Completion of the Facility as a result of Force Majeure, Optionor shall determine a reasonable estimate of the number of months that Completion of the Facility is delayed (the "Force Majeure Delay Period") and the Target Deadline shall automatically be extended by that Force Majeure Delay Period.
- (c) In evaluating its decision to exercise its Option rights granted herein, and the determination of whether or not a Project Default has occurred, Optionee agrees to consider all components of development, including, without limitation, constructed improvements and site improvements. Optionee also agrees that before exercising any option rights granted herein that it will, in good faith, meet with Optionor's

representatives in order to fully understand the existing status of Facility development, any unforeseen adverse conditions or other impediments which have resulted in justifiable delays and Optionor's bonafide intentions and ability to Complete the Facility. If a dispute arises between Optionor and Optionee relating to this Agreement, including a dispute as to whether or not a Project Default has occurred, then each of Optionor and Optionee shall appoint a liaison with appropriate decisional authority and will notify the other party of such appointed person. The liaisons will hold a meeting to attempt in good faith to resolve the dispute within thirty (30) days. Notwithstanding the foregoing thirty (30) day period, the parties retain all rights and remedies in law and in equity. Optionor explicitly reserves the right to seek injunctive relief if it believes that Optionee has improperly unlawfully exercised the Option.

5. **EXERCISE OF OPTION.** In the event of a Project Default, then Optionee may exercise its right to purchase the Property pursuant to the Option, at any time during the Option Exercise Term. The date of Optionor's receipt of said notice shall be the "Option Exercise Date." In the event the Optionee does not exercise its right to purchase the Property granted by the Option prior to the expiration of the Option Exercise Term, Optionor shall be entitled to retain the Option Fee, and this Agreement shall become null and void and neither party hereto shall have any other liability, obligation or duty hereunder or pursuant to this Agreement.
6. **CONTRACT FOR PURCHASE & SALE OF REAL PROPERTY.** In the event that the Optionee exercises its exclusive Option pursuant to and in accordance with the terms and conditions contained in this Agreement, then Optionor agrees to sell and Optionee agrees to buy the Property and both parties agree to execute a contract for such purchase and sale of the Property in accordance with the following terms and conditions, and such other terms and conditions as are reasonably agreed to by Optionor and Optionee (the "Contract").
 - (a) **Purchase Price.** The purchase price for the Property, inclusive of all real property and fixture thereon, shall be one dollar (\$1.00).
 - (b) **Closing Date.** The Closing Date shall be on or before six (6) months after the Option Exercise Date.
 - (c) **Closing Costs.** All costs of closing the Contract shall be borne by Optionor, including title commitment, prorated taxes and utilities, except for any transfer tax and/or conveyance fees, which shall be paid by Optionee. Optionor shall provide Optionee title via quit claim deed, free from liens or encumbrances other than governmental right-of-way or utility easements and other restrictions and encumbrances of record existing at the time Optionor acquired the Property and any restrictions, encumbrances and/or liens created by Optionee.

- (d) Default by Optionee; Remedies of Optionor. In the event Optionee, after exercise of the Option, fails to proceed with the closing of the purchase of the Property pursuant to the terms and provisions as contained herein and/or under the Contract, Optionor shall be entitled to terminate this Agreement and retain the Option Fee as liquidated damages and upon termination of this Agreement, Optionor shall have no further recourse against Optionee and Optionee shall have no further rights under this Agreement or under the Contract and no further right, title or interest whatsoever in and to the Property;
- (e) Default by Optionor; Remedies of Optionee. In the event Optionor fails to close the sale of Property pursuant to the terms and provisions of this Agreement and/or under the Contract, Optionee's sole and exclusive remedy against Optionor is that Optionee shall be entitled to sue for specific performance of the Contract.

7. RELEASE OF OPTION RIGHTS UPON COMPLETION OF THE FACILITY. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate and be of no further force and effect at the expiration of the Option Term with no further action required by Optionor or Optionee. Notwithstanding the foregoing, Optionee agrees to terminate and release of record the option rights granted herein on the Property and all right, title and interest in and to the Property, including those portions of the Property sold or leased to third parties, upon the Completion of the Facility.

8. INSPECTION OF THE PROPERTY. If Optionee exercises its Option to purchase the Property pursuant to and in accordance with the terms and conditions contained in this Agreement, then following the Option Exercise Date, Optionee shall have the right to access the Property pursuant to and in accordance with the terms set forth in the Contract for Optionee and Optionee's inspectors and contractors to conduct environmental and feasibility studies.

9. MISCELLANEOUS.

- (a) Execution by Both Parties. This Agreement shall not become effective and binding until fully executed by both Optionee and Optionor.
- (b) Notice. All notices, demands and/or consents provided for in this Agreement shall be in writing and shall be delivered to the parties hereto by hand or by United States Mail with postage pre-paid. Such notices shall be deemed to have been served three (3) days after the date mailed, postage pre-paid. All such notices and communications shall be addressed as follows:

If to Optionee:

Department of Economic Development

Attn: Commissioner of Economic Development
One Government Center, Suite 2250
Toledo, OH 43604
Email: Brandon.Sehlhorst@toledo.oh.gov

With a copy to (which copy shall not constitute notice):
Department of Law
Attn: Director of Law
One Government Center, Suite 2250
Toledo, OH 43604
Email: Dale.Emch@toledo.oh.gov

If to Optionor:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, MI 48326-2766
Attention: Office of the General Counsel
Email: sara.vonbernthal@fcagroup.com

With a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, MI 48326-2766
Attention: Manager – Corporate Real Estate
Email: kevin.murray@fcagroup.com,

or at such other address as either may specify to the other in writing.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(d) This Agreement may be assigned by Optionee only upon the advance written consent of both Optionor and Optionee.

(e) Successors and Assigns. Only during the Option Term, this Agreement shall run with the land and apply to, inure to the benefit of and be binding upon and enforceable against the parties hereto and their respective heirs, successors and/or permitted assigns (to the extent assignment is permitted by this Agreement).

(f) Time. Time is of the essence in this Agreement. 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 business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Agreement.

(g) Headings. The headings inserted at the beginning of each paragraph and/or subparagraph are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms or provisions hereof.

(h) Cost of this Agreement. Any cost and/or fees incurred by the Optionee or Optionor in executing this Agreement shall be borne by the respective party incurring such cost and/or fee.

(i) Recording. Optionor and Optionee agree that either party may record this Agreement upon written notice, but without further consent, of the other party; and that Optionee will release any recording related to this Agreement upon completion of the Facility in accordance with Section 7 of this Agreement

(j) Entire Agreement. This Agreement contains all of the terms, promises, covenants, conditions and representations made or entered into by or between Optionor and Optionee and supersedes all prior discussions and agreements whether written or oral between Optionor and Optionee with respect to the Property and all other matters contained herein and constitutes the sole and entire agreement between Optionor and Optionee with respect thereto. This Agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by both Optionor and Optionee.

[Signature Pages Follows]

EXECUTION VERSION
Toledo Upfit (3733 Stickney Avenue, Toledo, Ohio)

As to Optionee on this _____ day of _____, 20_____.

Optionee: City of Toledo

By: _____
Wade Kapszukiewicz, Mayor

STATE OF OHIO)
)
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio municipal corporation, on behalf of the corporation.

No oath or affirmation was administered to the Signer with respect to the notorial act.

— _____
Notary Public, Lucas County, Ohio

Approved as to form:

Approved as to content:

Director of Law

Deputy Mayor

EXHIBIT A

Legal Description of the Property

Land situated in City of Toledo in the County of Lucas in the State of Ohio:

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a

EXECUTION VERSION
Toledo Upfit (3733 Stickney Avenue, Toledo, Ohio)

distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT C

TIF Agreement

[SEE ATTACHED]

SERVICE PAYMENT AGREEMENT

This Service Payment Agreement (this “Agreement”) is made and entered into as of _____, 20____ by and between **CITY OF TOLEDO**, an Ohio municipal corporation (“City”), with an address of One Government Center, Suite 2250 Toledo, OH 43604, and **FCA US LLC**, a Delaware limited liability company (“FCA”), with an address of 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, MI 48326-2766. City and FCA are referred to in this Agreement from time to time individually as a “Party” and collectively as the “Parties.”

RECITALS:

A. The City acquired fee title to certain real property situated in the City of Toledo, a collective depiction of which real property is attached to this Agreement as Exhibit A (the “Project Site”) and incorporated into this Agreement by reference, with each parcel of real property within the Project Site referred to in this Agreement as a “Parcel”, or collectively as “Parcels” (whether as presently appearing on county tax duplicates or as subdivided or combined and appearing on future tax duplicates).

B. In addition to its acquisition, the City completed or will complete certain public improvements, including demolition, grading, utility changes or removal and environmental remediation of the Project Site (together with acquisition costs, the “Public Infrastructure Improvements”) at the City’s cost with the intent that the site be redeveloped for industrial and commercial reuse for economic development purposes. The Public Infrastructure Improvements directly benefit the Project Site, and are described in Exhibit B, which is attached and incorporated into this Agreement.

C. Pursuant to a purchase agreement dated _____, 20____ between FCA and the City, FCA has acquired fee title from the City to the Project Site. FCA as owner for itself, and at its sole discretion, and/or by or with a developer or one or more companies (each a “Company” and, together, the “Companies”) desire to undertake the construction and development of industrial, manufacturing, or other commercial buildings and related improvements at the Project Site (the “Project”). A general description of the Project is included in Exhibit C, which is attached and incorporated into this Agreement.

D. Pursuant to Ohio Revised Code (“R.C.”) Section 5709.40 and Ordinance [xxx]-2020, which was passed by the City Council (the “City Council”) of the City on _____, 20____ (the “TIF Ordinance”), the City (i) declared that the increase in assessed value of the Project Site subsequent to the adoption of the TIF Ordinance (the “Improvements”) are a public purpose and (ii) exempted 100% of the Improvements to each Parcel from real property taxation for a period of 30 years (the “TIF Exemption”).

E. The Project Site is within a Community Reinvestment Area (“CRA”), however FCA, for itself, its assigns, tenants, developers or contractors waives all rights to apply for a CRA or other exemption for the Project Site for the duration of the TIF Exemption, except as may otherwise be agreed by the City for new improvements to the Project Site and/or to the Project within the Project Site that may subsequently be made after completion of the Project.

The TIF Exemption shall be superior to any other exemption that may allowable under law and shall be binding on subsequent owners and run with the land pursuant to RC § 5709.911.

F. The TIF Ordinance, in accordance with R.C. Sections 5709.40, 5709.42, 5709.91 and 5709.911, requires FCA and all future owners of the Project Site or of a portion of any real property on a portion of the Project Site (each individually an “Owner” and collectively the “Owners”) to make or cause to be made annual service payments in lieu of real property taxes equal to the amount of real property taxes that would have been payable had the Improvements not been exempt from real property taxation under the TIF Ordinance together with any penalties and interest at the then current rate established under R.C. Sections 323.121 and 5703.47 and other payments with respect to each of the Improvements that are received by the Treasurer of the County (the “County Treasurer”) in connection with the reduction required by Ohio Revised Code Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions, as the same may be amended from time to time (collectively, the “Service Payments”).

G. Pursuant to the TIF Ordinance and a School District Compensation Agreement dated as of _____, 20____ between FCA, the City and the Toledo City School District (the “School District”), which agreement is attached to and incorporated into this Agreement as Exhibit D, the parties have agreed that compensation to the School District, during the term of the TIF Exemption, shall be made from the Service Payments in an amount equal to 67.5% of the real property taxes that would otherwise be payable each year to the School District but for the TIF Exemption (the “Compensation Payments”), in accordance with Section 5 of this Agreement.

H. FCA and/or other Owners as (i) the owner of a building or an area of the Project Site that is leased from the FCA or (ii) acquires any portion of the Project Site from FCA or its successors or assigns, will benefit from the Public Infrastructure Improvements to the Project Site, and will to the extent prudent and feasible invest in and cause improvements to the Project Site, and with the goal of increasing employment in the Project Site. Therefore, other Owners taking ownership of any real property on, or any portion of the Project Site shall be bound by the terms of this Agreement.

I. The TIF Ordinance authorizes the Service Payments to be used (i) to make payments to the School District; (ii) to make payments for the Public Infrastructure Improvements, and (iii) under R.C. Section 5709.43, for deposit into a general fund of the City.

J. Under the TIF Ordinance, the City Council has approved the terms of this Agreement and authorized its execution on behalf of the City.

K. The parties desire to enter into this Agreement on its terms and conditions to provide for the collection and disbursement of the Service Payments and Compensation Payments, and to enable, and as consideration for, the Public Infrastructure Improvements within the Project Site.

L. In consideration of the premises and covenants contained in this Agreement, FCA and the City agree as follows.

Section 1. Priority of Lien; Exemption Applications. The provisions of R.C. Section 5709.91, which specify that Service Payments will be treated in the same manner as taxes for all purposes of the lien described in R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, apply to this Agreement and to the Project Site. The provisions of R.C. Section 5709.911 apply to exemption applications filed pursuant to the TIF Ordinance and this Agreement. FCA and the City agree that the TIF Exemption application (the “TIF Application”) shall be signed by FCA or Owner of the Project Site; and pursuant to R.C. Section 5709.911(B) the TIF Exemption shall have priority and, except as otherwise provided in Section 10 below, no other exemptions shall be granted for the Project Site. FCA expressly waives any right it may have to a CRA exemption for any Improvements to the Project Site (and Parcels).

The TIF Application shall be signed and submitted as provided in Section 2 promptly following the completion of the transfer of the Project Site from the City to FCA. After the Ohio Tax Commissioner approves the TIF Application, FCA and the City shall cooperate with each other to cause a Notice and Declaration of Covenants and Conditions Relative to Service Payments in Lieu of Taxes and Other Matters (the “Declaration”), in substantially the form of Exhibit E, to be recorded in the Lucas County, Ohio real property records for each Parcel of the Project Site that provides evidence of the existence of this Agreement, it being understood and agreed that the lien of this Agreement shall, in accordance with R.C. Section 323.11 and R.C. Section 5709.91, be prior to any mortgage, assignment, lease or other conveyance by FCA of any of their part of or interest in the Parcels, and prior to any security instrument encumbering all or any part of or interest in the Parcels, and prior to any other exemption that may be provided under Ohio law; provided, however, that nothing contained in this Agreement shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. During the Term of this Agreement, FCA shall cause all instruments of conveyance of any of their interest in all or any portion of the Parcels, and of any improvements thereto, to subsequent mortgagees, lessees, lienholders, successors, assigns or transferees, to be made expressly subordinate and subject to this Agreement unless such interest is subordinate to this Agreement by operation of R.C. Section 5709.91. It is intended and agreed, and it shall be so provided by FCA and each Owner in any future deed conveying a Parcel or any part thereof, that the covenants provided in this Agreement shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit and in favor of and enforceable by the City and FCA whether or not such provision is included by an Owner in any succeeding deed to subsequent Owners. It is further intended and agreed that these agreements and covenants shall remain in effect for the full period of the TIF Exemption. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of their respective ownership of all or any portion of any Parcels and only with respect to the portion of a Parcel which is owned by the Owner. Upon satisfaction of each Owner’s obligations under this Agreement and termination of the obligations of the Owners to make the Service Payments, the City shall, upon the request of an Owner, execute an instrument

in recordable form evidencing such termination and releasing the covenants running with the land set forth in the deed.

Section 2. TIF Exemption and Related Agreements.

A. In connection with the construction of the Public Infrastructure Improvements, the City through the TIF Ordinance, has granted, among other things, with respect to the Improvements, a 100% exemption from real property taxation, commencing with respect to each of the Parcels, on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvements attributable to that Parcel would have first appeared on the tax list and duplicate of real and public utility property had the TIF Exemption not been provided under the TIF Ordinance, and ending for each Parcel 30 years after such date.

B. In accordance with R.C. Sections 5715.27 and 5709.911, the City and FCA, promptly following transfer of the Project Site by City to FCA shall file or cause to be filed a completed TIF Application for an exemption from real property taxation (DTE Form 24 or its successor form) with the Lucas County Auditor (the "County Auditor") for the Improvements to each Parcel. Both FCA or Owner and the City shall sign the TIF Application and agree to cooperate with each other for this purpose, and to cooperate with the County Auditor, the Ohio Department of Taxation, and other public officials and governmental agencies in the performance by the public officials and governmental agencies of their duties in connection with the TIF Ordinance and this Agreement.

C. The City and FCA shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve, and maintain the exemptions from real property taxation granted under the TIF Ordinance and this Agreement, including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

D. Upon approval of the TIF application by the Ohio Tax Commissioner, the City and FCA agree to execute and file with the Lucas County Recorder the Declaration.

E. City and FCA agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to conduct an annual compliance review during the term of the TIF Exemption as required by R.C. Section 5709.85. FCA further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by R.C. Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 3. Service Payments. As provided in R.C. Section 5709.42, while the TIF Exemption is in effect, the Owners are required under this Agreement and under the TIF Ordinance to make Service Payments to the County Treasurer on or before the final dates for payment of real property taxes; provided, that FCA may intend and so provide that one or more Companies will expressly assume the duty to make the Service Payments required of FCA for the Improvements attributable to the Parcel but only during the time that such Company is a tenant of FCA with respect to property within the Project Site. FCA or a subsequent Owner,

however, shall remain liable for such payment (including any interest and penalties) in the event a Company does not make such payment. The Service Payments shall be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvements if they were not exempt from real property taxation. Any late payments shall be subject to penalty and bear interest at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time. Neither any Owner nor FCA nor a Company shall, under any circumstances, be required with respect to any tax year both to pay Service Payments with respect to any Improvements and to reimburse local taxing authorities for the amount of real property taxes that would have been payable had the Improvements not been exempted from taxation pursuant to the TIF Ordinance. It is intended and agreed that the covenants to make Service Payments must remain in effect for the full Exemption Period, as permitted in accordance with the TIF Act and the TIF Ordinance. Notwithstanding anything to the contrary in this Agreement, FCA's covenant to make Service Payments under this Agreement shall only be in effect if and to the extent real property taxes (or any substitute tax meant to take the place of the assessment of real estate taxes) would have been assessed against any Improvements during the term of the TIF Exemption (absent the TIF or a CRA Exemption). FCA's or any subsequent Owner's liability under this Agreement shall not exceed the aggregate amount of the Service Payments to be made by FCA or any subsequent Owner during the term of the TIF Exemption, plus penalties, charges and interest, at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time; and provided that if FCA or any subsequent Owner fails to timely make the Service Payments, the foregoing shall not be deemed a waiver of any lien or other rights or remedies authorized under R.C. Section 5709.91 and 323.11, 323.25 and R.C. Title 57, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time.

Section 4. Tax Increment Equivalent Fund. Under the TIF Ordinance, the City has established its TIF Fund as a public improvement tax equivalent fund under R.C. Section 5709.43. The TIF Fund shall be maintained in the custody of the City. The TIF Fund shall receive all Service Payments distributed by the County Treasurer or the County Auditor to the City pursuant to R.C. Section 5709.43.

The TIF Fund shall remain in existence so long as Service Payments are collected and used for the purposes described in this Agreement and the TIF Ordinance. Then the TIF Fund shall be dissolved in accordance with R.C. Section 5709.43. Further, except as otherwise provided in this Agreement or the TIF Ordinance, moneys deposited in the TIF Fund shall be used as described in Section 5 of this Agreement.

Section 5. Use of Service Payments.

A. The County Treasurer or County Auditor, as applicable, pursuant to an agreement substantially in the form attached hereto as Exhibit E, which the City shall prepare and provide to the County Treasurer or County Auditor, as applicable, shall distribute, or cause to be distributed, the Service Payments attributable to the Project Site on a semi-annual basis for the following purposes, in the following order of priority:

FIRST, an amount from the Service Payments equal to 67.5% of the tax revenue that the School District would have received but for the TIF Exemption shall be paid to the School District pursuant to the School District Compensation Agreement, and

SECOND, the balance of the Service Payment shall be paid to the City for deposit into the TIF Fund.

B. The City agrees that the net Service Payments deposited into the TIF Fund attributable to the Project Site (being the net Service Payments after the required payments to the School District) shall be used exclusively as follows:

- a. FIRST, to pay and/or reimburse the City for costs incurred (or to be incurred) by the City for all or any portion of the Public Infrastructure Improvements incurred prior to the date of this Agreement, including, but not limited to, costs of acquisition, demolition, remediation, site and utility work and any financing costs; and
- b. SECOND, after the above Public Infrastructure Improvements are paid in full, to pay costs for any Additional Public Infrastructure Improvements that have been incurred or may be incurred by either the City pursuant to Section 6 below, or FCA or a subsequent Owner pursuant to Section 7 below that benefit the Project Site; and
- c. THIRD, any incidental surplus remaining in the TIF Fund at the expiration of the TIF exemption period shall be used as provided by R.C. Section 5709.43, as may be amended.

C. Notwithstanding any other provision of this Agreement, the City's payment obligations under this Agreement shall be limited to the monies actually on deposit or payable to the TIF Fund, and do not constitute an indebtedness of the City within the provisions and limitations of the laws and the Constitution of the State of Ohio. In the event that the County Auditor or Treasurer should at any point during the TIF Exemption period decline to pay the School District directly and instead transfer the entire amount of Service Payments to the City, the City shall accept responsibility to pay from such Service Payments the amounts due to the School District under this Agreement and the School District Compensation Agreement.

Section 6. Additional Public Infrastructure Improvements by the City. The City, only once it has received reimbursement for all of its Public Infrastructure Improvements to be paid under Section 5(B)(a) or is assured that such reimbursement shall be made from current and future Service Payments, may determine that additional Public Infrastructure Improvements

(“Additional Public Infrastructure Improvements”) are necessary and will benefit the Parcels and allocate Service Payments to fund such Additional Public Infrastructure Improvements. The City will consult with Project Site Owners relative to any Additional Public Infrastructure Improvements and shall take reasonable measures to minimize any interference with the business operations conducted at the Project Site. The construction and payment of the Additional Public Infrastructure Improvements from the TIF Fund shall be conditioned on and require appropriation and expenditure approval by Toledo City Council.

Section 7. Additional Public Infrastructure Improvements by FCA. In addition to the provision in Section 6, the City and FCA may agree that certain Additional Public Infrastructure Improvements are necessary and shall be designed and constructed by FCA and that such Additional Public Infrastructure Improvements may be paid pursuant to Section 5(B)(b) of this Agreement from Service Payments to the extent that funds are available. The City agrees that it will accept Additional Public Infrastructure Improvements that are dedicated to the City (the “Dedicated Infrastructure Improvements”), if, when and as constructed and dedicated by FCA (provided that such improvements are designed and constructed in accordance with the provisions of this Section and Section 8) and the City shall be responsible to maintain, operate, repair, and replace as necessary the Dedicated Infrastructure Improvements. The Additional Public Infrastructure Improvements retained by FCA (the “FCA Infrastructure Improvements”) will be owned and maintained by FCA. To the extent that FCA prepares or has prepared the construction plans for the Additional Public Infrastructure Improvements, the construction plans shall comply with applicable state and city design and construction standards and regulations and be subject to the approval of the City, which approval shall not unreasonably be withheld. This provision is subject to all the Public Infrastructure Improvements made by the City and payable from Service Payments under Section 5 having been fully paid or that sufficient funds from Service Payments will become available for such payment. To the extent that FCA will seek reimbursement for the eligible costs and expenses of the Additional Public Infrastructure Improvements pursuant to Section 5(B)(b) of this Agreement, the construction and payment of same from the TIF Fund shall be conditioned on and require appropriation and expenditure approval by Toledo City Council.

Section 8. Construction of the Public Infrastructure Improvements.

A. Authorization, Cooperation, Dedication, and Maintenance. Except as otherwise provided in Section 7, the City shall design and construct or cause to be designed and constructed the Public Infrastructure Improvements and Additional Public Infrastructure Improvements, if applicable, within the Project Site, proximate to the Project Site that benefit the Project Site, or both within and proximate to the Project Site.

B. Prevailing Wages. The City and FCA acknowledge and agree that the Public Infrastructure Improvements and Additional Public Infrastructure Improvements are subject to the prevailing wage requirements of R.C. Chapter 4115, and all wages paid to laborers and mechanics employed on the development of the Public Infrastructure Improvements and Additional Public Infrastructure Improvements shall be paid at not less than the prevailing rates of wages of laborers and mechanics for the classes of work called for by the Public Infrastructure Improvements or Additional Public Infrastructure Improvements, as applicable, which wages

shall be determined in accordance with the requirements of R.C. Chapter 4115. The City and the FCA shall comply and shall require compliance by all contractors developing the Public Infrastructure Improvements and Additional Public Infrastructure Improvements, with all applicable requirements of R.C. Chapter 4115 including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations its determination of the prevailing rates of wages to be paid for all classes of work required for the construction of the Public Infrastructure Improvements and Additional Public Infrastructure Improvements; and (ii) ensuring that all subcontractors receive notification of changes in prevailing wage rates as required by R.C. Chapter 4115. The City shall be responsible to designate and appoint a prevailing wage coordinator for the Additional Public Infrastructure Improvements commenced after the date of this Agreement, as provided in R.C. Section 4115.071.

C. Approval of Plans. The Public Infrastructure Improvements and Additional Public Infrastructure Improvements constructed by the City shall be constructed in accordance with construction plans approved by the City prior to commencement of construction. To the extent that the City and FCA agree that FCA shall construct Additional Public Infrastructure Improvements to the Project Site, FCA shall submit proposed construction plans for the construction of the Additional Public Infrastructure Improvements to the City.

D. Selection of Contractors. Contractors for construction of Public Infrastructure Improvements and Additional Public Infrastructure Improvements shall be selected by the party undertaking the construction in a manner determined by such party, provided that all contracts for Public Infrastructure Improvements and Additional Public Infrastructure Improvements shall be competitively bid, either formally or informally, and at least three bids shall be obtained prior to letting such contracts to the extent possible. Contracts for Additional Public Infrastructure Improvements entered into after the date of this Agreement, the costs or partial costs for which are anticipated to be reimbursed from Service Payments shall require the Contractor to enter into a Project Labor Agreement with the Northwest Ohio Building & Construction Trades Council, if the aggregate amount or cost of such Additional Public Infrastructure Improvements exceeds \$100,000.

E. Reimbursement from Service Payments. The City shall use the Service Payments in the “TIF Fund” (as defined in the TIF Ordinance) to reimburse i) the City’s cost for Public Infrastructure Improvements, specifically including all costs of acquisition, demolition, remediation and site preparation, including financing costs, of the Project Site ii) constructing Public Infrastructure Improvements (the “Costs of Public Infrastructure Improvements”) that impact the Project Site as provided in Section 5 of this Agreement. The cost of Public Infrastructure Improvements shall include any and all costs the City incurred in order to construct the Public Infrastructure Improvements, including the items of “costs of permanent improvements” as set forth in R.C. Section 133.15(B).

F. In the event that such Additional Public Infrastructure Improvements would be agreed by both parties to be constructed by FCA under Section 7, from time to time after FCA substantially completes portions of the Additional Public Infrastructure Improvements, FCA shall provide a certified statement to the City setting forth and providing reasonable evidence concerning Costs of the Additional Public Infrastructure Improvements (each a “Certified

Statement,” and collectively, the “Certified Statements”). At least twice each year, subsequent to submission of the first Certified Statement by FCA, and contingent upon the City having received funds in the TIF Fund, the City shall pay to FCA, within thirty (30) days following the City’s receipt of a Certified Statement, the lesser of (i) the Costs of the Additional Public Infrastructure Improvements, or part of the Costs of Public Infrastructure Improvements, as shown in the Certified Statements, or (ii) the funds available pursuant to Section 5 of this Agreement for payment of Costs of the Additional Public Infrastructure Improvements at that time in the TIF Fund. The City and FCA agree that all Service Payments received into the TIF Fund shall be paid in the order of priority set forth in Section 5 of this Agreement.

Should insufficient funds be available pursuant to Section 5 of this Agreement to pay the Costs of the Additional Public Infrastructure Improvements exist in the TIF Fund at the time of submission of a Certified Statement to reimburse FCA for the Costs of agreed Additional Public Infrastructure Improvements made by FCA, then the City shall maintain a record of such unpaid amounts, and the City shall pay to the FCA such amounts within thirty (30) days after such funds exist in the TIF Fund, provided that such payment shall not exceed the amount available pursuant to Section 5 of this Agreement.

Section. 9 Release. Upon satisfaction of the Company’s obligations under this Agreement and expiration of the period of exemption under the TIF Ordinance, or other termination of the obligations of FCA to make the Service Payments, the City shall, upon the request of FCA, execute an instrument in recordable form evidencing such satisfaction or termination.

Section 10. Future Improvements. The TIF Exemption and related requirement for Service Payments shall apply to all Improvements at the Project Site during the term of the TIF Exemption. However, upon payment of all costs of Public Infrastructure Improvements and Additional Public Infrastructure Improvements to be paid from the TIF Fund or if such payment for all costs is assured from current and future Service Payments to be deposited into the Fund, the City and FCA may negotiate an amendment to this Agreement relative to new Improvements that may be proposed for the Project Site after the completion of the Project. Such amendment may provide for Enterprise Zone, CRA or partial CRA exemption, provided all such amendments are allowable under applicable provisions of the Ohio Revised Code and do not interfere with the TIF Exemption for the Project. An amendment to the priority of the TIF Exemption shall only be made pursuant to a duly authorized Ordinance passed by Toledo City Council. However, in no event shall the City agree to a “use exemption” with respect to the Project Site.

Section 11. Estoppel Certificate. Upon request of FCA, the City shall execute and deliver to FCA or any proposed purchaser, mortgagee, or lessee of any Parcel, a certificate stating: (a) that the Agreement is in full force and effect, if the same is true; (b) that FCA is not in default under any of the terms, covenants or conditions of the Agreement, or, if FCA is in default, specifying same; and (c) such other matters as FCA reasonably requests.

Section 12. Representations of the Parties. FCA hereby represents that it is or intends to be the owner in fee simple of all of the Project Site, it has full power and authority to

enter into this Agreement and carry out its terms, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of FCA, and that this Agreement is supported by consideration. The City represents that the TIF Ordinance was passed by the City Council on _____ and remains in full force and effect, that this Agreement is authorized by the TIF Ordinance, that the City has full power and authority to enter into this Agreement, to carry out its terms and to perform its obligations under this Agreement and under the TIF Ordinance, that the persons whose names appear on this Agreement are duly authorized and empowered to make and execute this Agreement on behalf of the City, and that the City will not transfer, encumber, spend, or use any Service Payments other than as provided in the TIF Ordinance and in this Agreement.

Section 13. Remedies.

a. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party to this Agreement, or any successor to such party, such party (or successor) shall, within 45 days of receipt of written notice from either of the others, proceed to cure or remedy such default or breach. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, any aggrieved party may institute such proceeding as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, a proceeding to compel specific performance by the party in default or breach of its obligations. All rights and remedies shall not be cumulative and those remedies described in this Agreement shall be the sole and exclusive remedies for the particular identified breach and such remedies of the City shall not exceed the aggregate amount of the unpaid Service Payments to be made by FCA or any subsequent Owner during the remaining term of the TIF Exemption, plus penalties, charges and interest at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time. Notwithstanding the foregoing, nothing in this Agreement shall preclude the City, County Treasurer or County Auditor from pursuing any lien rights and/or any other rights and remedies under R.C. Sections 5709.91, 323.11, 323.25 and R.C. Title 57, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time.

b. Unforeseeable Delay. No party shall be considered in breach of its obligations under this Agreement due to unforeseeable causes beyond its reasonable control and without its fault or negligence, including, but not restricted to, acts of God, acts of the public enemy, acts of the Federal Government, orders of courts, acts of the other party, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. The party seeking the benefit of the provisions of this subsection shall, within 15 calendar days after actual notice of any such unforeseeable delay, have first notified the other parties of such unforeseeable delay in writing, and of the cause or causes of the unforeseeable delay and the time for performance shall be extended for a period equal to the unforeseeable delay. With respect to FCA, delays or failures to perform due to lack of funds shall not be deemed unforeseeable delays beyond the reasonable control of FCA.

Section 14. Successors. This Agreement shall be binding upon and inure to the benefit of FCA and its beneficiaries, successors and assigns, including successive as well as immediate successors and assigns; and shall be binding upon and inure to the benefit of the City, and its successors and assigns.

Section 15. Agreement Binding on Parties; No Personal Liability; City Consents. All covenants, obligations, and agreements of the City and FCA contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, official, officer, agent, or employee of the City or of any individual person who is a partner, shareholder, director, member, manager, employee, officer, or agent of FCA other than in their capacity as a partner, shareholder, director, member, manager, employee, officer, or agent, and neither the members of the City Council, nor any City official executing this Agreement, or any individual person executing this Agreement on behalf of FCA, shall be liable personally by reason of the covenants, obligations, or agreements of the City or FCA contained in this Agreement. The City is a political subdivision of the State of Ohio and entitled to all of the immunities and defenses provided by law.

Any consent of the City to be given under this Agreement may be given by the Authorized City Representative and shall be given in writing.

Section 16. Merger and Amendments. This Agreement supersedes any and all other agreements, either oral or in writing, between the City and FCA with respect to the matters contained in this Agreement, and contains all of the covenants, agreements, and other terms and conditions between the City and FCA with respect to the same. No waivers, alterations, or modifications of this Agreement shall be valid unless in writing and duly executed by each of the City and FCA.

Section 17. Notices. Except as otherwise specifically set forth in this Agreement, all notices, certificates, demands, requests, consents, or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, demands, requests, consents or approvals, or other communications shall be sent. The present notice addresses of the parties follow:

- (a) To the City at: City of Toledo, Ohio
One Government Center, Suite 2250
Toledo, Ohio 43604
Attention: Law Director

(b) To FCA: FCA US LLC
1000 Chrysler Drive,
CIMS 485-14-23
Auburn Hills, MI 48326-2766
Attention: Office of the General Counsel

With a Copy to: FCA US LLC
1000 Chrysler Drive
CIMS 485-12-78
Auburn Hills, MI 48326-2766
Attention: Manager – Corporate Real Estate

With a Copy to: FCA US LLC
1000 Chrysler Drive
CIMS 485-12-30
Auburn Hills, MI 48326-2766
Attention: Tax Department

Section 18. Counterparts. This Agreement may be signed in one or more counterparts or duplicate signature pages with the same force and effect as if all required signatures were contained in a single original instrument. Any one or more of such counterparts or duplicate signature pages may be removed from any one or more original copies of this Agreement and annexed to other counterparts or duplicate signature pages to form a completely executed original instrument. Each party agrees that the use of electronic signatures of the parties to this Agreement are intended to authenticate this Agreement and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or process attached to or logically associate with a record and executed and adopted by a party with the intent to sign such record, including pdf, facsimile, or email electronic signatures.

Section 19. Severability and Cooperation Clause. In the event that any portions, sections or subsections of this Agreement are rendered invalid by the decision of any court or by the enactment of any law, resolution, or regulation, such provision of this Agreement will be deemed to have never been included therein and the balance of the Agreement shall continue in full force and effect. If the terms of this Agreement, or any amendment or amendments to any provision of City laws that are required to be enacted or amended as a consequence of this Agreement, are challenged by either referendum or administrative appeal to the courts or such other legal or equitable remedies sought by those who may oppose this Agreement, the parties agree to cooperate with each other to uphold the validity and enforceability of this Agreement, because the parties recognize that it is within the discretion of the City under the laws and Constitution of the State of Ohio to provide for agreements between landowners and municipalities to further what is in the best interest of the public health, safety and welfare of a municipality and the other rights of private property there under. This cooperation clause only pertains to City Council decisions relating to this Agreement, and this cooperation clause cannot be used to attempt to force the City Council to override other legislative or administrative decisions relating to the Project.

Section 20. Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed, either by the parties to this Agreement or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture or other association between FCA and the City.

Section 21. Governing Law and Choice of Forum. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions that would cause the application of the laws of another jurisdiction. Each of the City and FCA irrevocably consents to the jurisdiction of any state or federal court located within Lucas County, Ohio in connection with any matter based upon or arising out of this Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Ohio, and waived and covenants not to assert or plead any objection which they might otherwise have under such jurisdiction or such process.

Section 22. Equal Employment Opportunity. Each party agrees that it will not discriminate against any customer, employee or applicant for employment because of race, religion, color, sex, age, national origin or disability.

Section 23. Further Actions. The City and FCA agree to execute such additional documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement.

Section 24. Language. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for nor against the City or FCA. Captions and Section headings in this Agreement are for convenience only and are not to be constructed as part of this Agreement or in any way defining, limiting or amplifying the provisions of this Agreement.

Section 25. Term. The City, and FCA agree that except as expressly set forth in this Agreement, following the payment of all Service Payments due pursuant to the TIF Ordinance and this Agreement, this Agreement and all obligations of the parties under this Agreement (except as otherwise set forth in this Agreement) shall terminate and be of no further force or effect.

[Remainder of the Page Intentionally Left Blank]

[Signature Pages Follow]

As evidence of their intent to be bound by this Agreement, the authorized representatives of each of the City and FCA have executed this Agreement for and on behalf of the City and the FCA as of the date first set forth above.

CITY OF TOLEDO

By: _____
Wade Kapszukiewicz, Mayor

Approved as to Content:

Economic Development Director

Approved as to Form:

Law Department

STATE OF OHIO)
) SS:
COUNTY OF LUCAS)

On the ___ day of _____, 20____, before me, a Notary Public, in and for said County and State, personally appeared, Wade Kapszukiewicz, Mayor of the City of Toledo, Ohio, who affirmed that pursuant to due authorization he executed the within and foregoing instrument for and on behalf of the City of Toledo, Ohio, in his official capacity, and that the same is the free act and deed of the City of Toledo, Ohio.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

EXHIBIT A

TIF PARCELS

The real property subject to the Tax Increment Service Agreement is composed of the parcels included in the table below and as further depicted graphically below.

Project Site - TIF Exempt Parcels					
Parcel ID	Address	City	State	Zip Code	Acres
11-05974	3808 Twining	Toledo	Ohio	43608	38.2169
11-06011	3733 Stickney	Toledo	Ohio	43608	2.4609



Legal Description of Parcels on following pages

EXHIBIT A

TIF PARCELS - LEGAL DESCRIPTION

Prior Deed: O.R.20141230-0052839,
O.R.20150112-0001051, O.R.20150209-0004877,
O.R.20150211-0005237, O.R.20150522-0020178,
O.R.20150803-0031607 & O.R.20150828-0036131
Parcel: 11-05974
Prior Deed: O.R.20150112-0001051,
O.R.20150227-0007642, O.R.20150602-0021575,
O.R.20150608-0022575, O.R.20150608-0022576,
O.R.20150622-0024585, O.R.20150630-0025988,
O.R.20150706-0026717, O.R.20150709-0027341,
O.R.20150710-0027573, O.R.20150710-0027574,
O.R.20150821-0034912 & O.R.20150825-0035500
Parcel: 1106011
LE Survey #51157

Legal Description of Combined Parcel: Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476
Principal, Lewandowski Engineers
The Chief Bldg. @ 234 N. Erie St.
Toledo, Ohio, 43604
Office: 419.255.4111
MDL@LewandowskiEng.com

This Legal Description
Approved As Of 12-15-2020
DATE
Alan A. Ortman
Alan A. Ortman, P.S. #8649

EXHIBIT B

PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements specifically include the costs of financing the Public Infrastructure Improvements, including the items of “costs of permanent improvements” set forth in Ohio Revised Code Section 133.15(B), and incurred with respect to the Public Infrastructure Improvements, which “costs” specifically include any reimbursement payments for the reimbursement of the costs of the Public Infrastructure Improvements and the debt service on, and other expenses relating to the issuance of, any bonds, notes, or other obligations issued to finance the Public Infrastructure Improvements.

The City Council, in the TIF Ordinance, has determined that all of the Public Infrastructure Improvements described below are “public infrastructure improvements” (as defined in Ohio Revised Code Sections 5709.40(A)(8) and are intended to benefit or serve the parcels of each TIF District. Without limiting the generality of the preceding sentence, the Public Infrastructure Improvements specifically may include the following:

1. Constructing, reconstructing, extending, opening, improving, widening, grading, draining, curbing and changing of the lines and traffic patterns of roads, highways, streets, railways, bridges (including roadway, railway, and pedestrian), existing roadways adjacent to and providing ingress and egress to property, sidewalks, bikeways, medians and viaducts, constructing and improving surface parking lots or parking structures and related improvements, providing lighting systems, together with all appurtenances therefore, and the continued maintenance of those improvements.
2. Constructing and reconstructing public fountains, public parks or public greenspaces, including grading, trees, park plantings, park accessories and related improvements, together with all appurtenances thereto.
3. Constructing, reconstructing and installing of public utility improvements, water distribution lines (including necessary site grading therefore), storm and sanitary sewers (including necessary site grading therefore), water and fire protection systems, and all appurtenances thereto, and the continued maintenance of those improvements.
4. Constructing and installing streetscape improvements including trees, tree grates, curbs, sidewalks, street and sidewalk lighting, trash receptacles, benches, newspaper racks, burial of overhead utility lines and related improvements, together with all appurtenances thereto; design and traffic studies preliminary to the foregoing.
5. Constructing and installing communications service facilities, including but not limited to cable and broadband service infrastructure improvements.
6. Stormwater and flood remediation projects including such projects on private property when determined to be necessary for public health, safety, and welfare.

7. Designing, engineering, constructing, and improving the new infrastructure for electric, gas, telephone, and cable service (including fiber optics), including aid to construction fees for gas, aid to construction fees for electric, including the provision of gas or electric service facilities owned by nongovernmental entities when such improvements are determined to be necessary for economic development purposes, with related site improvements and appurtenances thereto.
8. Acquisition and development of property, including acquisition in aid of industry, commerce, distribution, or research, demolition of blighted, dilapidated, or functionally obsolete structures for redevelopment opportunities, including demolition on private property when determined to be necessary for economic development purposes.
9. Enhancement of public waterways through improvements that allow for greater public access.
10. Environmental studies and remediation.
11. Acquiring real estate or interests in real estate, including related right-of ways, necessary to accomplish the improvements enumerated in clauses 1 through 9.
12. Any on-going administrative expenses relating to the Public Infrastructure Improvements and maintaining the service payments in lieu of taxes, including but not limited to engineering, architectural, legal, and other consulting and professional services.
13. All inspection fees and other governmental fees related to the foregoing.
14. Any other costs of public infrastructure improvements as permitted by law.

EXHIBIT C

PROJECT DESCRIPTION

The construction of a new building together with the onsite and offsite improvements, machinery, and equipment required in connection therewith, for use as a vehicle customization facility, other automotive manufacturing and/or customization related use, and/or for any other lawful use as determined by FCA.

EXHIBIT D
SCHOOL DISTRICT COMPENSATION AGREEMENT

See following document

SCHOOL DISTRICT COMPENSATION AGREEMENT

This School District Compensation Agreement (the "AGREEMENT") is made and entered into this day _____ of _____, 20__ by and between the City of Toledo ("CITY"), FCA US LLC ("FCA") and the Toledo City School District (the "DISTRICT").

WHEREAS, The CITY has made and will make public infrastructure improvements, including the acquisition, remediation and site redevelopment of certain property (the "TIF PARCELS") as specified in Ord. xxx-20____, duly passed by the City Council of the CITY on _____ and attached hereto as **Exhibit A** (the "TIF ORDINANCE") and located within the District's boundaries, with the intent that the site be redeveloped for industrial and commercial reuse for economic development purposes; and

WHEREAS, FCA anticipates acquiring the Parcels from the CITY for commercial and industrial purposes and to make improvements thereto; and

WHEREAS, pursuant to Sections, 5709.40 and 5709.82 of the Ohio Revised Code ("ORC") and all applicable provisions of Ohio law, the CITY has proposed a real property tax exemption of 100% for thirty (30) years (the "TIF EXEMPTION") for the increase in the assessed value of any real property ("IMPROVEMENTS") that would first appear on the tax list and duplicate of real and public utility property attributable to the TIF Parcels, as defined by ORC Section 5709.40(A)(4), commencing with respect to each of the TIF Parcels, on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvements attributable to that Parcel would have first appeared on the tax list and duplicate of real and public utility property had the TIF Exemption not been provided under the TIF Ordinance, and ending for each Parcel 30 years after such date;

WHEREAS, during any period that the TIF EXEMPTION is in effect with respect to a parcel designated under the TIF Ordinance, FCA or any successor owner of such parcel shall be required to make payments in lieu of taxes that otherwise would be due but for the TIF EXEMPTION to the County Treasurer; and

WHEREAS, to ensure that the DISTRICT will benefit from the IMPROVEMENTS, the CITY, FCA and the DISTRICT are entering into this AGREEMENT to provide that the DISTRICT shall receive a portion of any Service Payments made pursuant to the TIF EXEMPTION; and

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Subject to the final determination of the TIF EXEMPTION by the Ohio Department of Taxation, the owners of parcels specified in Exhibit A of Ordinance _____ shall be required with respect to any IMPROVEMENT to said parcels to make service payments in lieu of ad valorem real property taxes ("SERVICE PAYMENTS") to the County Treasurer in

an amount equal to the real property taxes that would be payable with respect to the IMPROVEMENTS but for the TIF EXEMPTION. An owner's liability for SERVICE PAYMENTS shall be subject to the priority of other duly authorized real property tax exemptions granted pursuant to the Ohio law. Compensation to the DISTRICT under this AGREEMENT is subject to receipt by the County Treasurer of SERVICE PAYMENTS.

Section 2. The CITY, FCA and the DISTRICT agree that, pursuant to and as authorized by the DISTRICT'S duly adopted Resolution No. 304-2015, the DISTRICT shall receive from the SERVICE PAYMENTS an amount equivalent to sixty-seven and one-half percent (67.5%) of the amount that the DISTRICT would have otherwise received from real property tax revenues attributable to the TIF PARCELS but for the TIF EXEMPTION. The CITY shall request the County Auditor to pay directly to the DISTRICT from the SERVICE PAYMENTS, the amounts due under this AGREEMENT prior to remitting the balance of such SERVICE PAYMENTS to the CITY in accordance with the terms of Ordinance _____.

Section 3. The DISTRICT agrees that the payments to the DISTRICT provided in this AGREEMENT shall be the sole compensation payments due to the SCHOOL DISTRICT with respect to the TIF EXEMPTION. The treatment of any and all such compensation provided herein fully addresses the rights, obligations and responsibilities of the parties, including any interest in income taxes generated as a direct or indirect result of the IMPROVEMENTS under ORC Section 5709.82. The DISTRICT hereby waives any notice requirements set forth in ORC Sections 5709.40, 5709.83 and 5715.27 with respect to the TIF EXEMPTION and waives any defects or irregularities relating to the TIF EXEMPTION.

Section 4. The parties agree that they will not discriminate against any contractor, employee or applicant for employment because of race, ancestry, religion, color, sex age, national origin or disability, or other legally protected status.

Section 5. This AGREEMENT sets forth the ENTIRE AGREEMENT and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this AGREEMENT.

Section 6. This AGREEMENT shall be governed by and interpreted under the laws of the State of Ohio and any action or proceeding arising from this AGREEMENT shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio

Section 7. This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this AGREEMENT may execute this AGREEMENT by signing any such counterpart. Each party agrees that the use of electronic signatures of the parties to this AGREEMENT are intended to authenticate this Agreement and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or process attached to or logically associate with a record and executed and adopted by a party with the intent to sign

such record, including pdf, facsimile, or email electronic signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESSETH WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date set forth above.

CITY
City of Toledo

DISTRICT
Toledo City School District

By: _____

By: _____
Superintendent

Printed Name

By: _____
Treasurer

Title

By: _____
President of the Board

Date: _____

Date: _____

Approved as to Content:

FCA
FCA US LLC

Approved as to Form:

By: _____

Printed Name

Title: _____

Date: _____

EXHIBIT E

**NOTICE AND DECLARATION OF COVENANTS AND CONDITIONS
RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES AND OTHER MATTERS**

See following document

**NOTICE AND DECLARATION OF COVENANTS AND CONDITIONS
RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES
AND OTHER MATTERS**

**PURSUANT TO THE TAX INCREMENT FINANCING
PROPERTY TAX EXEMPTION
FOR THE FOLLOWING PARCELS**

PARCEL ID:

11-05974

11-06011

THIS NOTICE AND DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES AND OTHER MATTERS (this “Declaration”) is made and executed as of _____, 20____ by FCA US LLC, a Delaware limited liability company (“FCA”), with an address of 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, MI 48326-2766, and the CITY OF TOLEDO, an Ohio municipal corporation (the “City”) with an address of One Government Center, Suite 2250, Toledo, Ohio 43604.

WITNESSETH:

WHEREAS, FCA is the owner of certain parcels of real property located in the City of Toledo, Lucas County, Ohio, a description of which real property is attached to this Declaration as Exhibit A and incorporated into this Declaration by this reference (each a “Parcel”, and collectively the “Parcels”) and, with each part of such real property as now or after the date of this Declaration configured, including without limitation future air-rights parcels, also being referred to as a “Parcel”), and

WHEREAS, the City, by its Council Ordinance No. xxx-20____ passed _____, 20____ (the “TIF Ordinance”) has declared that one-hundred percent

(100%) of the increase in the assessed value of each parcel identified on Exhibit A attached to the TIF Ordinance (each, a “TIF Parcel”) subsequent to the effective date of the TIF Ordinance (such increase being referred to as the “Improvement,” as further defined in Ohio Revised Code (“R.C.”) Section 5709.40 and the TIF Ordinance) is a public purpose and is exempt from real property taxation (such exemption referred to in this Declaration as the “TIF Exemption”) commencing for each TIF Parcel on the tax year in which the Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of the Ordinance (the “Commencement Date”) and ending on the date which is thirty (30) years after such Commencement Date (the thirtieth (30th) such year being referred to herein as the “TIF Expiration Year”), all in accordance with the requirements of R.C. Sections 5709.40, 5709.42, and 5709.43 (collectively, and together with all related provisions of the Ohio Revised Code, as the same may be enacted or amended from time to time, the “TIF Statutes”) and the TIF Ordinance; and

WHEREAS, each Parcel is identified as a TIF Parcel in the TIF Ordinance; and

WHEREAS, each Parcel is within a Community Reinvestment Area (“CRA”), and FCA has waived any rights to a CRA exemption in favor of the TIF Exemption for the duration of the TIF Exemption, except as may otherwise be agreed by the City for new improvements to the Parcels and/or the Project (as defined in the TIF Agreement) within the Parcels that may subsequently be made after completion of the Project; and

WHEREAS, the City determined it necessary that certain public infrastructure improvements be made as specified in the TIF Ordinance (the “Public Infrastructure Improvements”), including but not necessarily limited to the Public Infrastructure Improvements described in the TIF Ordinance, which FCA agrees directly, or will directly, benefit the Parcels; and

WHEREAS, FCA and the City have pursuant to the TIF Ordinance entered into a Service Payment Agreement dated _____, 20____ (the “TIF Agreement”) in which FCA has agreed, while the TIF Exemption is in effect, that FCA, and/or FCA’s successors, assigns or transferees, shall make payments in lieu of property taxes equal to the amount of real property taxes that would otherwise be due as a result of the Improvement to the Parcels, but for the TIF exemption, pursuant to R.C. Section 5709.42 (the “Service Payments”); and

WHEREAS, FCA, the City and the Toledo City School District (the “School District”) have entered into a School District Compensation Agreement, (the “Compensation Agreement”), a copy of which is attached to this Declaration as Exhibit B, in which the parties have agreed that, while the TIF Exemption is in effect, a portion of the Service Payments will be paid to the School District in accordance with the terms of the School District Resolution No. 304-2015 and Section 5 of the TIF Agreement; and

WHEREAS, the City has determined and FCA has agreed that it is necessary and appropriate and in the best interests of the City and FCA to provide, except as otherwise expressly specified in this Declaration, for each owner of a Parcel (each an “Owner”) to make Service Payments in lieu of real property taxes with respect to the Improvement to that Parcel, which Service Payments will be used to pay costs of the Public Infrastructure Improvements pursuant to and in accordance with the TIF Statutes, the TIF Ordinance and the TIF Agreement, as may be amended or supplemented from time to time; and

WHEREAS, this Declaration is being made and filed of record pursuant to Section 2 of the TIF Agreement and R.C. Section 5709.911; and

NOW, THEREFORE, FCA, for itself as an Owner and for each successive Owner, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that each Parcel owned by an Owner and any improvements on each Parcel will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. Use of Defined Terms.

In addition to the words and terms elsewhere defined in this Declaration, capitalized words used in this Declaration where the rules of grammar would not otherwise require shall have the meaning specified in the TIF Ordinance.

Section 2. Covenant to Make Service Payments. Except as otherwise expressly specified in this Declaration, each Owner shall be responsible to make Service Payments for the Parcel it owns attributable to its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the TIF Agreement, and any subsequent amendments or supplements to the TIF Statutes, the TIF Ordinance, or the TIF Agreement; provided, that FCA may intend and so provide that one or more developers or companies (each a “Company” and, together, the “Companies”) will expressly assume the duty to make the Service Payments required of FCA for the Improvements attributable to the Parcel but only during the time that such Company is a tenant of FCA with respect to property within such Parcel. Service Payments for each Parcel will be made to the Lucas County Treasurer (or to that Treasurer’s designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for that Parcel and will be in the same amount as the real property taxes that would have been charged and payable against the Improvements to that Parcel had the TIF Exemption not been granted, including any penalties and interest. Any late payments will bear penalties and interest at the then-current rate established under R.C. Sections 323.121 and 5703.47 or any successor provisions, as the same may be amended from time to time. No Owner shall enter into a delinquent tax or Service Payment agreement pursuant to R.C. Section 323.31.

Each Owner’s obligation to make the Service Payments under R.C. Section 5709.42

shall be and is unconditional, and shall not and cannot be terminated for any cause, and no Owner shall have the right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction or damage to the Parcel or the structures on the Parcel, commercial frustration of purpose, or any failure by the City to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with the TIF Ordinance. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to the Improvement to a Parcel, whether pursuant to R.C. Section 5709.42, the TIF Ordinance, the TIF Agreement, or this Declaration. The City and FCA agree that the TIF Fund (as defined in the TIF Ordinance) created by the TIF Ordinance will receive all Service Payments distributed by the County Treasurer or the County Auditor to the City pursuant to R.C. Section 5709.43.

Section 3. Exemption Applications. No Additional Exemptions. Each Owner shall prepare and file all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the TIF Statutes and the TIF Ordinance and to enable the City to collect the Service Payments in a timely manner.

The Owners shall not apply for any other real property tax exemption for a Parcel for the duration of the TIF Exemption without the express, written consent of the City.

Section 4. Provision of Information. The City and each Owner agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of the TIF Exemption the compliance of each Owner with the terms of the TIF Ordinance and the TIF Statutes. Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by R.C. Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 5. Covenants to Run With the Land. FCA agrees on behalf of itself as an Owner and each successive Owner that the covenants contained in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and FCA (each a "Beneficiary") against each Parcel, any improvements on each Parcel, and the Owner of each Parcel, without regard to whether the Beneficiary has at any time been, remains, or is an owner of any land or interest in land to, or in favor of, which these covenants relate. Each Beneficiary has the right in the event of any breach of any covenant contained in this Declaration to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it or any other Beneficiary of that covenant may be entitled to cure that breach; provided, however, FCA's or any subsequent Owner's liability under this Declaration or the TIF Agreement shall not exceed the aggregate

amount of the Service Payments to be made by FCA or any subsequent Owner during the term of the TIF Exemption, plus penalties, charges and interest, at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time; and provided that if FCA or any subsequent Owner fails to timely make the Service Payments, the foregoing shall not be deemed a waiver of any lien or other rights or remedies authorized under R.C. Section 5709.91 and 323.11, 323.25 and R.C. Title 57, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time.

FCA further agrees on behalf of itself as an Owner and each successive Owner that all covenants in this Declaration, whether or not these covenants are included by any Owner of a Parcel in any deed to that Owner's successors and assigns, shall be binding upon each subsequent Owner and shall be enforceable by each Beneficiary, and that any future Owner of that Parcel shall be treated as the declarant hereof and Owner with respect to that Parcel for all purposes of this Declaration.

The covenants contained in this Declaration will remain in effect so long as the Service Payments can be collected pursuant to the TIF Statutes, the TIF Ordinance, and the TIF Agreement, unless otherwise modified or released in writing by the City and FCA in a written instrument filed in the official records of the Lucas County Recorder.

The covenants in this Declaration have priority over all obligations arising from ground leases, other leases, mortgages, trust indentures, bond indentures and other debt instruments, and any other lien or encumbrance on any Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and each Owner will, upon the request of the City, cause any and all holders of mortgages or other liens existing on each Parcel it owns as of the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land. FCA intends and the Owners agree that this Declaration shall not be deemed to be an executory contract terminable in bankruptcy proceedings under Title 11 of the United States Code. Nothing contained in this Declaration shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. Each Owner acknowledges that the provisions of R.C. Section 5709.91, which specify that Service Payments will be treated in the same manner as taxes for all purposes of the lien described in R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, apply to the Parcels and any improvements on the Parcels. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of their respective ownership of all or any portion of any Parcels and only with respect to the portion of a Parcel which is owned by the Owner.

Section 6. Third-Party Beneficiaries. This Declaration shall inure to the benefit of, and be enforceable by the City and FCA.

Section 7. Defeasance. Without in any manner altering the covenants contained in this Declaration, the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be partially released to the extent of Service Payments actually paid for any Parcel, and upon payment of all Service Payments attributable to dates prior to the last day of the TIF Expiration Year, then the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be void, otherwise it shall remain in full force and effect.

[Remainder of Page Left Intentionally Blank]

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, FCA and the City have caused this Declaration to be executed and effective as of _____, 20____.

FCA:

FCA US LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of FCA US LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

CITY:

CITY OF TOLEDO

By: Wade Kapszukiewicz, Mayor

Approved as to content:

Approved as to form:

Department of Development

Law Department

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Wade Kapszukiewicz, the Mayor of the City of Toledo, an Ohio municipal corporation, on behalf of the corporation.

No oath or affirmation was administered to the Signer with respect to the notorial act.

Notary Public, Lucas County, Ohio

This instrument prepared by:
Eileen M. Granata, Attorney
City of Toledo
One Government Center
Toledo, Ohio 43604

EXHIBIT A

TIF PARCELS

The real property subject to the Tax Increment Service Agreement is composed of the parcels included in the table below and as further depicted graphically below.

Project Site - TIF Exempt Parcels					
Parcel ID	Address	City	State	Zip Code	Acres
11-05974	3808 Twining	Toledo	Ohio	43608	38.2169
11-06011	3733 Stickney	Toledo	Ohio	43608	2.4609



Legal Description of Parcels on following pages

EXHIBIT A

TIF PARCELS – LEGAL DESCRIPTON

Land situated in City of Toledo in the County of Lucas in the State of Ohio:

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT B

SCHOOL DISTRICT COMPENSATION AGREEMENT

This School District Compensation Agreement (the "AGREEMENT") is made and entered into this day _____ of _____, 20__ by and between the City of Toledo ("CITY"), FCA US LLC ("FCA") and the Toledo City School District (the "DISTRICT").

WHEREAS, The CITY has made and will make public infrastructure improvements, including the acquisition, remediation and site redevelopment of certain property (the "TIF PARCELS") as specified in Ord. xxx-20____, duly passed by the City Council of the CITY on _____ and attached hereto as **Exhibit A** (the "TIF ORDINANCE") and located within the District's boundaries, with the intent that the site be redeveloped for industrial and commercial reuse for economic development purposes; and

WHEREAS, FCA anticipates acquiring the Parcels from the CITY for commercial and industrial purposes and to make improvements thereto; and

WHEREAS, pursuant to Sections, 5709.40 and 5709.82 of the Ohio Revised Code ("ORC") and all applicable provisions of Ohio law, the CITY has proposed a real property tax exemption of 100% for thirty (30) years (the "TIF EXEMPTION") for the increase in the assessed value of any real property ("IMPROVEMENTS") that would first appear on the tax list and duplicate of real and public utility property attributable to the TIF Parcels, as defined by ORC Section 5709.40(A)(4), commencing with respect to each of the TIF Parcels, on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvements attributable to that Parcel would have first appeared on the tax list and duplicate of real and public utility property had the TIF Exemption not been provided under the TIF Ordinance, and ending for each Parcel 30 years after such date;

WHEREAS, during any period that the TIF EXEMPTION is in effect with respect to a parcel designated under the TIF Ordinance, FCA or any successor owner of such parcel shall be required to make payments in lieu of taxes that otherwise would be due but for the TIF EXEMPTION to the County Treasurer; and

WHEREAS, to ensure that the DISTRICT will benefit from the IMPROVEMENTS, the CITY, FCA and the DISTRICT are entering into this AGREEMENT to provide that the DISTRICT shall receive a portion of any Service Payments made pursuant to the TIF EXEMPTION; and

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Subject to the final determination of the TIF EXEMPTION by the Ohio Department of Taxation, the owners of parcels specified in Exhibit A of Ordinance _____ shall be required with respect to any IMPROVEMENT to said parcels to make service payments in lieu of ad valorem real property taxes ("SERVICE PAYMENTS") to the County Treasurer in

an amount equal to the real property taxes that would be payable with respect to the IMPROVEMENTS but for the TIF EXEMPTION. An owner's liability for SERVICE PAYMENTS shall be subject to the priority of other duly authorized real property tax exemptions granted pursuant to the Ohio law. Compensation to the DISTRICT under this AGREEMENT is subject to receipt by the County Treasurer of SERVICE PAYMENTS.

Section 2. The CITY, FCA and the DISTRICT agree that, pursuant to and as authorized by the DISTRICT'S duly adopted Resolution No. 304-2015, the DISTRICT shall receive from the SERVICE PAYMENTS an amount equivalent to sixty-seven and one-half percent (67.5%) of the amount that the DISTRICT would have otherwise received from real property tax revenues attributable to the TIF PARCELS but for the TIF EXEMPTION. The CITY shall request the County Auditor to pay directly to the DISTRICT from the SERVICE PAYMENTS, the amounts due under this AGREEMENT prior to remitting the balance of such SERVICE PAYMENTS to the CITY in accordance with the terms of Ordinance _____.

Section 3. The DISTRICT agrees that the payments to the DISTRICT provided in this AGREEMENT shall be the sole compensation payments due to the SCHOOL DISTRICT with respect to the TIF EXEMPTION. The treatment of any and all such compensation provided herein fully addresses the rights, obligations and responsibilities of the parties, including any interest in income taxes generated as a direct or indirect result of the IMPROVEMENTS under ORC Section 5709.82. The DISTRICT hereby waives any notice requirements set forth in ORC Sections 5709.40, 5709.83 and 5715.27 with respect to the TIF EXEMPTION and waives any defects or irregularities relating to the TIF EXEMPTION.

Section 4. The parties agree that they will not discriminate against any contractor, employee or applicant for employment because of race, ancestry, religion, color, sex age, national origin or disability, or other legally protected status.

Section 5. This AGREEMENT sets forth the ENTIRE AGREEMENT and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this AGREEMENT.

Section 6. This AGREEMENT shall be governed by and interpreted under the laws of the State of Ohio and any action or proceeding arising from this AGREEMENT shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio

Section 7. This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this AGREEMENT may execute this AGREEMENT by signing any such counterpart. Each party agrees that the use of electronic signatures of the parties to this AGREEMENT are intended to authenticate this Agreement and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or process attached to or logically associate with a record and executed and adopted by a party with the intent to sign

such record, including pdf, facsimile, or email electronic signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESSETH WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date set forth above.

CITY
City of Toledo

DISTRICT
Toledo City School District

By: _____

By: _____
Superintendent

Printed Name

By: _____
Treasurer

Title

By: _____
President of the Board

Date: _____

Date: _____

Approved as to Content:

FCA
FCA US LLC

Approved as to Form:

By: _____

Printed Name

Title: _____

Date: _____

EXHIBIT F

ACKNOWLEDGEMENT OF COUNTY AUDITOR

The undersigned Auditor of the County of Lucas, Ohio hereby acknowledges, pursuant to the foregoing Tax Increment Service Agreement (the “TIF Agreement”) among the City of Toledo and FCA USA LLC (“FCA”), City of Toledo Ordinance O-510-18 and applicable statutes, including Ohio Revised Code sections 3735.65 and 5709.40, that (1) all of the improvements (as defined in the Agreement) to the Parcels identified in the TIF Agreement (the “Project Site”) are exempt from taxation beginning the first year Improvements under this Agreement become taxable for a period of thirty (30) years (the “TIF Exemption”); and (2) in lieu of such taxation, the FCA has agreed (for it and its successors, assigns or lessees as a covenant running with the land), for the exemption period, to pay service payments for each tax period in amounts equal to the foregone tax receipts (“Service Payments”) for such period in accordance with law and the foregoing Agreement.

The undersigned further agrees that, upon receipt of each Service Payment, it shall promptly distribute, or cause to be distributed, such Service Payment to the Toledo Public School District in an amount equal to sixty-seven and one-half percent (67.5%) of the tax revenue that the School District would have otherwise received but for the TIF Exemption and the remaining amount of the Service Payment to City of Toledo; and to provide, upon request of the City, written notice of any payments to the Toledo Public School District in connection with the forgoing Agreement.

Dated: _____

Anita Lopez, Auditor of Lucas County

Approved as to Form by:

EXHIBIT D

TIF Declaration

[SEE ATTACHED]

**NOTICE AND DECLARATION OF COVENANTS AND CONDITIONS
RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES
AND OTHER MATTERS**

**PURSUANT TO THE TAX INCREMENT FINANCING
PROPERTY TAX EXEMPTION
FOR THE FOLLOWING PARCELS**

PARCEL ID:

11-05974

11-06011

THIS NOTICE AND DECLARATION OF COVENANTS AND CONDITIONS RELATIVE TO SERVICE PAYMENTS IN LIEU OF TAXES AND OTHER MATTERS (this “Declaration”) is made and executed as of _____, 20____ by FCA US LLC, a Delaware limited liability company (“FCA”), with an address of 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, MI 48326-2766, and the CITY OF TOLEDO, an Ohio municipal corporation (the “City”) with an address of One Government Center, Suite 2250, Toledo, Ohio 43604.

WITNESSETH:

WHEREAS, FCA is the owner of certain parcels of real property located in the City of Toledo, Lucas County, Ohio, a description of which real property is attached to this Declaration as Exhibit A and incorporated into this Declaration by this reference (each a “Parcel”, and collectively the “Parcels”) and, with each part of such real property as now or after the date of this Declaration configured, including without limitation future air-rights parcels, also being referred to as a “Parcel”), and

WHEREAS, the City, by its Council Ordinance No. xxx-20____ passed _____, 20____ (the “TIF Ordinance”) has declared that one-hundred percent

(100%) of the increase in the assessed value of each parcel identified on Exhibit A attached to the TIF Ordinance (each, a “TIF Parcel”) subsequent to the effective date of the TIF Ordinance (such increase being referred to as the “Improvement,” as further defined in Ohio Revised Code (“R.C.”) Section 5709.40 and the TIF Ordinance) is a public purpose and is exempt from real property taxation (such exemption referred to in this Declaration as the “TIF Exemption”) commencing for each TIF Parcel on the tax year in which the Improvement first appears on the tax list and duplicate of real and public utility property and that begins after the effective date of the Ordinance (the “Commencement Date”) and ending on the date which is thirty (30) years after such Commencement Date (the thirtieth (30th) such year being referred to herein as the “TIF Expiration Year”), all in accordance with the requirements of R.C. Sections 5709.40, 5709.42, and 5709.43 (collectively, and together with all related provisions of the Ohio Revised Code, as the same may be enacted or amended from time to time, the “TIF Statutes”) and the TIF Ordinance; and

WHEREAS, each Parcel is identified as a TIF Parcel in the TIF Ordinance; and

WHEREAS, each Parcel is within a Community Reinvestment Area (“CRA”), and FCA has waived any rights to a CRA exemption in favor of the TIF Exemption for the duration of the TIF Exemption, except as may otherwise be agreed by the City for new improvements to the Parcels and/or the Project (as defined in the TIF Agreement) within the Parcels that may subsequently be made after completion of the Project; and

WHEREAS, the City determined it necessary that certain public infrastructure improvements be made as specified in the TIF Ordinance (the “Public Infrastructure Improvements”), including but not necessarily limited to the Public Infrastructure Improvements described in the TIF Ordinance, which FCA agrees directly, or will directly, benefit the Parcels; and

WHEREAS, FCA and the City have pursuant to the TIF Ordinance entered into a Service Payment Agreement dated _____, 20____ (the “TIF Agreement”) in which FCA has agreed, while the TIF Exemption is in effect, that FCA, and/or FCA’s successors, assigns or transferees, shall make payments in lieu of property taxes equal to the amount of real property taxes that would otherwise be due as a result of the Improvement to the Parcels, but for the TIF exemption, pursuant to R.C. Section 5709.42 (the “Service Payments”); and

WHEREAS, FCA, the City and the Toledo City School District (the “School District”) have entered into a School District Compensation Agreement, (the “Compensation Agreement”), a copy of which is attached to this Declaration as Exhibit B, in which the parties have agreed that, while the TIF Exemption is in effect, a portion of the Service Payments will be paid to the School District in accordance with the terms of the School District Resolution No. 304-2015 and Section 5 of the TIF Agreement; and

WHEREAS, the City has determined and FCA has agreed that it is necessary and appropriate and in the best interests of the City and FCA to provide, except as otherwise expressly specified in this Declaration, for each owner of a Parcel (each an “Owner”) to make Service Payments in lieu of real property taxes with respect to the Improvement to that Parcel, which Service Payments will be used to pay costs of the Public Infrastructure Improvements pursuant to and in accordance with the TIF Statutes, the TIF Ordinance and the TIF Agreement, as may be amended or supplemented from time to time; and

WHEREAS, this Declaration is being made and filed of record pursuant to Section 2 of the TIF Agreement and R.C. Section 5709.911; and

NOW, THEREFORE, FCA, for itself as an Owner and for each successive Owner, hereby declares that the foregoing recitals are incorporated into this Declaration by this reference and that each Parcel owned by an Owner and any improvements on each Parcel will be held, developed, encumbered, leased, occupied, improved, built upon, used and conveyed subject to the terms and provisions of this Declaration:

Section 1. Use of Defined Terms.

In addition to the words and terms elsewhere defined in this Declaration, capitalized words used in this Declaration where the rules of grammar would not otherwise require shall have the meaning specified in the TIF Ordinance.

Section 2. Covenant to Make Service Payments. Except as otherwise expressly specified in this Declaration, each Owner shall be responsible to make Service Payments for the Parcel it owns attributable to its period of ownership of the Parcel, all pursuant to and in accordance with the requirements of the TIF Statutes, the TIF Ordinance, the TIF Agreement, and any subsequent amendments or supplements to the TIF Statutes, the TIF Ordinance, or the TIF Agreement; provided, that FCA may intend and so provide that one or more developers or companies (each a “Company” and, together, the “Companies”) will expressly assume the duty to make the Service Payments required of FCA for the Improvements attributable to the Parcel but only during the time that such Company is a tenant of FCA with respect to property within such Parcel. Service Payments for each Parcel will be made to the Lucas County Treasurer (or to that Treasurer’s designated agent for collection of the Service Payments) on or before the date on which real property taxes would otherwise be due and payable for that Parcel and will be in the same amount as the real property taxes that would have been charged and payable against the Improvements to that Parcel had the TIF Exemption not been granted, including any penalties and interest. Any late payments will bear penalties and interest at the then-current rate established under R.C. Sections 323.121 and 5703.47 or any successor provisions, as the same may be amended from time to time. No Owner shall enter into a delinquent tax or Service Payment agreement pursuant to R.C. Section 323.31.

Each Owner’s obligation to make the Service Payments under R.C. Section 5709.42

shall be and is unconditional, and shall not and cannot be terminated for any cause, and no Owner shall have the right to suspend or set off such Service Payments for any cause, including without limitation any acts or circumstances that may constitute failure of consideration, destruction or damage to the Parcel or the structures on the Parcel, commercial frustration of purpose, or any failure by the City to perform or observe any obligation or covenant, whether express or implied, arising out of or in connection with the TIF Ordinance. No Owner will, under any circumstances, be required for any tax year to pay both real property taxes and Service Payments with respect to the Improvement to a Parcel, whether pursuant to R.C. Section 5709.42, the TIF Ordinance, the TIF Agreement, or this Declaration. The City and FCA agree that the TIF Fund (as defined in the TIF Ordinance) created by the TIF Ordinance will receive all Service Payments distributed by the County Treasurer or the County Auditor to the City pursuant to R.C. Section 5709.43.

Section 3. Exemption Applications. No Additional Exemptions. Each Owner shall prepare and file all necessary applications and supporting documents to obtain the exemption from real property taxation authorized by the TIF Statutes and the TIF Ordinance and to enable the City to collect the Service Payments in a timely manner.

The Owners shall not apply for any other real property tax exemption for a Parcel for the duration of the TIF Exemption without the express, written consent of the City.

Section 4. Provision of Information. The City and each Owner agree to cooperate in all reasonable ways with, and provide necessary and reasonable information to, the designated tax incentive review council to enable that tax incentive review council to review and determine annually during the term of the TIF Exemption the compliance of each Owner with the terms of the TIF Ordinance and the TIF Statutes. Each Owner further agrees to cooperate in all reasonable ways with, and provide necessary and reasonable information to the City to enable the City to submit the status report required by R.C. Section 5709.40(I) to the Director of the Ohio Development Services Agency on or before March 31 of each year.

Section 5. Covenants to Run With the Land. FCA agrees on behalf of itself as an Owner and each successive Owner that the covenants contained in this Declaration shall be covenants running with the land and that they shall, in any event and without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City and FCA (each a "Beneficiary") against each Parcel, any improvements on each Parcel, and the Owner of each Parcel, without regard to whether the Beneficiary has at any time been, remains, or is an owner of any land or interest in land to, or in favor of, which these covenants relate. Each Beneficiary has the right in the event of any breach of any covenant contained in this Declaration to exercise all of the rights and remedies and to maintain all actions or suits at law or in equity or in other proper proceedings to which it or any other Beneficiary of that covenant may be entitled to cure that breach; provided, however, FCA's or any subsequent Owner's liability under this Declaration or the TIF Agreement shall not exceed the aggregate

amount of the Service Payments to be made by FCA or any subsequent Owner during the term of the TIF Exemption, plus penalties, charges and interest, at the then-current rates established under R.C. Sections 323.121 and 5703.47, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time; and provided that if FCA or any subsequent Owner fails to timely make the Service Payments, the foregoing shall not be deemed a waiver of any lien or other rights or remedies authorized under R.C. Section 5709.91 and 323.11, 323.25 and R.C. Title 57, as may be amended from time to time, or any successor provisions, as the same may be amended from time to time.

FCA further agrees on behalf of itself as an Owner and each successive Owner that all covenants in this Declaration, whether or not these covenants are included by any Owner of a Parcel in any deed to that Owner's successors and assigns, shall be binding upon each subsequent Owner and shall be enforceable by each Beneficiary, and that any future Owner of that Parcel shall be treated as the declarant hereof and Owner with respect to that Parcel for all purposes of this Declaration.

The covenants contained in this Declaration will remain in effect so long as the Service Payments can be collected pursuant to the TIF Statutes, the TIF Ordinance, and the TIF Agreement, unless otherwise modified or released in writing by the City and FCA in a written instrument filed in the official records of the Lucas County Recorder.

The covenants in this Declaration have priority over all obligations arising from ground leases, other leases, mortgages, trust indentures, bond indentures and other debt instruments, and any other lien or encumbrance on any Parcel and any improvements thereon, except for such title exceptions as are approved in writing by the City, and each Owner will, upon the request of the City, cause any and all holders of mortgages or other liens existing on each Parcel it owns as of the time of recording of this Declaration to subordinate such mortgage or lien to those covenants running with the land. FCA intends and the Owners agree that this Declaration shall not be deemed to be an executory contract terminable in bankruptcy proceedings under Title 11 of the United States Code. Nothing contained in this Declaration shall be construed to permit acceleration of the Service Payments beyond the current year that such Service Payments are due. Each Owner acknowledges that the provisions of R.C. Section 5709.91, which specify that Service Payments will be treated in the same manner as taxes for all purposes of the lien described in R.C. Section 323.11, including, but not limited to, the priority of the lien and the collection of Service Payments, apply to the Parcels and any improvements on the Parcels. Each Owner shall only be responsible for making Service Payments that become due and payable during the period of their respective ownership of all or any portion of any Parcels and only with respect to the portion of a Parcel which is owned by the Owner.

Section 6. Third-Party Beneficiaries. This Declaration shall inure to the benefit of, and be enforceable by the City and FCA.

Section 7. Defeasance. Without in any manner altering the covenants contained in this Declaration, the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be partially released to the extent of Service Payments actually paid for any Parcel, and upon payment of all Service Payments attributable to dates prior to the last day of the TIF Expiration Year, then the lien created pursuant to R.C. Section 5709.91 and this Declaration shall be void, otherwise it shall remain in full force and effect.

[Remainder of Page Left Intentionally Blank]

[Signature Pages Immediately Follow]

IN WITNESS WHEREOF, FCA and the City have caused this Declaration to be executed and effective as of _____, 20____.

FCA:

FCA US LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, the _____ of FCA US LLC, a Delaware limited liability company.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

CITY:

CITY OF TOLEDO

By: Wade Kapszukiewicz, Mayor

Approved as to content:

Approved as to form:

Department of Development

Law Department

STATE OF OHIO)
) ss
COUNTY OF LUCAS)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Wade Kapszukiewicz, the Mayor of the City of Toledo, an Ohio municipal corporation, on behalf of the corporation.

No oath or affirmation was administered to the Signer with respect to the notorial act.

Notary Public, Lucas County, Ohio

This instrument prepared by:
Eileen M. Granata, Attorney
City of Toledo
One Government Center
Toledo, Ohio 43604

EXHIBIT A

TIF PARCELS

The real property subject to the Tax Increment Service Agreement is composed of the parcels included in the table below and as further depicted graphically below.

Project Site - TIF Exempt Parcels					
Parcel ID	Address	City	State	Zip Code	Acres
11-05974	3808 Twining	Toledo	Ohio	43608	38.2169
11-06011	3733 Stickney	Toledo	Ohio	43608	2.4609



Legal Description of Parcels on following pages

EXHIBIT A

TIF PARCELS – LEGAL DESCRIPTON

Land situated in City of Toledo in the County of Lucas in the State of Ohio:

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT B

SCHOOL DISTRICT COMPENSATION AGREEMENT

This School District Compensation Agreement (the "AGREEMENT") is made and entered into this day _____ of _____, 20__ by and between the City of Toledo ("CITY"), FCA US LLC ("FCA") and the Toledo City School District (the "DISTRICT").

WHEREAS, The CITY has made and will make public infrastructure improvements, including the acquisition, remediation and site redevelopment of certain property (the "TIF PARCELS") as specified in Ord. xxx-20____, duly passed by the City Council of the CITY on _____ and attached hereto as **Exhibit A** (the "TIF ORDINANCE") and located within the District's boundaries, with the intent that the site be redeveloped for industrial and commercial reuse for economic development purposes; and

WHEREAS, FCA anticipates acquiring the Parcels from the CITY for commercial and industrial purposes and to make improvements thereto; and

WHEREAS, pursuant to Sections, 5709.40 and 5709.82 of the Ohio Revised Code ("ORC") and all applicable provisions of Ohio law, the CITY has proposed a real property tax exemption of 100% for thirty (30) years (the "TIF EXEMPTION") for the increase in the assessed value of any real property ("IMPROVEMENTS") that would first appear on the tax list and duplicate of real and public utility property attributable to the TIF Parcels, as defined by ORC Section 5709.40(A)(4), commencing with respect to each of the TIF Parcels, on the first day of the first tax year following the adoption of the TIF Ordinance in which the Improvements attributable to that Parcel would have first appeared on the tax list and duplicate of real and public utility property had the TIF Exemption not been provided under the TIF Ordinance, and ending for each Parcel 30 years after such date;

WHEREAS, during any period that the TIF EXEMPTION is in effect with respect to a parcel designated under the TIF Ordinance, FCA or any successor owner of such parcel shall be required to make payments in lieu of taxes that otherwise would be due but for the TIF EXEMPTION to the County Treasurer; and

WHEREAS, to ensure that the DISTRICT will benefit from the IMPROVEMENTS, the CITY, FCA and the DISTRICT are entering into this AGREEMENT to provide that the DISTRICT shall receive a portion of any Service Payments made pursuant to the TIF EXEMPTION; and

NOW, THEREFORE in consideration of the premises and covenants contained herein, the parties agree as follows:

Section 1. Subject to the final determination of the TIF EXEMPTION by the Ohio Department of Taxation, the owners of parcels specified in Exhibit A of Ordinance _____ shall be required with respect to any IMPROVEMENT to said parcels to make service payments in lieu of ad valorem real property taxes ("SERVICE PAYMENTS") to the County Treasurer in

an amount equal to the real property taxes that would be payable with respect to the IMPROVEMENTS but for the TIF EXEMPTION. An owner's liability for SERVICE PAYMENTS shall be subject to the priority of other duly authorized real property tax exemptions granted pursuant to the Ohio law. Compensation to the DISTRICT under this AGREEMENT is subject to receipt by the County Treasurer of SERVICE PAYMENTS.

Section 2. The CITY, FCA and the DISTRICT agree that, pursuant to and as authorized by the DISTRICT'S duly adopted Resolution No. 304-2015, the DISTRICT shall receive from the SERVICE PAYMENTS an amount equivalent to sixty-seven and one-half percent (67.5%) of the amount that the DISTRICT would have otherwise received from real property tax revenues attributable to the TIF PARCELS but for the TIF EXEMPTION. The CITY shall request the County Auditor to pay directly to the DISTRICT from the SERVICE PAYMENTS, the amounts due under this AGREEMENT prior to remitting the balance of such SERVICE PAYMENTS to the CITY in accordance with the terms of Ordinance _____.

Section 3. The DISTRICT agrees that the payments to the DISTRICT provided in this AGREEMENT shall be the sole compensation payments due to the SCHOOL DISTRICT with respect to the TIF EXEMPTION. The treatment of any and all such compensation provided herein fully addresses the rights, obligations and responsibilities of the parties, including any interest in income taxes generated as a direct or indirect result of the IMPROVEMENTS under ORC Section 5709.82. The DISTRICT hereby waives any notice requirements set forth in ORC Sections 5709.40, 5709.83 and 5715.27 with respect to the TIF EXEMPTION and waives any defects or irregularities relating to the TIF EXEMPTION.

Section 4. The parties agree that they will not discriminate against any contractor, employee or applicant for employment because of race, ancestry, religion, color, sex age, national origin or disability, or other legally protected status.

Section 5. This AGREEMENT sets forth the ENTIRE AGREEMENT and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, undertakings of every kind and nature between the parties with respect to the subject matter of this AGREEMENT.

Section 6. This AGREEMENT shall be governed by and interpreted under the laws of the State of Ohio and any action or proceeding arising from this AGREEMENT shall be commenced in a court of competent jurisdiction located in Lucas County, Ohio

Section 7. This AGREEMENT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this AGREEMENT may execute this AGREEMENT by signing any such counterpart. Each party agrees that the use of electronic signatures of the parties to this AGREEMENT are intended to authenticate this Agreement and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or process attached to or logically associate with a record and executed and adopted by a party with the intent to sign

such record, including pdf, facsimile, or email electronic signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESSETH WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the date set forth above.

CITY
City of Toledo

DISTRICT
Toledo City School District

By: _____

By: _____
Superintendent

Printed Name

By: _____
Treasurer

Title

By: _____
President of the Board

Date: _____

Date: _____

Approved as to Content:

FCA
FCA US LLC

Approved as to Form:

By: _____

Printed Name

Title: _____

Date: _____

EXHIBIT E

Form of Quit Claim Deed

[SEE ATTACHED]

CORPORATION QUIT CLAIM DEED

O.R.C. 5302.11

O.R.C. 147.55

Return to: The City of Toledo

Development/Real Estate

(BOX)

Know All Men By These presents:

That the **City of Toledo, an Ohio Municipal Corporation** duly organized and existing under its Charter and the laws of the State of Ohio, for valuable consideration paid, grants to **FCA US LLC**, a Delaware limited liability company, whose tax mailing address is 1000 Chrysler Dr., CIMS 485-12-78 Auburn Hills, Michigan 48326, the following-described real property, pursuant to **Ordinance No. XXX-XX**:

Located in the City of Toledo, Lucas County, Ohio
As described in Exhibit "A" attached hereto and made a part hereof

Subject to: Zoning Ordinances, Easements and Restrictions of Record, and Taxes and Assessments due and payable after delivery of this deed.

IN WITNESS WHEREOF, said the **City of Toledo, an Ohio Municipal Corporation**, has caused its corporate name to be subscribed hereto by its duly authorized **Mayor** this ____ day of **XXXXXX**, **202X**.

City of Toledo,
an Ohio Municipal Corporation

By _____
Wade Kapszukiewicz, Mayor

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio municipal corporation, on behalf of the corporation.

No oath or affirmation was administered to the Signer with respect to the notorial act.

Notary Public, Lucas County, Ohio

Approved as to Content:

Approved as to Form:

Dept. of Development Date

Department of Law Date

This Instrument Was Prepared By:

Paul F. Syring
General Counsel
City of Toledo, Department of Law
One Government Center, Suite 2250
Toledo, Ohio 43604

EXHIBIT A

Prior Deed: O.R.20141230-0052839,
O.R.20150112-0001051, O.R.20150209-0004877,
O.R.20150211-0005237, O.R.20150522-0020178,
O.R.20150803-0031607 & O.R.20150828-0036131
Parcel: 11-05974
Prior Deed: O.R.20150112-0001051,
O.R.20150227-0007642, O.R.20150602-0021575,
O.R.20150608-0022575, O.R.20150608-0022576,
O.R.20150622-0024585, O.R.20150630-0025988,
O.R.20150706-0026717, O.R.20150709-0027341,
O.R.20150710-0027573, O.R.20150710-0027574,
O.R.20150821-0034912 & O.R.20150825-0035500
Parcel: 1106011
LE Survey #51157

Legal Description of Combined Parcel: Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

Legal Description Prepared by

Matthew D. Lewandowski, P.L.S.
Registered Surveyor, State of Ohio No. 7476
Principal, Lewandowski Engineers
The Chief Bldg. @ 234 N. Erie St.
Toledo, Ohio, 43604
Office: 419.255.4111
MDL@LewandowskiEng.com

This Legal Description
Approved As Of 12-15-2020
DATE
Alan A. Ortman
Alan A. Ortman, P.S. #8649

EXHIBIT F

Twining and Medcorp

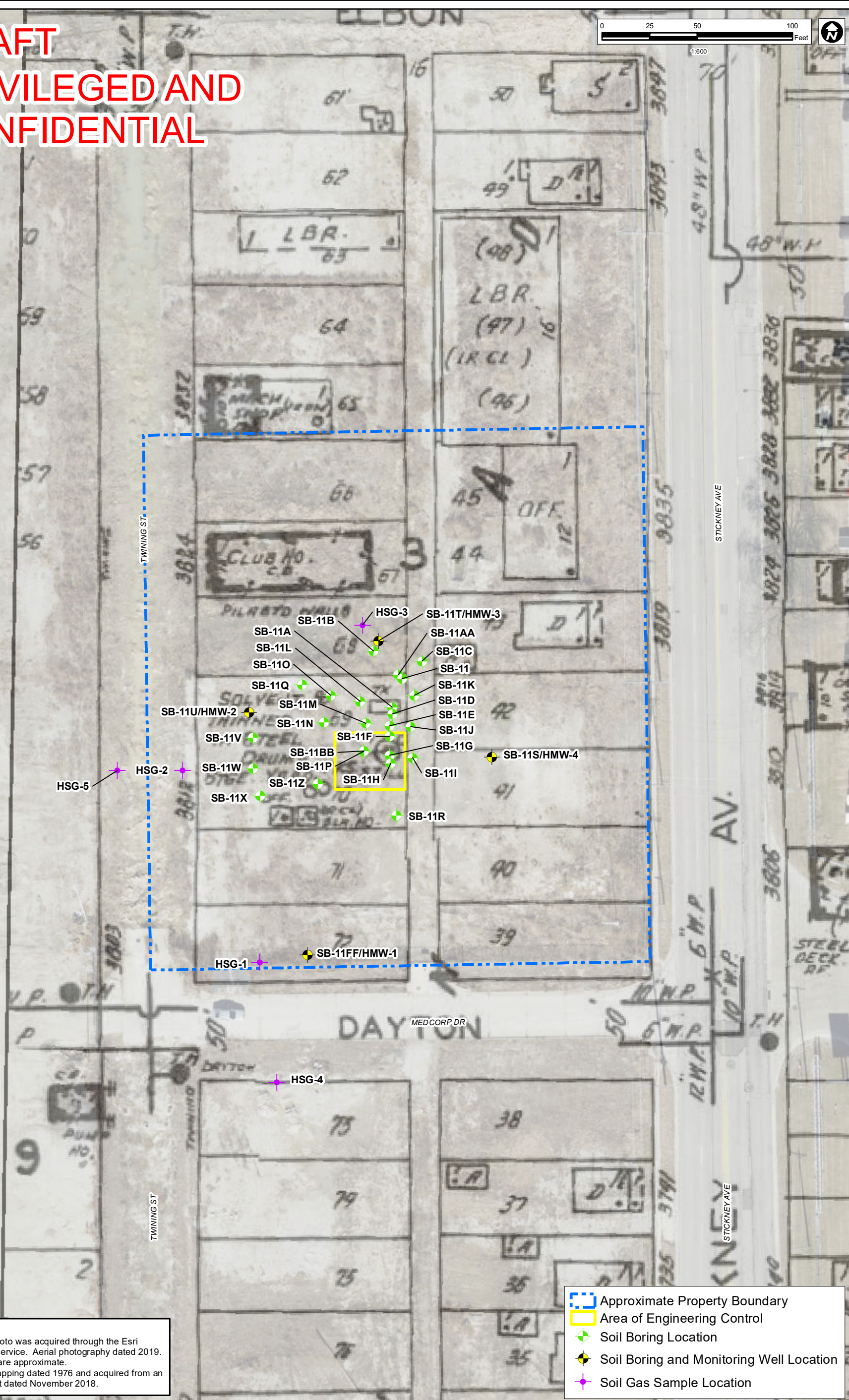
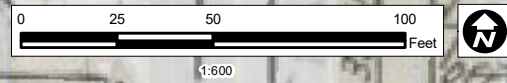


EXHIBIT G

Depiction and Legal Description of Area SB-11 (also referred to as the “VAP Area”)

[SEE ATTACHED]

DRAFT PRIVILEGED AND CONFIDENTIAL



	Approximate Property Boundary
	Area of Engineering Control
	Soil Boring Location
	Soil Boring and Monitoring Well Location
	Soil Gas Sample Location

Notes:
 - The aerial photo was acquired through the Esri Imagery web service. Aerial photography dated 2019.
 - All locations are approximate.
 - Sandborn Mapping dated 1976 and acquired from an Arcadis Report dated November 2018.



219 S. Erie Street
 Toledo, Ohio 43604
 Phone: (419) 385-2018
 Fax: (419) 243-1881
 www.hullinc.com

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August 2020	
Operation and Maintenance Plan Twining Street Property	
Area Subject to the Operation & Maintenance Plan	Figure 2
3812 Twining Street Toledo, Lucas County, Ohio	



www.garciasurveyors.com

*DBE Certified with ODOT - ODOT Prequalified for Right-of-Way Development
MBE/EDGE Certified with the State of Ohio - MBE Certified with the Cities of Toledo and Cleveland
Licensed in Ohio, Michigan, Indiana, Illinois, and Wisconsin*

August 21, 2020

VAP AREA

A parcel of land being all of Lots 39-45, and Lots 66-72, part of the vacated Twining Street, and part of the vacated alley, as shown on Northlawn Addition, and part of, Section twenty-four (24), Town nine (9) South, Range seven (7) East, in the City of Toledo, Lucas County, Ohio, said parcel of land being bounded and described as follows:

Commencing at the intersection of the East line of said Northeast Quarter (1/4) of Section twenty-four (24), with the North line of said Northeast Quarter (1/4) of Section twenty-four (24), said East line of said Northeast Quarter of Section twenty-four (24) also being the centerline of Stickney Avenue, as it now exists, said North line of the Northeast Quarter (1/4) of Section twenty-four (24) also being the southerly right-of-way of line of the Toledo and Michigan Belt Railroad, as it now exists, said point of intersection being marked with a found bolt in a monument box;

Thence in a southerly direction along said East line of the Northeast Quarter (1/4) of Section twenty-four (24), having an assumed bearing of South zero (00) degrees, forty-six (46) minutes, two (02) seconds East, a distance of six hundred sixty-three and ninety-two hundredths (663.92) feet to the intersection of the easterly extension of the northerly right-of-way line of Medcorp Drive, formerly known as Dayton Street, as it now exists, said northerly right-of-way line Of Medcorp Drive also being the southerly line of Lot 39, Northlawn Addition, Volume 19, Page 29, Lucas County Plat Records;

Thence South eighty-nine (89) degrees, zero (00) minutes, fifty-eight (58) seconds West along said easterly extension of the northerly right-of-way line of Medcorp Drive, formerly known as Dayton Street, as it now exists, a distance of thirty and zero hundredths (30.00) feet to the intersection of a line drawn thirty and zero hundredths (30.00) feet westerly of and parallel with said East line of the Northeast Quarter (1/4) of Section twenty-four (24), said point of intersection being the True Point of Beginning;

Thence continuing South eighty-nine (89) degrees, zero (00) minutes, fifty-eight (58) seconds West, along said northerly right-of-way line of Medcorp Drive formerly known as Dayton Street, as it now exists, a distance of two hundred sixty-two and thirty-two hundredths (262.32) feet, to the intersection of the centerline of vacated Twining Street, formerly Amherst Avenue, as it now exists;

Thence North zero (00) degrees, forty-six (46) minutes, two (02) seconds West along said



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MBE/EDGE Certified with the State of Ohio - MBE Certified with the Cities of Toledo and Cleveland
Licensed in Ohio, Michigan, Indiana, Illinois, and Wisconsin

centerline of vacated Twining Street, formerly Amherst Avenue, as it now exists, a distance of two hundred eighty and ninety-five hundredths (280.95) feet to the intersection of the westerly extension of the northerly line of Lot 66, Northlawn Addition;

Thence North eighty-nine (89) degrees, zero (00) minute, fifty-eight (58) seconds East along said westerly extension of the northerly line of Lot 66, Northlawn Addition, said northerly line of Lot 66, Northlawn Addition, a vacated alley, and the northerly line of Lot 45, in Northlawn Addition, a distance of two hundred sixty-two and thirty-two hundredths (262.32) feet, to the intersection of said line drawn thirty and zero hundredths (30.00) feet westerly of and parallel with the East line of the Northeast Quarter (1/4) of Section twenty-four (24);

Thence South zero (00) degrees, forty-six (46) minutes, two (02) seconds East along said line drawn thirty and zero hundredths (30.00) feet westerly of and parallel with the East line of the Northeast Quarter (1/4) of Section twenty-four (24), a distance of two hundred eighty-seven and ninety-five hundredths (280.95) feet to the True Point of Beginning.

Said parcel of land containing an area of 73,699 square feet or 1.692 acres of land, more or less, all being located within Tax Parcel 11-05974.

The above described parcel of land is subject to any and all leases, easements and restrictions of record.

The bearings used hereon are based on an assumed meridian and are solely for the purpose of calculating angular measurement.

Prior Deed reference is Instrument Number 20170906-0039045 Lucas County Deed Records.



Prepared by:
Garcia Surveyors, Inc.

 8/21/2020

Daniel C. Kaiser, P.S.
Registered Surveyor No. 7973

K:\Drawings\DRAW\204S04239\204S04239 Legal.doc

EXHIBIT H

Form of License Agreement

[SEE ATTACHED]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “**Agreement**”) is made effective as of this ____ day of _____, 20____ (the “**Effective Date**”), by and between the **CITY OF TOLEDO**, an Ohio Municipal corporation (“**Licensee**”), having an address at One Government Center, Suite 2250, Toledo, Ohio 43604, and **FCA US LLC**, a Delaware limited liability company (“**Licensor**”), having an address at 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, Michigan 48326, Attention: Manager, Corporate Real Estate.

RECITALS

A. Licensor and Licensee are parties to that certain Purchase Agreement (the “**Purchase Agreement**”), dated as of _____, 20____, pursuant to which Licensee agreed to sell and Licensor agreed to Purchase certain real property located in the City of Toledo, County of Lucas, State of Ohio, as more particularly described on **Exhibit A** attached hereto and incorporated by reference (the “**Property**”).

B. In conjunction with the Purchase Agreement, Licensee disclosed to Licensor the existence of an order regarding the Property executed between the United States Environmental Protection Agency (“**U.S. EPA**”) and Licensee, a related Final Decision issued by U.S. EPA dated August 2016 (“**Final Decision**”) and a related environmental covenant recorded with respect to a portion of the Property previously operated by Textileather Corporation (“**Environmental Covenant**”). Licensee is also pursuing remediation pursuant to the Ohio Environmental Protection Agency’s (“**Ohio EPA’s**”) Voluntary Action Program (“**VAP**”) of a release in the area of a soil boring collected by Licensor on a portion of the Property previously owned by H.H. Oberly Co (“**Area SB-11**”).

C. Pursuant to Section 12.B of the Purchase Agreement, Licensee agreed to conduct certain post-Closing remediation, monitoring, inspection, and reporting obligations that arise or may in the future arise pursuant to the Final Decision, Environmental Covenant and Area SB-11 VAP (collectively, the “**Work**”).

D. By deed delivered concurrently with the execution of this Agreement, Licensee has sold and conveyed the Property to Licensor pursuant to the terms of the Purchase Agreement.

E. Licensee desires to utilize, and Licensor desires to permit Licensee to enter upon and use the Property for the sole purpose of performing the Work, in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by reference), mutual covenants and agreements herein contained and other good and valuable consideration,

the receipt and sufficiency of which is hereby acknowledged, Licensors hereby grants a license to Licensee to enter upon and use the Property, upon the terms, covenants and conditions hereinafter provided:

1. Grant of License. During the period following the date hereof, Licensors does hereby grant to Licensee a non-exclusive license (the "License") to enter upon and use the Property for the sole purpose of completing the Work upon the terms and conditions set forth in this Agreement. Licensee acknowledges that it shall not have exclusive use of the Property.

2. Use. Licensee shall (i) use the Property solely for performing the Work ("Licensee's Use"), (ii) obtain all necessary permits and governmental approvals required in connection therewith; (iii) use the Property in accordance with all applicable governmental laws, statutes, ordinances, rules, directives, codes and/or regulations (collectively, "Laws"), including without limitation those Laws governing safety and construction and (iv) use the Property subject to, and Licensee agrees to comply with, any other health, safety and/or operational requirements of Licensors as required from time-to-time. Licensee shall provide notice to Licensors at least three (3) business days prior to any entry upon the Property to undertake and complete the Work, including the names of those entering the Property and the scope of work to be performed. Permitted entry upon the Property pursuant to this Agreement shall be at reasonable times and Licensee shall use best efforts to not interfere with Licensors's use of, and/or operations conducted at, the Property. Licensee agrees that Licensors's environmental consultant or other designee shall be permitted to accompany Licensee at any time Licensee or an agent, employee, contractor, or subcontractor of Licensee enters upon the Property, and that Licensors shall have the right to obtain split samples. All Work shall be performed in a good and workmanlike manner. Licensee shall not permit any construction liens to be filed against the Property in connection therewith. Licensee shall dispose of any wastes generated by Licensee's Work at Licensee's sole cost, expense, and liability, and in accordance with all Laws. If the Property is disturbed, damaged, or altered in any way as a result of the Work and/or the entry upon the Property by Licensee or its agents, employees, contractors, subcontractors or invitees, Licensee shall promptly restore the Property to the same condition as it was immediately prior to such activities. Licensee shall, at no cost to Licensors, provide to Licensors copies of all reports, test results, and data prepared in connection with the Work promptly after Licensee's receipt of the same.

3. Abandonment of Monitoring Wells. Upon Licensee's completion of groundwater monitoring obligations for any groundwater well being monitored pursuant to the Final Decision, Environmental Covenant and/or Area SB-11 VAP, Licensee shall properly abandon such well pursuant to any and all applicable Laws, closure and/or abandonment rules, regulations and professional standards, including but not limited to Chapter 9 of the Ohio EPA Technical Guidance Manual for Hydrogeologic Investigations and Ground Water Monitoring, September 2016, as it may be amended, and ASTM D5299-99 and equivalent standard(s).

4. No Assignment. Licensee shall not, voluntarily or involuntarily, assign or in any manner transfer or mortgage or pledge this Agreement or any estate or interest herein created or, except as expressly provided in this Agreement, permit the occupancy of any portion of the Property.

5. Maintenance and Repair. The Property is being licensed to Licensee, and Licensee hereby accepts the Property, in its current AS-IS, WHERE AS condition without any representations and/or warranties whatsoever by Licensors, nor are any alterations, improvements, maintenance or repairs whatsoever required to be made by Licensors. Licensee shall enter upon the Property at its own risk and hereby assumes all risk of loss resulting from such entry and use. Licensors shall not owe and/or assume any risk, liability, responsibility, or duty of care with respect to Licensee. Licensee, at its sole cost and expense, shall, to the limited extent and purpose of this License and its activities on the Property, (a) keep the Property in clean, safe and sanitary condition, and (b) shall not commit or suffer any waste or the maintenance of any nuisance on the Property. Except as provided herein, at the conclusion of the Work,

Licensee shall surrender the Property to Licensor in good condition, without any material alteration or disturbance from Licensee's activities, provided that Licensee shall comply with Section 3 hereof relative to the abandonment of all groundwater wells.

6. Insurance and Hold Harmless.

(a) Covenants to Hold Harmless. To the extent permitted by law, and subject to the immunity provision of Chapter 2744 of the Ohio Revised Code, Licensee shall save and hold harmless Licensor and its employees, officers, directors, members, managers, agents, representatives, successors and assigns (collectively, the "**Licensor Parties**") from and against any and all suits, liabilities, obligations, damages, penalties, claims, costs, charges, environmental claims, remediation costs and expenses (collectively, "**Damages**"), arising out of Licensee's breach of its obligations under this Agreement and/or use of the Property by Licensee or its agents, employees, contractors, subcontractors or invitees, except to the extent caused by the negligence or willful misconduct of the Licensor. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

(b) Licensee's Insurance. Until the Work is completed, Licensee shall maintain in full force and effect or cause to be maintained in full force and effect: (i) policies of commercial auto and 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 Five Million Dollars (\$5,000,000) per occurrence, which insurance shall name Licensor as an additional insured; (ii) commercial property insurance protecting and indemnifying Licensee against any and all damage to or loss of any automobiles, inventory, personal property, and equipment on the Property for their full replacement value without depreciation, which insurance shall be written on an "all risk" special form and shall name Licensor as loss payee; 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). Such insurance policies shall provide that they are primary to and not contributory to any similar insurance policies carried by Licensor. Prior to occupying the Property, Licensee shall furnish Licensor with a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times that the Work is ongoing.

(c) Notwithstanding the foregoing insurance requirements, Licensee, at its sole discretion, may elect in lieu of maintaining the commercial general liability insurance set forth herein, to self-insure such obligations as required by paragraph 6(b) of this Agreement, so long as any self-insurance plan covers at least the amount of insurance required by paragraph 6(b) of this Agreement. In lieu of the certificate specified in Section 6(b), the Licensee shall provide Licensor a letter from Licensee's Risk Manager confirming self-insurance.

(d) Licensee and its property insurers do hereby release and waive all rights of subrogation or recovery against the Licensor Parties with respect to any personal injury (including death) or property damage regardless of the cause, except to the extent any personal injury or property damage is caused by Licensor's breach of its obligations under this Agreement or Licensor's gross negligence or willful misconduct. Licensor and its property insurers do hereby release and waive all rights of subrogation or recovery against the Licensee with respect to any personal injury (including death) or property damage regardless of the cause, except to the extent any personal injury or property damage is caused by Licensee's breach of its obligations under this Agreement or Licensee's gross negligence or willful misconduct.

7. Defaults. In the event of any failure of a party to perform any of its obligations under this Agreement, the other party may exercise, concurrently or sequentially, all of its remedies at law, equity or by contract, including the with respect to this Agreement. The parties recognize that damages are not an

adequate remedy for breach of the provisions of Paragraphs 2, 3, 6 and 8 of this Agreement and agree that, in addition to any other available remedies, the parties shall be entitled to specific performance and injunctive relief with respect to those provisions.

8. Environmental Provisions. Except as may be explicitly required by the Work, Licensee shall not use, store, generate or dispose of any hazardous materials on or at the Property. Hazardous materials include any materials which are regulated by federal, state or local laws which pertain to the protection of human health or the environment (collectively, "Environmental Laws"). To the extent permitted by law, Licensee shall save and hold harmless the Licensor Parties from and against all Damages resulting from (i) an environmental condition on the Property caused by Licensee or Licensee's agents, employees, contractors, subcontractors, or invitees in their performance of the Work, and/or (ii) any breach of any Environmental Laws by Licensee or Licensee's agents, employees, contractors, subcontractors or invitees. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

9. Brokers. Each of the parties represents that it has dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. To the extent permitted under law, Licensor and Licensee shall and do hereby save and hold the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation. The representations and obligations set forth in this Section shall survive expiration or earlier termination of this Agreement.

10. Notices. All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given (a) when personally delivered to the party to be given such notice or other communication, (b) on the second business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid, or (c) on the business day following the day such notice or other communication is sent by reputable overnight courier, addressed as follows:

To Licensor: 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, Office of the General Counsel

To Licensee: City of Toledo
Department of Economic Development
One Government Center, Suite 2250
Toledo, Ohio 43604
Attention: Director of Development

With a Copy to: City of Toledo
Law Department
One Government Center, Suite 2250

Attention: Law Director

Either party may change its address by giving written notice thereof to the other party in the manner provided in this Section. For the purpose of this Agreement Licensors counsel may provide notices to Licensee on behalf of Licensor and such notices shall be binding on Licensee as if such notices have been provided directly by Licensor.

11. Utilities. Licensor shall have no liability to Licensee whatsoever for provision of or any diminution, interruption or unavailability of any utility services.

12. Miscellaneous.

(a) Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or of landlord and tenant between the parties hereto, it being understood and agreed that nothing contained herein nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of licensor and licensee.

(b) If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(c) This Agreement may be executed in counterparts, which, when combined, shall constitute a binding and legal document. Each party agrees that the use of electronic signatures of the parties in this Agreement are intended to authenticate this Lease and to have the same force and effect as manual signatures. For purposes hereof, electronic signatures mean any electronic sounds, symbols, or processes attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including .pdf, facsimile, or email electronic signatures.

(d) If either party is a corporation or other entity, each individual executing this Agreement on behalf of said 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.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(f) This Agreement (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 Agreement. All prior understandings, terms or conditions are deemed merged in this Agreement. The parties hereby acknowledge that neither party has been induced to enter into this Agreement by any promises or representations not expressly set forth in this Agreement, and if any such representations or promises were made prior to the execution of this Agreement, 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 Agreement, this Agreement shall not be more strictly construed, nor any ambiguities in this Agreement resolved, against either Licensor or Licensee.

(g) The agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

(h) Any captions contained in this Agreement are not a part hereof, are for convenience only, and are not to be given any substantive meaning in construing this Agreement.

(i) Neither party shall record this Agreement without the prior written consent of the other party.

(j) No amendments, modifications, or supplements of this Agreement shall be effective unless in writing and executed by Licensor and Licensee.

(k) 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.

(l) 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.

[Remainder of page intentionally left blank; signature page follows]

Exhibit A

Legal Description of the Property

Land situated in City of Toledo in the County of Lucas in the State of Ohio:

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

Thence South 89 degrees, 01 minute, 12 seconds West, along the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, passing a 1/2 inch galvanized steel pipe set on the Easterly Right-of-way of Vacated Twining Street at a distance of 110.66 feet, also passing a 1/2 inch galvanized steel pipe set on the West Right-of-way of Twining Street, at a distance of 160.66 feet, an overall distance of 291.78 feet to a 1/2 inch galvanized steel pipe set at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence South 00 degrees, 55 minutes, 06 seconds East, along the North Right-of-way of North Expressway Drive, a distance of 25.08 feet to a drill hole set in a concrete pad at a point of deflection of the North Right-of-way of North Expressway Drive.

Thence North 89 degrees, 43 minutes, 00 seconds West, along the North Right-of-way of North Expressway Drive, passing a found 5/8 inch iron bar at a distance of 748.89 feet, an overall distance of 888.54 feet to a point on the Easterly line of a parcel of land as conveyed to the City of Toledo as recorded in Lucas County Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land, of which 1,664,728.13 square feet or 38.2169 acres of land are contained within Lucas County parcel 11-05974, and of which 107,197.63 square feet or 2.4609 acres of land are contained within Lucas County parcel 11-06011. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT I

Form of Access Easement Agreement for Adjacent Property

[SEE ATTACHED]

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (this “**Agreement**”) is made effective as of this ____ day of _____, 20____ (the “**Effective Date**”), by and among **THE CITY OF TOLEDO**, an Ohio municipal corporation (“**Grantee**”), with an address of One Government Center, Suite 2250 Toledo, OH 43604 and **FCA US LLC**, a Delaware limited liability company (“**Grantor**”), having an address at 1000 Chrysler Drive, CIMS 485-12-78, Auburn Hills, Michigan 48326, Attention: Manager, Corporate Real Estate.

RECITALS

A. Pursuant to the terms of a purchase agreement by and between the parties dated _____, 20____, authorized by City of Toledo Ordinance No. _____, Grantee conveyed to Grantor and Grantor accepted fee simple title to certain real property, legally described on **Exhibit A** attached hereto and made a part hereof (the “**Grantor Property**”), by deed recorded as instrument No. _____ of the Lucas County, Ohio Recorder’s Office.

B. Grantee is the owner of that certain real property immediately to the west and adjacent to the Grantor Property, legally described on **Exhibit B** attached hereto and made a part hereof (the “**Grantee Property**”).

C. Grantee desires vehicular access through a portion of the Grantor Property, as legally described and depicted on **Exhibit C** attached hereto and made a part hereof (the “**Easement Area**”), to the Grantee Property, and Grantor desires to grant to Grantee such access, to the extent and in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals (which are incorporated herein by reference), mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantee and Grantor agree as follows:

1. **Grant of Easement.** Grantor does hereby grant to Grantee, including Grantee’s successors in interest and assigns, a non-exclusive perpetual easement over the Easement Area solely for vehicular ingress and egress, which easement is appurtenant to Grantee’s property as described in Exhibit B, subject to the terms and conditions set forth in this Agreement.

2. **Easement and Purpose.** Grantee shall use the Easement Area for vehicular ingress and egress only pursuant to and in accordance with all applicable governmental laws, statutes, ordinances, rules, directives, codes and/or regulations and subject to, and Grantee agrees to comply with, any other reasonable

health, safety and/or operational requirements of Grantor as required from time-to-time. Grantee shall not permit any other claim, lien or other encumbrance to accrue against or attach to the Easement Area or any portion of the Grantor Property. Grantee shall not interfere with the business operations at the Grantor Property. Grantor shall not use the Easement area in any manner that interferes with Grantee's use of the Easement Area in accordance with this Agreement.

3. Maintenance of the Easement Area. Grantee shall at all times be obligated to maintain the Easement Area, or cause the Easement Area to be maintained, at Grantee's sole cost and expense, so as to keep the same in good condition and repair. Grantee shall keep the Easement Area, or cause the Easement Area to be kept, free from ice, snow, and any unlawful obstructions. Grantor shall have the right, but not the obligation, to perform any maintenance of the Easement Area Grantor deems necessary or desirable, in its sole discretion.

4. Alteration of the Easement Area. Grantee shall not make any alterations, changes, or improvements to the Easement Area ("**Alterations**") without Grantor's prior written consent, which may be withheld in Grantor's sole and reasonable discretion. Any and all Alterations requested by Grantee and approved in writing by Grantor shall be a Grantee's sole cost and expense, and shall become the property of Grantor. Grantor shall be permitted to make any desired Alterations to the Easement Area, at Grantor's cost, so long as such Alterations do not materially impair Grantee's rights under this Easement, provided that Grantor shall not construct or allow to be constructed any buildings or structures within the Easement Area that impair Grantee's rights under this Agreement.

5. As-Is/Where-Is Condition. Grantee hereby accepts the Easement Area in its current AS-IS, WHERE-IS condition without any representations and/or warranties whatsoever by Grantor. No alterations, improvements, maintenance or repairs whatsoever are or will be required to be made by Grantor. Grantee, its agents, employees, contractors, and subcontractors (collectively, the "**Grantee Parties**") shall enter upon the Easement Area at their own risk and Grantee hereby assumes all risk of loss resulting from such entry and any use of the Easement Area pursuant to this Agreement. Grantee, at its sole cost and expense, shall not commit or suffer any waste or the maintenance of any nuisance on the Easement Area and shall repair any damage to the Easement Area or the Grantor Property caused by any of the Grantee Parties.

6. Indemnification/Insurance.

a. To the extent permitted by law and subject to the immunity provided under Chapter 2744 of the Ohio Revised Code, Grantee shall save and hold harmless Grantor and its employees, officers, directors, members, managers, agents, representatives, successors and assigns and its employees, officers, directors, members, managers, agents, representatives, successors and assigns (collectively, the "**Grantor Parties**"), from and against any and all suits, liabilities, obligations, damages, penalties, claims, costs, charges, claims, and expenses (collectively, "**Damages**") arising out of Grantee's breach of its obligations under this Agreement and/or any use of the Easement Area by the Grantee Parties, except to the extent caused by the negligence or willful misconduct of the Grantor. The provisions of this paragraph shall survive the termination of this Agreement.

b. Grantee shall maintain in full force and effect or cause to be maintained in full force and effect: (i) policies of commercial auto and 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 Five Million Dollars (\$5,000,000) per occurrence, which insurance shall name Grantor as additional insured; (ii) commercial property insurance protecting and indemnifying Grantor against any and all damage to or loss of any automobiles, inventory, personal property, and equipment on the Easement Area for their full replacement value without

depreciation, which insurance shall be written on an “all risk” special form and shall name Grantor as loss payee; 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), together with proof of State of Ohio workers compensation insurance. Such insurance policies shall provide that they are primary to and not contributory to any similar insurance policies carried by Grantor. Upon request from Grantor, Grantee shall furnish to Grantor a certificate or certificates of insurance or other acceptable evidence that such insurance is in force at all times.

c. Notwithstanding the foregoing insurance requirements, the City as Grantee, at its sole discretion, may elect in lieu of maintaining the commercial general liability insurance set forth herein, to self-insure such obligations as required by paragraph 6(b) of this Agreement, so long as any self-insurance plan covers at least the amounts of insurance required by paragraph 6(b) of this Agreement. In lieu of the certificate specified in section 6(b), Grantee shall provide Grantor a letter from Grantee’s Risk Manager confirming self-insurance.

d. Grantee and its property insurers do hereby release and waive all rights of subrogation or recovery against the Grantor Parties with respect to any personal injury (including death) or property damage regardless of cause, except to the extent any personal injury or property damage is caused by Grantor’s breach of its obligations under this Agreement or Grantor’s gross negligence or willful misconduct. Grantor and its property insurers do hereby release and waive all rights of subrogation or recovery against Grantee with respect to any personal injury (including death) or property damage regardless of cause, except to the extent any personal injury or property damage is caused by Grantee’s breach of its obligations under this Agreement or Grantee’s gross negligence or willful misconduct.

7. Default/Remedies. In the event of any failure of a party to perform any of its obligations under this Agreement or otherwise comply with the terms and conditions of this Agreement, the other party may exercise, concurrently or sequentially, all of its remedies at law, equity or by contract with respect to this Agreement.

8. Retained Rights. Grantor retains all other property rights in the Easement Area. For the avoidance of doubt, the easement and this Agreement are subject to rights-of-way, easements, rights, covenants, mineral reservations and licenses and restrictions of record generally, to zoning ordinances, building and use restrictions and other governmental limitations, to restrictions, not currently of record, which any governmental agency may impose so as to satisfy applicable governmental requirements, and to matters which might be disclosed by an accurate inspection or survey.

9. Term. The parties intend that the easement and rights conveyed hereunder are to be perpetual and run with the land.

10. Notice. Any notice required or permitted to be given hereunder or by law shall be in writing, addressed to Grantee or to Grantor at addresses therefore set forth below in this paragraph, 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 parties in the manner provided in this paragraph.

Grantor:

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

With a copy to:

FCA US LLC
1000 Chrysler Drive
CIMS 485-14-23
Auburn Hills, MII 48326-2766
Attn: Counsel, Real Estate, Office of the General Counsel

Grantee:

City of Toledo
Economic Development, Real Estate Division
One Government Center, Suite 2200
Toledo, Ohio 43604
Attn: Director of Economic Development

With a copy to:

The City of Toledo
Law Department
One Government Center, Suite 2250
Toledo, Ohio 43604
Attn: Law Director

11. Brokers. Each of the parties represents that it has dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. To the extent permitted under law, each of the parties shall and does hereby save and hold the others harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation. The representations and obligations set forth in this paragraph shall survive termination of this Agreement.

12. Miscellaneous.

a. The agreements, conditions and provisions herein contained shall inure to the benefit of and bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

b. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture or of landlord and tenant between the parties hereto.

c. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is determined to be invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted

by law.

d. This Agreement (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 Agreement. All prior understandings, terms or conditions are deemed merged in this Agreement. The parties hereby acknowledge that neither party has been induced to enter into this Agreement by any promises or representations not expressly set forth in this Agreement, and if any such representations or promises were made prior to the execution of this Agreement, 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 Agreement, this Agreement shall not be more strictly construed, nor any ambiguities in this Agreement resolved, against either Grantor or Grantee.

e. This Agreement may be executed in counterparts, which, when combined, shall constitute a binding and legal document.

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

g. If either party is a corporation or other entity, each individual executing this Agreement on behalf of said 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.

h. This Agreement is exempt from real estate transfer tax pursuant to Ohio Revised Code Section 319.504(G)(3).

i. Any captions contained in this Agreement are not a part hereof, are for convenience only, and are not to be given any substantive meaning in construing this Agreement.

j. 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.

[Signatures Follow]

IN WITNESS WHEREOF, Grantor and Grantee have each executed this Easement Agreement as of the day and year first above written.

FCA US LLC,
a Delaware limited liability company

By: _____
Name: _____
Its: _____

ACKNOWLEDGEMENT

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on _____, 20____, by _____, the _____ of FCA US LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, _____ County, Michigan
Acting in _____ County, Michigan
My Commission Expires: _____

[Grantee’s Signature Follows]

CITY OF TOLEDO, an Ohio municipal corporation

By: _____
Name: Wade Kapszukiewicz
Its: Mayor

ACKNOWLEDGEMENT

STATE OF OHIO, LUCAS COUNTY, ss:

The foregoing instrument was acknowledged before me this _____ day of _____ 20__ by **Wade Kapszukiewicz, Mayor** of the City of Toledo, an Ohio municipal corporation, on behalf of the corporation.

No oath or affirmation was administered to the Signer with respect to the notarial act.

Notary Public, Lucas County, Ohio

Approved as to Content:

Approved as to Form:

Toledo Dept. of Development Date

Toledo Department of Law Date

Prepared by and when recorded return to:
Monica J. Labe, Esq.
Dickinson Wright PLLC
2600 West Big Beaver Road, Suite 300
Troy, Michigan 48084-3312
(248) 433-7200

EXHIBIT A

Grantor Property

Being part of Lots 32 & 33, Lots 34-84, 139-162, together with adjacent vacated streets and alleys in the Plat of North Lawn as recorded in Lucas County Plat Volume 19, Page 29 and part of Original Lot 7 in the Northeast Quarter of Section 24, Town 9 South, Range 7 East, in the City of Toledo, Lucas County, Ohio, bounded and described as follows:

Commencing at a 1 1/2 inch bolt monument found at the Northeast corner of Section 24, said point also being on the centerline of Stickney Avenue.

Thence South 89 degrees, 01 minute, 12 seconds West, a distance of 30.00 feet to a point on the West 30 foot Right-of-way of Stickney Avenue, from said point an iron bar capped "Twining" can be found 0.03 feet North and 0.02 feet East, said point also being the True Point of Beginning.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the West 30 foot Right-of-way of Stickney Avenue, a distance of 919.61 feet to a point of deflection of the Westerly Right-of-way of Stickney Avenue, said point also being the Southeast corner of Lot 34 in North Lawn, from said point a 1 inch iron bar can be found 0.26 feet South.

Thence South 06 degrees, 20 minutes, 37 seconds West, along the Westerly Right-of-way of Stickney Avenue, a distance of 80.92 feet to a 1/2 inch galvanized steel pipe set on the North line of Lot 31 in North Lawn, said line also being the North line of a parcel of land as conveyed to Kim's Auto and Truck Service Inc, as recorded in Lucas County Deed 97-352D08, Deed 99-393B09 and Deed 00-317A07.

Thence South 89 degrees, 01 minute, 12 seconds West, along the North line of Lot 31 and its Westerly prolongation, said line also being the North line of Kim's Auto and Truck Service Inc., a distance of 117.06 feet to a 1/2 inch galvanized steel pipe set on the Westerly Right-of-way of a 16.4 foot wide Alley, said point also being the Northeast corner of Lot 80 in North Lawn.

Thence South 00 degrees, 45 minutes, 19 seconds East, along the Westerly Right-of-way of a 16.4 foot wide Alley, a distance of 200.65 feet to a cross set in walk on the Northerly Right-of-way of North Expressway Drive, formerly known as Greeley Street, said point also being the Southeasterly corner of Lot 84 in North Lawn.

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Official Record 20120424-0018965, from said point an iron bar capped "Andrus" can be found 0.37 feet South of the North Right-of-way of North Expressway Drive.

Thence North 00 degrees, 53 minutes, 48 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 764.72 feet to a 5/8 inch iron bar found at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 11 degrees, 13 minutes, 20 seconds West, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 36.84 feet to a 1/2 inch galvanized steel pipe set at the Northeast corner of a parcel of land as conveyed to the City of Toledo.

Thence South 89 degrees, 01 minute, 41 seconds West, along the Northerly line of a parcel of land as conveyed to the City of Toledo, a distance of 623.98 feet to a 1/2 inch galvanized steel pipe set at a point of curvature, said point also being on the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence traversing a non-tangent arc to the right along the Easterly line of a parcel of land as conveyed to the City of Toledo, having a radius of 502.47 feet, a tangent length of 62.73 feet, a central angle of 14 degrees, 13 minutes, 57 seconds, a chord bearing of North 20 degrees, 50 minutes, 10 seconds East, a chord distance of 124.49 feet and an arc length of 124.81 feet to a 5/8 inch iron bar capped "Andrus" at a point of deflection of the Easterly line of a parcel of land as conveyed to the City of Toledo.

Thence North 27 degrees, 57 minutes, 08 seconds East, along the Easterly line of a parcel of land as conveyed to the City of Toledo, a distance of 301.89 feet to a 5/8 inch iron bar found on the Southerly line of a parcel of land as conveyed to Pennsylvania Line LLC, as recorded in Lucas County Deed 00-301B09.

Thence North 89 degrees, 01 minute, 12 seconds East, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, a distance of 147.87 feet to a point.

Thence North 01 degree, 08 minutes, 04 seconds West, along the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a found bent iron bar at a distance of 0.04 feet, an overall distance of 25.15 feet to a 5/8 inch iron bar found on the North line of the Northeast Quarter of Section 24, said point also being a point of deflection of the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC.

Thence North 89 degrees, 01 minute, 12 seconds East, along the North line of the Northeast Quarter of Section 24, said line also being the Southerly line of a parcel of land as conveyed to the Pennsylvania Line LLC, passing a 5/8 inch iron bar found at a distance of 93.74 feet, an overall distance of 1,601.20 feet to the True Point of Beginning.

Containing 1,771,925.76 square feet or 40.6778 acres of land. Bearings used herein are based upon an assumed meridian and are intended to indicate angular measurement only. All 1/2 inch galvanized steel pipe set are capped with the company name and PLS No. 7476. This legal description is based upon a field survey prepared by Lewandowski Engineers on October 15, 2020.

Parcel 11-05974 is vested in the name of the City of Toledo by Lucas County Official Records 20141230-0052839, 20150112-0001051, 20150209-0004877, 20150211-0005237, 20150522-0020178, 20150803-0031607 and 20150828-0036131, commonly known as 3808 Twining Street.

Parcel 11-06011 is vested in the name of the City of Toledo by Lucas County Official Records 20150112-0001051, 20150227-0007642, 20150602-0021575, 20150608-0022575, 20150608-0022576, 20150622-

0024585, 20150630-0025988, 20150706-0026717, 20150709-0027341, 20150710-0027573, 20150710-0027574, 20150821-0034912 and 20150825-0035500, commonly known as 3733 Stickney Avenue.

EXHIBIT B

Grantee Property

Situate in the City of Toledo, County of Lucas, in the State of Ohio and being further described as:

A parcel of land being a part of Original Lot No. 7 in the Northeast quarter of Section 24, Town 9 South, Range 7 East, City of Toledo, Lucas County, Ohio, and being more particularly described as follows:

Commencing at a stone in a monument box marking the Northeast corner of the Northeast quarter of Section 24;

thence South 89 deg. 57' 44" West, on the North line of the Northeast quarter of Section 24, also being the Southerly line of the former Toledo and Michigan Belt Railroad, a distance of 1537.48 feet to a typical set capped 5/8 inch diameter by 30 inch long iron pin, said point also being the TRUE POINT OF BEGINNING of the parcel herein described;

thence South 84 deg. 03' 48" East, a distance of 116.49 feet to a set typical capped iron pin;

thence South 10 deg. 42' 40" East, a distance of 437.06 feet to a set typical capped iron pin;

thence South 00 deg. 03' 55" West, a distance of 577.45 feet to a set typical capped Iron pin;

thence North 87 deg. 04' 43" East, a distance of 77.42 feet to a set typical capped iron pin;

thence South 52 deg. 42' 31 " East, a distance of 77.71 feet to a set typical capped Iron pin;

thence South 00 deg. 06' 23" East, a distance of 146.62 feet to a set typical capped iron pin;

thence North 88 deg. 54' 36" West, on the Northerly right-of-way line of I-75, and passing a set typical capped iron pin at 139.65 feet, a total distance of 810.42 feet to a set typical capped iron pin;

thence in a Northerly direction on a curve to the left, on the Easterly line of Windermere Boulevard, said curve having a radius of 653.40 feet, an arc length of 324.27 feet, a central angle of 28 deg. 26' 04", a chord bearing of North 09 deg. 18' 46" East, and a chord distance of 320.95 feet to a set typical capped iron pin at a point of tangency;

thence North 04 deg. 54' 16" West, on the Easterly line of Windermere Boulevard, a distance of 302.00 feet to a set typical capped iron pin at a point of curvature;

thence in a Northerly direction on a curve to the right, on the Easterly line of Windermere Boulevard, said curve having a radius of 502.47 feet, an arc length of 296.71 feet, a central angle of 33 deg. 50' 00", a chord bearing of North 12 deg. 00' 44" East, and a chord distance of 292.42 feet to a set typical capped iron pin at a point of tangency;

thence North 28 deg. 55' 44 " East, on the Easterly line of Windermere Boulevard, a distance of 302.21 feet to a set typical capped iron pin on the Southerly line of the former Toledo and Michigan Belt Railroad;

thence North 89 deg. 57' 44" East, on the Southerly line of the former Toledo and Michigan Belt Railroad, a distance of 147.69 feet to a set typical capped iron pin;

thence North 00 deg. 02' 16" West, a distance of 25.00 feet to a set typical capped iron pin;
thence North 89 deg. 57' 44" East, on the Southerly line of the former Toledo and Michigan Belt Railroad, a distance of 93 .58 feet to the TRUE POINT OF BEGINNING of the parcel herein described containing 16.603 acres of land, more or less, subject to all easements, zoning restrictions of record and legal highways.

The bearings used herein are for the purpose of describing angles only and are not referenced to true or magnetic North.

555 North Expressway Drive, Toledo, OH 43608

Permanent Parcel No.: 18-36788

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

EXCEPTION I

Being a parcel of land situated within Original Lot Number 7 in the Northeast Quarter of Section Number 24, Town 9 South, Range 7 East of the Michigan Survey, within the City of Toledo, Lucas County, State of Ohio and being fully described as follows:

Commencing at a Stone Monument found within monument box marking the Northeast corner of the Northeast Quarter of said Section Number 24, also being the intersection of the centerline of Stickney Ave (having a full right-of-way of 60.00 feet) with the south right-of-way of a railroad now or formerly in the name of "PENNSYLVANIA LINES LLC", Thence SOUTH 89°-13'-37" WEST on said south right-of-way of "Pennsylvania Lines LLC" for a distance of 1537.48 feet to a point on said southerly right-of-way and being the Point of Beginning.

Thence SOUTH 84°-47'-55" EAST for a distance of 116.49 feet to a point;

Thence SOUTH 11°-26'-47" EAST for a distance of 400.00 feet to a point;

Thence SOUTH 89°-13'-37" WEST for a distance of 623.98 feet and being parallel to said "PENNSYLVANIA LINES LLC" south right-of-way to a point on the easterly line of Windermere Boulevard, said easterly line being a non-tangent curve to the right;

Thence in a northerly direction on said non-tangent curve to the right having Radius of 502.47 feet, a Curve Length of 125.08 feet, a Delta of 14°-15'-46", a Chord Bearing of NORTH 21°-03'-44" EAST and a Chord Distance of 124.76 feet to a point of tangency in said easterly line of Windermere Boulevard;

Thence NORTH 28°-11'-37" EAST for a distance of 302.21 feet on the easterly line of said Windermere Boulevard to a point of intersection with the south right-of-way of said "PENNSYLVANIA LINES LLC" parcel;

Thence NORTH 89°-13'-37" EAST on said south right-of-way for a distance of 147.69 feet to a point of deflection;

Thence NORTH 00°-46'-23" WEST for a distance of 25.00 on said south right-of-way to a point of deflection;

Thence NORTH 89°-13'-37" EAST on said south right-of-way for a distance of 93.58 feet to the Point of Beginning for this description.

Containing an area of 194,187.9450 square feet or 4.4579 acres of land more or less, subject to all easements, leases and restrictions of record.

EXCEPTION II

Being a parcel of land situated within Original Lot Number 7 in the Northeast Quarter of Section Number 24, Town 9 South, Range 7 East of the Michigan Survey, within the City of Toledo, Lucas County, State of Ohio and being fully described as follows:

Commencing at a Stone Monument found within monument box marking the Northeast corner of the Northeast Quarter of said Section Number. 24, also being the intersection of the centerline of Stickney Ave (having a full right-of-way of 60.00 feet) with the south right-of-way of a railroad now or formerly in the name of "PENNSYLVANIA LINES LLC", Thence SOUTH 89°-13'-37" WEST on said south right-of-way of "Pennsylvania Lines LLC" for a distance of 1537.48 feet to a point on said southerly right-of-way; Thence SOUTH 84°-47'-55" EAST for a distance of 116.49 feet to a point of deflection; Thence SOUTH 11°-26'-47" EAST for a distance of 437.06 feet to a point of deflection; Thence SOUTH 00°-40'-12" EAST for a distance of 577.45 feet to a point and being the Point of Beginning.

Thence NORTH 86°-20'-36" EAST for a distance of 77.42 feet to a point of deflection;

Thence SOUTH 53°-26'-38" EAST for a distance of 77.71 Feet to a point of deflection;

Thence SOUTH 00°-50'-30" EAST for a distance of 146.62 feet to a point on the northerly right-of-way line of Interstate Number 75;

Thence NORTH 89°-38'-43" WEST on said north right-of-way of Interstate Number 75 for a distance of 139.65 feet to a point of deflection;

Thence NORTH 00°-40'-12" WEST for a distance of 187.10 feet to the Point of Beginning for this description.

Containing an area of 25, 199.2645 square feet or 0.5785 acre of land more or less, subject to all easements, leases and restrictions of record.

Exhibit C

Easement Area

Being a parcel of land situated in the Northeast 1/4 of Section Number 24, Town 9 South, Range 7 East, Washington Township in the City of Toledo, Lucas County, State of Ohio, and more fully described as follows:

Commencing at the Westerly Right-of-Way of Twining Street (having a full Right-of-Way width of 50 feet). Also, being the Southeast corner of Lot Number 139 of Northlawn an Addition in the City of Toledo as Recorded in Volume 19 of Plats, Page 29-30 in the Lucas County Recorder's Office and being the POINT OF COMMENCEMENT for this description;

1. Thence SOUTH 89°-01'-04" WEST for a distance of 129.22 along South property line of said Lot Number 139 to a point.
2. Thence SOUTH 0°-57'-14" EAST for a distance of 25.00 feet to a point on the North Right-of-Way of North Expressway Drive.
3. Thence NORTH 89°-51'-16" WEST for a distance of 465.47 feet on the Southerly parcel line of Lucas County Parcel Number 11-05974 to a point, said point being the POINT OF BEGINNING:
4. Thence continuing NORTH 89°-51'-16" WEST for a distance of 425.00 feet to the most Southerly Southwest Corner of Lucas County Parcel Number 11-05974.
5. Thence NORTH 00°-52'-45" WEST for a distance of 30.00 feet on the Westerly property line of Parcel Number 11-05974 to a point.
6. Thence SOUTH 89°-51'-16" EAST and being 30.00 feet North of and parallel to said Southerly parcel line of said Lucas County Parcel Number 11-05974 for a distance of 425.00 feet to a point.
7. Thence SOUTH 00°-52'-45" EAST for a distance of 30.00 feet to the POINT OF BEGINNING.

The above described area contains 12,747.961 Square Feet or 0.2927 Acre of land more or less, subject to all legal highways, leases, easements and restrictions of record.

Bearings are for express purpose of showing angular measurement only.

The land in the above description is contained all within Lucas County Permanent Parcel Number 11-05974 as Recorded in the Lucas County recorder's office in Instrument Number 20170906-0039045

4840-7421-9964 v13 [22624-1059]

EXHIBIT J

Access Easement Area

