

ROBERT L. KRUSZYNSKI, JR.  
County Surveyor  
SKY K. MEDORS, P.E.  
County Engineer  
WILLIAM S. SCHALLIOL, ESQ.  
Executive Dir. of Economic Development  
ABBY E. WILES, AICP  
Executive Dir. of Area Plan Commission



# ST. JOSEPH COUNTY

ESTABLISHED 1830

## DEPARTMENT OF INFRASTRUCTURE, PLANNING & GROWTH REDEVELOPMENT COMMISSION

BOARD OF COMMISSIONERS  
CARL H. BAXMEYER  
District 1  
DEREK D. DIETER  
District 2  
DEBORAH A. FLEMING, D.M.D.  
District 3

### SPECIAL MEETING AGENDA May 23, 2023, at 9:00 a.m.

**IN-PERSON FORMAT**  
Council Chambers, 4th Floor  
County-City Building

**VIRTUAL FORMAT**  
[Join Zoom Meeting](#)  
Meeting ID: 875 0679 9491  
Passcode: 794613  
Dial by your location  
+1 312 626 6799 US (Chicago)

1. Meeting Called to Order
2. Economic Development Area Updates
  - a. New Carlisle Economic Development Area (NCEDA)
    - i. General Motors LLC Project
      1. **RESOLUTION 2023-07** – RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION APPROVING A DEVELOPMENT AGREEMENT BETWEEN ST. JOSEPH COUNTY, THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION, AND GENERAL MOTORS LLC
4. Additional Business
5. Public Comment (3-minute limit)
6. Adjournment

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, in order to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings, or the proposed project have been given an opportunity to provide input throughout the process.

#### COMMISSION MEMBERS

Dennis Jordan | Joe Layne | Josh Gobel | Richard Pfeil | Benjamin Horvath | Larry Beehler

PLANNING & ZONING | PUBLIC WORKS | SURVEYOR | DRAINAGE | ENVIRONMENTAL | ECONOMIC DEVELOPMENT

227 W. Jefferson Blvd. | 7<sup>th</sup> & 11<sup>th</sup> Fl. | South Bend, IN 46601  
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**RESOLUTION NO. 2023-07**

**RESOLUTION OF THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION  
APPROVING A DEVELOPMENT AGREEMENT BETWEEN ST. JOSEPH COUNTY,  
THE ST. JOSEPH COUNTY REDEVELOPMENT COMMISSION, AND GENERAL  
MOTORS LLC**

**WHEREAS**, the St. Joseph County Redevelopment Commission is authorized by Indiana Code to enter into a Development Agreement; and

**WHEREAS**, a Development Agreement among St. Joseph County, Indiana, the St. Joseph County Redevelopment Commission, and General Motors LLC (the “Agreement”) has been discussed and negotiated; and

**WHEREAS**, the Agreement has been finalized subject to approval by the parties; and

**WHEREAS**, the St. Joseph County Redevelopment Commission desires to approve the Agreement and to authorize the President of the St. Joseph County Redevelopment Commission to execute said Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE ST. JOSEPH COUNTY  
REDEVELOPMENT COMMISSION, THAT:**

Section 1. The St. Joseph County Redevelopment Commission hereby approves the Development Agreement by and among St. Joseph County, Indiana; the St. Joseph County Redevelopment Commission; and General Motors LLC.

Section 2. The St. Joseph County Board of Commissioners hereby authorizes Dennis Jordan, President of the St. Joseph County Redevelopment Commission, to sign and execute said Development Agreement.

Section 3. This Resolution shall be in full force and effect from the day of its passage.

Passed and adopted this 23<sup>rd</sup> day of May, 2023.

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Dennis Jordan, President

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Josh Gobel, Vice-President

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Richard Pfeil

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Benjamin Horvath

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Joe Layne

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (the "**Agreement**"), made on \_\_\_\_\_, 2023, is by and among St. Joseph County , Indiana, a political subdivision created and existing under the laws of the State of Indiana (the "**County**"), acting by and through the Board of Commissioners of the County (the "**County Commissioners**"), and the County Council (the "**County Council**"), the St. Joseph County Redevelopment Commission (the "**Commission**") and General Motors LLC, a Delaware limited liability company (the "**Company**") (each sometimes being referred to herein as a "**Party**" or collectively as the "**Parties**").

### **RECITALS**

**WHEREAS**, the County and the Commission desire to foster and encourage economic development within the County; and

**WHEREAS**, the Company desires to improve certain real property located in the County as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Site**") by constructing a battery cell production facility (the "**Facility**"), ancillary structures and additional improvements (together with the Facility, the "**Project**"); and

**WHEREAS**, to develop the Project, the Company plans to invest approximately \$3,500,000,000 in real property, equipment and other improvements; and

**WHEREAS**, upon completion, the Company estimates that the Project will employ, full time, approximately 1,600 individuals (the "**Hiring Goal**") at the Site by December 31, 2027; and

**WHEREAS**, the County and the Commission have determined that the completion of the Project is in the best interest of the citizens of the County, and, therefore, the County and the Commission desire to take certain steps to induce the Company to complete the Project; and

**WHEREAS**, in recognition of the economic and other benefits provided to the County, and in order to induce the Company to undertake the Project, the County and the Commission desire to facilitate the Project by providing certain economic incentives as more fully described herein; and

**WHEREAS**, to stimulate and induce the development of the Site and the completion of the Project, the County and the Commission, subject to further proceedings as required by law, agree to provide the economic development incentives described herein; and

**WHEREAS**, in recognition of the economic and other benefits provided by the County, the Company agrees to make certain improvements and provide other benefits pursuant to the terms of this Agreement; and

**WHEREAS**, this Agreement supersedes that certain Development Agreement approved, but not signed, on September 27, 2022, in connection with Amended Resolution No. R-17-22.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **ARTICLE I. RECITALS**

1.01 Recitals Part of Agreement. The foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

### **ARTICLE II. MUTUAL ASSISTANCE**

2.01 Mutual Assistance. The Parties agree, subject to further proceedings required by law, to take such actions in a prompt and timely manner, including the execution and delivery of such documents, instruments, petitions and certifications (and, in the case of the County and the Commission, to hold certain public hearings and adopt certain ordinances and/or resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

### **ARTICLE III. PROJECT DEVELOPMENT**

3.01 Site. In order to obtain the incentives in this Agreement, the Company shall purchase and make improvements to the Site and shall complete the Project on the Site, as more particularly described in Section 3.02 hereof.

3.02 Project Development. The Company estimates Project construction commencement on the Site will be approximately in the fourth quarter of 2023 and estimates complete construction of the Facility will be approximately December 31, 2027, subject to permitted delays provided for in Section 3.03 hereof.

3.03 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith and consistent with sound commercial practices to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, acts of terror, riots, strikes, picketing, labor disputes, unavailability of labor or materials, supply chain disturbances, inability to obtain the required permits or other government approvals, epidemics or pandemics, damage to work in progress by reason of fire or other casualty, or similar causes beyond the reasonable control of a Party (other than financial reasons) (each, and collectively, a “**Force Majeure Event**”), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any permitted delay for which the Company, the Commission, or the County is entitled to delay its performance under this Agreement and (ii) the Company, the Commission, or the County anticipates that such permitted delay will cause a delay in its performance under this Agreement, then the Company, the Commission, or the County, as the case may be, agrees to provide written notice to the other Parties of this Agreement of the nature and the anticipated length of such delay.

**ARTICLE IV. ECONOMIC DEVELOPMENT INCENTIVES**

4.01 Real and Personal Property Tax Abatement. The Site has been designated as an Economic Revitalization Area for purposes of both real property and personal property tax abatement with respect to the investment of new personal property and real property improvements to be undertaken by the Company in completing the Project. The County Council has granted the Company personal property tax abatement for a period of 15 years, with an abatement equal to 100% over such period, and real property tax abatement for a period of 10 years, with an abatement equal to 100% in each year of such period, in accordance with the schedules set forth on **Exhibit B** and **Exhibit C**, respectively.

4.02 Abatement Compliance. In accordance with St. Joseph County Code (the “Code”) § 35.46 and Ind. Code (the “Act”) § 6-1.1-12.1-1 *et seq.*, the County may request information from the Company concerning the nature of the Project, the approved capital expenditures for the Project, the number of full-time permanent positions newly created by the Project, the wage rates and benefits associated with the positions, and any other information reasonably necessary to determine compliance with the terms of the abatement.

4.03 Approvals and Permits. The County agrees to use reasonable best efforts to expedite the review and approval of all zoning, environmental, health, safety, construction and other permit applications and issuance of all permits required for the construction and operation of the Project.

4.04 Cooperation. The County further agrees to cooperate and act in good faith with the Company in completing any definitive agreements contemplated hereunder on terms typically found in agreements of the kind contemplated by this Agreement and any actions that are necessary to complete the transactions contemplated by this Agreement.

4.05 Bond Financing. The County agrees to pay for the utility and road infrastructure improvements described in Section 7.01 (the “**Infrastructure Improvements**”) and expects to pay for such Infrastructure Improvements through the issuance of bonds pursuant to Indiana Code 36-7-14, 36-7-12, or other appropriate provisions of the Indiana Code (the “**Project Debt**”), the principal of and interest on which bonds are expected to be paid from tax increment revenues and the Infrastructure Payment as described herein.

**ARTICLE V. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE COMPANY**

5.01 Accuracy of Information. The Company represents and warrants that, to the best of the actual knowledge of the person signing this Agreement on behalf of the Company, all estimates and information provided by the Company to the County regarding capital investment and job creation with respect to the Project are accurate in all material respects and acknowledge that the County and the Commission have relied upon such representations. Additionally, in connection with the granting of personal property and real property tax abatement by the County as described herein, the Company, subject to the other terms and conditions of this Agreement,

agrees to comply with the annual reporting requirements set forth in St. Joseph County Code §§ 35.45 and 35.46 or the Act.

5.02 Audit. The Company agrees to allow the County and/or the Commission to perform an audit of its personal property located at the Site once per year for each year it receives a personal property tax abatement, to be conducted during normal business hours with no unreasonable disruption of Company business and activities, and with reasonable prior written notice.

5.03 Power and Authority. The Company represents and warrants that it has all requisite limited liability company power and authority to own and operate the Project, to carry on its business as now being conducted and as contemplated under this Agreement, and to enter into this Agreement and to perform its obligations under this Agreement. All limited liability company acts and other proceedings required to be taken by the Company to authorize the execution, delivery, and performance of this Agreement have been duly and properly taken. The Company further represents and warrants that neither the execution and delivery of this Agreement, nor its performance are restricted by or violate any contractual or other obligation of the Company.

5.04 Compliance with Law. The Company agrees to comply in all material respects with all applicable laws related to the construction, development and use of the Project. The Company further agrees to cooperate and act in good faith with the County in completing any definitive agreements on terms typically found in agreements of the kind contemplated by this Agreement and any actions that are reasonably necessary to complete the transactions contemplated by this Agreement.

5.05 St. Joseph County Zoning Ordinance. The Company agrees to take all steps necessary to apply for and diligently pursue any necessary local, State or federal zoning, environmental, health, safety and construction approvals and/or permits and any other approvals or permits that may be required for the construction and operation of the Project (collectively, the “**Permit**”) in coordination with the County. The County shall use its best efforts to cooperate with Company regarding the Permit, to the extent permitted by law.

5.06 Investment. The Company represents that the estimated investment in St. Joseph County will be approximately \$1,400,000,000 in real property improvements including land acquisition costs and \$2,100,000,000 in personal property improvements for the Project. Given the current inflationary environment and project complexity, it is understood that the final actual investment total and composition of the investment (real versus personal property) may materially vary and could possibly be higher overall than the information estimated on the SB-1 applications. For avoidance of doubt, potential additional investment exceeding the estimated SB-1 investment will be included in this abatement. A Schedule of Proposed Investments is set forth on **Exhibit D**.

5.07 Jobs. The Company estimates that the Project will satisfy the Hiring Goal with the average wage requirements of approximately \$24.00 per hour or more.

5.08 Employment of Local Contractors and Use of Local Materials. The Company agrees to use reasonable efforts to, where available and to the extent it would not result in delays

in the construction of the Project, (i) employ qualified, price competitive contractors from the area in and surrounding the County with respect to the construction of the Project, (ii) purchase materials and supplies from qualified, price competitive vendors from the area in and surrounding the County, and (iii) hire qualified residents from the area in and surrounding the County as employees to operate the Project.

5.09 Cooperation. The Company will provide the County Council, the County Commissioners, and the Commission all information reasonably deemed necessary to complete the actions contemplated by this Agreement; provided, however, Confidential Company Information (as defined below) shall be kept strictly confidential per the terms of Section 11.05 below.

5.10 Reduction of Real and Personal Property Tax Abatement. Should, at any time during the period in which the Company receives real or personal property tax abatements pursuant to this Agreement, and subject to a Force Majeure Event, the County determines that the Company has:

(1) failed to substantially complete the Facility prior to December 31, 2027 (the “**Substantial Completion Date**”),

(2) has announced the permanent cessation of operations at the facility or ceased operations at the Facility for a period of more than three hundred and sixty five (365) consecutive days, excluding future construction, renovation, or retooling work, or

(3) failed to initially satisfy 85% of the Hiring Goal by December 31, 2027,

the County will provide the Company with an opportunity to meet and explain the potential noncompliance and show cause why the applicable abatement should not be terminated for such year and/or the applicable tax savings repaid for that year. The County shall provide notice to the Company of said noncompliance in the manner provided by the Act, including Ind. Code 6-1.1-12.1-5.9. If after said meeting, the County, in its reasonable discretion, makes a preliminary determination that the Company has failed to comply with the criteria set forth above for Section 5.10(1) and (2), the County may take action to terminate or shorten the abatement term. If the County determines the Company has failed to satisfy the requirement in Section 5.10(3), the County may reduce the property abatement deduction in proportion to the amount by which the Company fails to satisfy the requirement in Section 5.10(3) (the “**Shortfall**”) for each calendar year, beginning in 2028, in which the Company fails to comply with Section 5.10(3) but only until such time as the Company achieves 85% of the Hiring Goal; accordingly, the Shortfall shall be calculated as follows, assuming that in the calendar year at issue the Company employs no more than 1,200 individuals and would otherwise be entitled to an actual property deduction of \$1,000,000.00:  $1,360 - 1,200 = 160/1,600 = 10\%$ , *i.e.*, the Shortfall, such that the hypothetical actual property deduction of \$1,000,000.00 would be reduced by the Shortfall of 10% or \$100,000.00. To avoid doubt, if the Company achieves 85% of the Hiring Goal at any time before or after the deadline set forth in Section 5.10(3) above, then the conditions set forth in such Section shall be deemed satisfied in all respects. The County may take action after holding a public hearing pursuant to Ind. Code 6-1.1-12.1-5.9 to consider whether the applicable property tax abatement



for the applicable year should be properly terminated or shortened, in whole or in part, or whether, to the extent such property tax abatement was in place for the applicable year, the portion of the tax savings for such applicable year be repaid in full or in part. When considering whether to terminate or shorten in part or in full an applicable property tax abatement for an applicable year or to require repayment of a current portion of such applicable year's applicable realized property tax abatement savings, the County shall consider the steps taken by the Company to complete the items set forth herein and the cause of the failure to satisfy the applicable criteria with it being understood and agreed that the applicable property abatement shall not be fully or partially terminated for such year if the County determines that the criteria are not satisfied due to reasons which are beyond the reasonable control of the Company, including, without limitation, demand for the Company's products or services, technological changes, general economic conditions or economic conditions affecting the Company's business or a Force Majeure Event.

5.11 Insurance. The Company shall purchase and maintain insurance at all times during the term of this Agreement as required by law. The Company shall also obtain and maintain or cause its contractors to obtain and maintain in force builder's risk insurance in an amount equal to one hundred percent (100%) of the insurable value of the Project protecting against risks of physical loss of the work. Such insurance shall insure against the perils of fire, extended coverage, vandalism and malicious mischief. The Company shall furnish the County with a certificate of insurance showing coverage of such risks. If an insured casualty shall occur during the construction of the Project, the Company shall apply any related insurance proceeds received by the Company to the construction of the Project provided that such insurance proceeds are in an amount sufficient for the Company to re-construct or replace the Project. If the insurance proceeds are not in an amount sufficient to re-construct the Project, the Company shall notify the County of the insufficiency and of the Company's intended actions related to the Project.

5.12 Financial Capability. The Company has sufficient assets or has or will have otherwise secured all financing necessary to carry out and complete its obligations with respect to the development, construction and completion of the Project pursuant to this Agreement.

5.13. Warranties. The Company covenants that the representations and warranties made by it in this Agreement shall be materially true and correct on each day that this Agreement remains in full force and effect, with the same effect as if such representations and warranties had been made and given on and as of such day; except that if any such representation and warranty is specifically given in respect of a particular date or particular period of time and related only to such date or period of time, then such representation and warranty shall continue to be given only as of such date or for such period of time.

## **ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE COUNTY AND THE REDEVELOPMENT COMMISSION**

6.01 Actions. Each of the County, County Council and the Commission represents, warrants and covenants that it has taken or will take subject to the Company's performance of its

agreements and obligations hereunder such action(s) as may be required and reasonably necessary to enable the County and the Commission to carry out fully and perform the terms, covenants, duties and obligations on each of their part to be kept and performed as provided by the terms and provisions of this Agreement.

6.02 Authority. The County, County Council, and the Commission represents and warrants that it has all requisite authority to enter into this Agreement.

6.03 Powers. The County, County Council, and the Commission represents and warrants that it has full constitutional and lawful right, power and authority to execute and deliver and perform its obligations under this Agreement.

## **ARTICLE VII. ADDITIONAL AGREEMENTS**

7.01 Utility, Infrastructure, and Additional Support. The County and the Commission agree to undertake the following infrastructure improvements to support the Project at the County's sole cost and expense. For purposes of this Section 7.01 "**Commencement**" shall be defined as when the Company notifies the County of commencement of construction of the Project, which notice may be given by email from either Jason Harris or Brett Bean at the Company to Bill Schalliol and Phil Garrett and will be deemed effective on the business day sent which Commencement shall be no earlier than 14 days from the Company's closing on the acquisition of the Site.

- (a) Fiber Optics (ChoiceLight). The County need not perform itself but will, and the County will pay the costs to, cause redundant fiber connectivity for the Project from two connection points on State Road 2 to be completed no later than 16 months after Commencement.
- (b) Gas (NIPSCO). The County need not perform itself but will cause, and the County will pay the costs above and beyond the standard NIPSCO cost sharing percentage of 48% of total gas project costs to, new HP gas service to be extended to the Site. The County need not perform itself but will cause all the foregoing improvements to be completed no later than 10 months after Commencement.
- (c) Electric (AEP). The County need not perform itself but will cause, and to the extent not covered by AEP the County will pay the costs for, electric service to be extended to the Site, with construction power to the Site completed no later than the August 11, 2023, temporary start-up power to the Facility completed no later than 12 months after Commencement, and the balance of the improvements no later than 28 months after Commencement.
- (d) Road (INDOT). The County will work with INDOT and the Company to review and finalize State Road 2 access from the Project. Once access has been approved by INDOT, the County need not perform itself but will, and the County will pay the costs to, cause any improvements needed to the State Road 2 corridor to be completed as part

of INDOT's planned roadway improvements during the 2025 construction season. The County will work with INDOT and the Company to review and finalize intersection improvements to State Road 2 and Larrison Boulevard. Intersection improvements to manage future traffic conditions of the industrial area including the Project, which could include basic improvements to existing conditions or could include construction of an interchange, will be coordinated with INDOT and other State agencies and be completed prior to the Substantial Completion Date of the Project. At no time will access be denied to the Project during the construction process due to construction of intersection improvements.

- (e) Road (County). The County need not perform itself but will cause, and the County will pay the costs for, any necessary local traffic improvements within the Indiana Enterprise Center. The County and the Company will coordinate improvements to Fillmore Road (the "**Fillmore Improvements**"), including but not limited to road widening and installation of a ditch crossing structure. The County would incorporate the Fillmore Improvements with bidding for the utility improvements. The Fillmore Improvements will be completed by October 31, 2024. If improvements are required on Larrison Boulevard, those improvements will be coordinated with the Fillmore Improvements project timeline and the State Road 2 and Larrison Boulevard improvements and be completed at a time prior to Substantial Completion.
- (f) Sewer (City of South Bend). The County will coordinate with the City of South Bend to upgrade sewer design and prepare construction schedules. The County need not perform itself but will cause, and the County will pay the costs related to, sewer extension to the Site, as well as any necessary infrastructure work and pump station upgrades. The foregoing shall occur as follows:

**Initial Capacity.** No less than 160 KGD of sanitary sewer capacity (that is 40% of 400 KGD potable water) will be delivered to the Site by no later than 10 months after Commencement via new force main and gravity sewer to existing lift station on Larrison Boulevard north of Filmore Road.

**Full Capacity.** No less than 2 MGD of sanitary sewer capacity will be available to the Site by no later than 16 months after Commencement. The County anticipates meeting this goal by issuing an early procurement equipment package and the alternative delivery methods.

**Rates.** Rates will be addressed through direct contract between the City of South Bend and the Company.

- (g) Water (Town of New Carlisle). The County will coordinate with the Town of New Carlisle to upgrade water design and coordinate construction schedules. The County need not perform itself but will cause, and the County will pay the costs related to, water extension to the Site, as well as any necessary infrastructure work. The foregoing shall occur as follows:

**Initial Capacity.** No less than 400 KGD of Potable Water will be delivered to Site by no later than 10 months after Commencement via an extension of the existing 16"

watermain at Filmore Road and Larrison Boulevard and will be charged at the current rates as set forth in the Town of New Carlisle Code of Ordinances Chapter 98: Fee Schedule, Section 52. Included in the foregoing work, the County will, until the Intermediate Capacity is delivered, provide infrastructure so that the foregoing Potable Water supply can also be used to meet the Project's potable and non-potable water demands simultaneously.

**Intermediate Capacity.** Not less than 1.5 MGD of Non-Potable Water will be delivered to Site by no later than 16 months after Commencement. The County will issue early procurement equipment packages and potential of alternative delivery methods. Rates will be addressed through a direct contract between the Town of New Carlisle and the Company.

**Full Capacity.** No less than 2.5 MGD of Potable, Non-Softened Water will be available to the site by October 2026 or sooner if possible. The County will issue early procurement equipment packages and potential of alternative delivery methods.

**Rates.** If use is greater than the 400 KGD then rates will be addressed through a direct contract between the Town of New Carlisle and the Company. If not, then rates will be per 1,000 gallons of use per the code section cited above. These rates will be adjusted as potable plant upgrades occur per the Town of New Carlisle's responsibility as a municipal service.

- (h) Project Manager (County). The County will, until completion of the Facility but no later than December 31, 2027, hire and pay all costs for a dedicated Project Manager to streamline the construction process for the Project. The Project Manager will work with local and state officials to expedite processes, follow protocols, provide one point of contact, and oversee the project on a local and governmental level through completion.
- (i) Site Predevelopment Activities (County). The County need not perform itself but will cause to be performed, and the County will pay the costs associated with, road vacations, replatting of land and rezoning of land associated with the Site.
- (j) Regional Stormwater Management (County). The County will coordinate with the Company on regional storm water management issues. At such time as the Company determines, in its sole discretion, that improvements are required to upgrade the regional storm water management features or are necessary or convenient to fully and/or further develop the Site, the County will prepare plans and pay for and, at the Company's election, perform such future improvements.

To avoid doubt, the County will cause to be performed all the above infrastructure improvements and other work.

7.02 Other Additional Support. The County and the Commission agree to, at the Company's request, undertake or pay the cost of additional infrastructure improvements to support the Project in an amount up to, but not to exceed, \$1,000,000.00 (the "**Cap**"), with such infrastructure improvements which may include, without limitation, permanent and temporary utilities whether public or private (*e.g.*, costs to extend electric, water, sewer, and other services to

the Site that may be required for a trailer city or other construction-related needs). To avoid doubt, in no event shall the County and the Commission's total expenditures for the items listed in this Section 7.02 exceed the Cap.

7.03 State Road 2 Land. Upon purchase of the Site, the Commission agrees to, upon the request of the Company and from time-to-time, accept one or more of those parts of the Site adjacent to State Road 2 or Larrison Road that are subject to existing access or right-of-way encumbrances (the "**Acquired Property**") with the exception that should any parts of the Acquired Property be needed for State Road 2 or Larrison Road improvements or related rights of way to be made under Section 7.01(d) above, the Company will transfer said portions of the Acquired property to the Commission upon request pursuant to the terms of this Section. The Parties agree that the Company will quit claim such Acquired Property to the Commission for no consideration and that the Commission will itself, and will cause any and all successors and assignees to the Acquired Property to, grant to the Company, at no cost, any easements or other rights in and to the Acquired Property that are, in the Company's judgment, necessary or convenient to the construction or operation of the Project.

7.04 Infrastructure Payment. To aid the County in performing its duties under Sections 7.01 and 7.02 (the "**Infrastructure Improvements**"), the Company must pay the County, on an annual basis, the amount of \$4,500,000.00 (the "**Infrastructure Payment**"), subject to the following terms and conditions:

(A) The annual Infrastructure Payment shall be paid for 10 years with each payment due on or before January 1 of each year.

(B) The first Infrastructure Payment shall be due and owing on January 1, 2026. The County shall, at its discretion, use the Infrastructure Payment in any way it elects. The Company shall have no control or direction over the use of the Infrastructure Payment.

(C) Each calendar year's Infrastructure Payment must be reduced or offset by the total amount of real and personal property taxes accrued in that year that would have been but are for any reason not abated under Section 4.01 and are paid (the "**Unabated Taxes**") except for any Unabated Taxes resulting from a Shortfall under Section 5.10(3) above. To avoid doubt, (i) if in any such calendar year Unabated Taxes are greater than the Infrastructure Payment, such year's excess Unabated Taxes cannot be carried forward to offset or reduce any future additional year's Infrastructure Payment, and (ii) the term "Unabated Taxes" does not include the taxes on the land at the Site that do not fall within the scope of the abatement under Section 4.01 (*i.e.*, assessed land value). The County must reimburse the Company any resulting overpayment no later than December 1st of the immediately following year unless, except with respect to the final Infrastructure Payment, the County elects in writing to permit the Company to offset the succeeding year's Infrastructure Payment, if any, by such overpayment. This paragraph shall survive the expiration or termination of this Agreement.

(D) To avoid doubt and notwithstanding any provision of this Agreement, the County and the Commission must perform the Infrastructure Improvements at their own cost and regardless of the total cost of doing so, and the Company's sole and exclusive duty with respect to the Infrastructure Improvements (and, in turn, any Project Debt) shall be the payment of the

Infrastructure Payment as more particularly set forth in this Section. To avoid doubt and notwithstanding any provision of this Agreement, the Project Debt is the sole responsibility of the County and, other than the Company's obligation to pay the Infrastructure Payments pursuant to this Agreement, the Company shall not assume nor be liable for the Project Debt. This paragraph shall survive the expiration or termination of this Agreement.

7.05 Performance. The County and the Commission shall work jointly and use commercially reasonable efforts to perform their duties under this Article VII at the Company's reasonable direction and also so as not to delay the completion of the Project. Also, at the Company's election the payment of costs in this Article VII shall be made directly to the applicable third party as and when due (rather than as reimbursements to the Company).

## **ARTICLE VIII. ADDITIONAL AGREEMENTS OF THE COMPANY**

8.01 Payment of Professional, Legal and Financial Advisory Services Fees and Expenses. The Company shall pay \$300,000 toward professional, attorney and financial advisory/service fees, costs and expenses incurred or to be incurred by the County and the Commission materially related to this Project and this Agreement (collectively, the "**Professional Fees**"). The Company shall pay the County \$300,000 for the Professional Fees upon execution of this Agreement which shall constitute the entire amount that the Company owes the County and the Commission for the Professional Fees, and any additional or future costs and expenses incurred by the County and the Commission for professional, attorney and financial advisory/service fees related to this Project or this Agreement shall be the sole responsibility of the County and the Commission (except for the Infrastructure Payment).

8.02 Protection of Aquifer and Installation of Monitoring Wells. The Company agrees to connect to the Town of New Carlisle Water Treatment Plants (the "**Plants**"). The Company further agrees that, so long as the Plants provide water at reasonable cost in the quantity and quality needed for the Facility, the Plants will be the Company's only source of operational water for the Facility and that it will not draw water from any wells on the Site with the exceptions that the Company may use the existing wells on the Site during the construction phase of the Project and may also use other water for miscellaneous uses, *e.g.*, post-construction landscaping irrigation, the use of vending machines that dispense bottled water, *etc.* In addition, the Company agrees to install four monitoring wells on the Site. The sampling parameters and location will be determined by the Parties at a future date with the understanding that at least one well will be positioned on the north property line of the Site (assumed hydraulically upgradient) and three wells will be positioned hydraulically downgradient from the manufacturing facility. The monitoring wells will be used to monitor ground water depth and water quality with a water sample collected and analyzed from each well to occur twice a year for a minimum of 5 years commencing with the start of production operations (the "**Monitoring Period**"). Subsequent monitoring shall be in accordance with any Wellhead Protection Permit. The Company shall provide quarterly reporting to the County and the Commission as well as to the Town of New Carlisle presenting the ground water depth data and bi-annual reporting presenting the water quality. The Company will be responsible for the cost to install and maintain the monitoring wells as well as the cost associated

with data collection and analysis (the “**Water Monitoring Costs**”) during the Monitoring Period. If the County or the Town of New Carlisle wish to continue operation of the wells at their own cost for ground water depth monitoring and water quality sampling after the Monitoring Period, they will so notify the Company, after which the parties may enter into an access agreement for such purpose for an agreed period of time and under agreed terms and conditions, one of which will provide that the County or the Town of New Carlisle will provide ground water depth and water quality sampling data collected to the Company.

8.03 Fire Training. The Company shall provide quarterly fire training to the following local fire departments: the New Carlisle Olive Township Fire Territory, the Warren Township Fire Department, the Clay Fire Territory, and the South Bend Fire Department and any of their successors (collectively, the “**Departments**”), regarding the handling of chemicals and associated spills for chemicals used by the Company as well as appropriate fire response training in the event of fire at the Facility. All training shall comply with National Fire Safety Standards.

## **ARTICLE IX. CONDITIONS TO OBLIGATIONS OF PARTIES**

9.01 Conditions to Obligations of Parties. The Parties acknowledge and understand that notwithstanding anything in this Agreement to the contrary:

- (a) The parties must take future actions to undertake and implement certain obligations under this Agreement;
- (b) The representations of and performance of the covenants and agreements of the County are subject to and contingent upon compliance with and completion of applicable statutory and administrative procedures, including, without limitation, applicable public notice and public hearing requirements, official actions by governing bodies, and any remonstrance and appeal rights; and
- (c) The representations and warranties of and performance of the covenants and agreements of the Company are subject to and contingent upon the satisfactions of the conditions and contingencies set forth in this Agreement (including, without limitation, the final, unappealable approval and effectuation of the incentives under Article IV), the performance of the other Parties’ respective covenants and agreements, and the due authorization and approval of the Project by the Company (or its permitted assigns).

Each Party covenants that it shall use its best efforts to do all things lawfully within its power to take the necessary actions to effectuate the obligations contemplated hereby and otherwise implement this Agreement to the fullest extent possible in accordance with the time frames set forth herein, unless such dates are extended by mutual written consent of the Parties.

## ARTICLE X. DEFAULT

10.01. Default. Each of the following shall be an Event of Default under this Agreement:

(a) If a Defaulting Party (as defined below) shall fail to observe and perform any agreement, term or condition contained in this Agreement, and the continuation of such failure for a period of thirty (30) days after notice thereof shall have been given to the Defaulting Party by the Non-Defaulting Party (as defined below), or for such longer period as the Non-Defaulting Party may reasonably agree in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Defaulting Party institutes curative action within the applicable period and diligently pursues that action to completion but in no event shall the Defaulting Party have more than 90 additional days (i.e. 120 days total) to cure the default; or

(b) The Company shall: (i) have an order of relief entered in any case commenced by or against them under the federal bankruptcy laws, as now or hereafter in effect; (ii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety (90) days; (iii) make an assignment for the benefit of creditors; or (iv) have a receiver or trustee appointed for them or for the whole or any substantial part of their property; and any of the aforementioned (i) – (iv) results in the permanent cessation of operations at the Facility.

In the event of an Event of Default by any of the Parties, or any of their respective successors or assigns, the defaulting or breaching Party (the “**Defaulting Party**”) shall, upon written notice from the other Party (the “**Non-Defaulting Party**”) specifying such Event of Default, commence to cure or remedy such Event of Default within thirty (30) days after receipt of such written notice, provided that, in the event that the Defaulting Party diligently and in good faith commences to cure or remedy such Event of Default within the initial thirty (30) day period but is unable to cure or remedy such default or breach within such thirty (30) day period, the Defaulting Party shall, prior to the end of such thirty (30) day period, provide notice to the Non-Defaulting Party that it has in good faith commenced to cure or remedy such Event of Default, whereupon the Defaulting Party shall have an additional one hundred and eighty (180) days to cure or remedy such Event of Default. In case such cure or remedy is not taken within the initial thirty (30) day period or not diligently pursued, or the Event of Default is not cured or remedied prior to the end of the additional one hundred and eighty (180) day period, the Non-Defaulting Party shall be entitled to seek any and all remedies available to it at law or in equity, including reasonable attorneys’ fees; provided however, for an Event of Default by the Company under Section 5.10, the Parties rights, remedies, and liabilities shall be limited as provided in such Section.

The declaration of an Event of Default under this Section 10.01, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or



immediately following any bankruptcy, liquidation or reorganization proceedings.

## **ARTICLE XI. GENERAL PROVISIONS**

11.01. Indemnity; No Joint Venture of Partnership. The Company covenants and agrees at its expense to pay and to indemnify and save the County, the Commission, and their respective officers and agents (the “**Indemnitees**”) harmless of, from and against, any and all third party claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly from the Company’s (and/or any affiliate’s thereof) development activities with respect to the Project unless such claims, damages, demands, expenses or liabilities arise in whole or in part by reason of the negligent act or omission (or other tortious act or omission) of the County, the Commission, or one of the other Indemnitees or a violation of law or a breach of this Agreement by any Indemnitee. Notwithstanding the foregoing, in case any action or proceeding is brought against an Indemnitee in respect of which indemnity may be sought hereunder, the Indemnitee seeking indemnification must give notice of that action or proceeding to the Company within thirty (30) days of the Indemnitee’s receipt of notice of such action or proceeding, and the Company shall thereafter have the right to assume the defense of such action or proceeding. At its own expense, an Indemnitee may employ separate counsel and participate in the defense of such action or proceeding. The Company shall not be liable for any settlement made without the Company’s written consent.

Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between or among the County, the Commission, and the Company or any affiliate thereof.

11.02 Time is of the essence of this Agreement. The Parties will make every reasonable effort to expedite the subject matter hereof and acknowledge that the successful construction, completion, operation and performance of the Project requires the prompt and continued cooperation of the Parties.

11.03 Integration. Except as otherwise expressly provided herein or in (A) the land purchase and sale agreement between the Commission and the Company for those parts of Site owned by the Commission, which parts the County and the Commission do hereby grant to the Company the sole and exclusive option to purchase (subject to Indiana law) and (B) the January 10, 2023 Reimbursement Agreement between the Company and the Commission , this Agreement supersedes all prior agreements, negotiations and discussions relative to the Company’s commitment to the County and the Commission to construct the Project in exchange for the County’s and the Commission’s respective commitments to the Company to provide economic development incentives, is a full integration of such agreement of the Parties.

11.04 Cumulative Benefits. The incentives to be provided to the Company as described herein are not intended to be and shall not be construed as a limitation upon the rights of the Company to obtain any other rights, privileges, or benefits for which either might qualify under

applicable law, and, except as otherwise provided herein, all incentives and benefits, whether conveyed herein or by applicable law, are intended to be cumulative.

11.05 Application of Public Records Laws. The Company acknowledges that Indiana Code 5-14-1.5 (the “**Open Door Law**”) and Indiana Code 5-14-3 (the “**Access to Public Records Act**”) apply to governmental entities (including the County and the Commission), and the Open Door Law and the Access to Public Records Law may require disclosure of this Agreement, its exhibits and such other material which may be provided to the County or any other “public agency” as such term is defined by the Access to Public Records Law. Accordingly, the Company agrees and understands that any proprietary or confidential information (collectively, “**Confidential Company Information**”) may and should be withheld from a governmental entity unless specifically and reasonably requested by that governmental entity solely in order for that governmental entity to complete its commitments under this Agreement and, in such case, such information may be subject to the Open Door Law and/or Access to Public Records Act. Notwithstanding the foregoing or anything else in this Agreement to the contrary including, without limitation, Article IX, (A) except as required to be disclosed pursuant to the Open Door Law, the Access to Public Records Act, or any other applicable law, the County, County Commissioners, County Council, and Commission agree to keep Confidential Company Information strictly confidential and use the Confidential Company Information solely for the purpose of administering and enforcing this Agreement and for no other reason, and (B) in no event shall the Company be required to disclose any information that is subject to a duty of confidentiality to a third party or to a privilege.

11.06 Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the Parties, by the adoption of a Resolution of the Board of Commissioners, the Commission, and the County Council approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

11.07 Severability. If any provision, covenant, agreement or portion of this Agreement, or its application to any person, entity or property, is held invalid or unenforceable, the application or validity of any other provision, covenant or portion of this Agreement shall not be affected thereby.

11.08 Indiana Law and Venue. This Agreement and all transactions contemplated hereby shall be governed by, construed in accordance with, and enforced under the laws of the State of Indiana, notwithstanding its choice of law rules to the contrary or any other state’s choice of law rules. This Agreement shall be interpreted and enforced according to the laws of the State of Indiana. The Parties agree to submit to the exclusive jurisdiction and venue of the Circuit or Superior Courts of St. Joseph County, Indiana. In the event of an express conflict between this Agreement and the Code, this Agreement shall control.

11.09 Costs and Expenses of Agreement. Except as otherwise set forth herein, the Parties shall each bear their own costs and expenses with respect to this Agreement, and other matters contemplated hereby, including without limitation, the fees and expenses of their respective legal counsel and financial advisors.

11.10 Assignment. The rights and obligations contained in this Agreement may not be assigned by the Company without the express prior written consent of the County and the Commission, which written consent shall not be unreasonably withheld or delayed. Notwithstanding the preceding sentence or any other provision of this Agreement, the Company shall have the right, at any time without the consent of any other Party, to (A) assign or pledge this Agreement for any collateral security purposes related to financing of the Project, and (B) assign this Agreement in whole or part to (i) any entity that is directly or indirectly owned or controlled by General Motors Company or its successor (a “**Company Affiliate**”), or (ii) any joint venture between the Company (or a Company Affiliate) and Samsung SDI Co., LTD., or its affiliate (the “**Partner**”) (each transfer in this clause (B) being a “**Permitted Transfer**”). If a Permitted Transfer occurs, the Company shall, effective as of the date of such Permitted Transfer, be automatically relieved of all duties and liabilities under this Agreement and the assignee must notify the County and the Commission of the Permitted Transfer within a reasonable time after the effective date thereof.

11.11 Notices. Any notices, requests, or other communications required or permitted to be given hereunder shall be in writing and shall be either (i) delivered by hand, (ii) sent by a reputable, national overnight delivery service (e.g., Federal Express), or (iii) sent by email or facsimile (with the original being sent by one of the other permitted means) and addressed to each party at the applicable address set forth herein. Any such notice, request, or other communication shall be considered given or delivered, as the case may be, on the date of hand delivery (if delivered by hand), on the second business day following deposit with an overnight delivery service with instructions to deliver on the next day or on the next business day (if sent by overnight delivery service), or on the day sent by facsimile (if sent by facsimile, provided the original is sent by one of the other permitted means as provided in this paragraph).

To the Company:

General Motors LLC  
c/o Real Estate  
300 Renaissance Center  
MC 482-C19-GRE  
Detroit, MI 48265  
Attention: Global Manager, Economic Incentives  
Email: [GMRealEstateNotices@gm.com](mailto:GMRealEstateNotices@gm.com)

and

General Motors LLC  
c/o Tax Staff  
300 Renaissance Center  
MC 482-C16-A68  
Detroit, MI 48265  
Attention: Manager, Tax Incentives

Email: [gmtax.propertyandsales@gm.com](mailto:gmtax.propertyandsales@gm.com)

To the County:

County of St. Joseph  
227 West Jefferson Blvd.  
2nd Floor County-City Building South Bend, Indiana 46601  
Attn: County Auditor  
Telephone: (574) 235-9668  
Facsimile: (574) 235-5024

To the Redevelopment Commission:

St. Joseph County Redevelopment Commission  
227 West Jefferson Blvd.  
11th Floor County-City Building South Bend, Indiana 46601  
Attn: President  
Email: [bschalliol@sjcindiana.com](mailto:bschalliol@sjcindiana.com)

*with copy to:*

Phillip A. Garrett, Esq.  
Counsel for St. Joseph County Redevelopment Commission  
420 Lincolnway West  
Mishawaka, IN 46546  
Email: [pgarrett@tglaw.us](mailto:pgarrett@tglaw.us)

St. Joseph County Council  
227 West Jefferson Blvd.  
4th Floor County-City Building South Bend, Indiana 46601  
Attn: President  
Email:

*with copy to:*

Jamie O'Brien, Esq.  
Counsel for St. Joseph County Council  
PO Box 449  
South Bend, Indiana 46624-0449  
Email: [jobrien@sjcindiana.com](mailto:jobrien@sjcindiana.com)

St. Joseph County Board of Commissioners  
227 West Jefferson Blvd.  
7th Floor County-City Building South Bend, Indiana 46601

Attn: President  
Email:

*with copy to:*

Michael Misch, Esq.  
Counsel for St. Joseph County Board of Commissioners  
131 S. Taylor Street  
South Bend, IN 466001  
Email: [misch@aaklaw.com](mailto:misch@aaklaw.com)

11.12 Counterparts. This Agreement may be executed (by facsimile, digital or other electronic means) in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

11.13 No Third Party Beneficiaries. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns and shall not be deemed to be for the benefit of any third party.

11.14 Exhibits. All Exhibits attached hereto are incorporated herein by reference.

11.15 Damage Limitation. No breaching Party shall be liable to any other Party to this Agreement for any consequential, incidental, special or punitive damages.

11.16 Effective Date. Notwithstanding any provision herein to the contrary, this Agreement shall not be effective until it has been executed by all Parties hereto, and the County and the Commissioners have approved or ratified this Agreement at a public meeting.

11.17 Term.

(a) This Agreement shall remain in full force and effect until the date upon which the last bill of taxes abated under this Agreement is paid. Upon the expiration of the term of this Agreement, if existing abatement compliance is still required, Sections 4.02, 5.02, and 11.08 hereof will survive and remain in effect until the final abatement compliance documentation is filed by the Company, at which time these provisions will terminate and expire.

(b) The Company, at its sole discretion, may elect to terminate this Agreement and cease the Project in its entirety prior to the County completing the sale of the bonds that evidence the Project Debt (the “**Bond Sale**”). The County must notify the Company of the date on which the County intends to complete the Bond Sale (the “**Debt Deadline**”) at least ten (10) business days before the Debt Deadline. The Company must notify the County in writing of its election to terminate under this Subsection before the Debt Deadline, and if it does not then Company shall not be in default of this Agreement but the Company shall be deemed to have terminated under Subsection (c) below. Once

timely notified of a termination under this Subsection, the County will cease all activity in furtherance of the Project set forth herein. Within twenty (20) business days of the Company delivering such notice to the County, the County will deliver to the Company a statement of the Permitted Costs incurred before the County's receipt of the Company's termination notice, including reasonable evidence of such Permitted Costs. Within thirty (30) days after the Company's receipt of such statement, the Company will reimburse the County for such Permitted Costs in an amount no greater than two million six hundred fifty thousand dollars (\$2,650,000.00). In this paragraph, "**Permitted Costs**" means all reasonable out-of-pocket costs incurred by the County in performing the Infrastructure Improvements or attempting to acquire the Project Debt including reasonable legal and professional fees.

(c) The Company, at its sole discretion, may elect to terminate this Agreement and cease the Project in its entirety after the Bond Sale. The Company must notify the County in writing of its election to terminate this Agreement and the Project. No later than sixty (60) days after the County is notified of the termination, the County must elect, in the County's sole discretion and in writing to the Company, that the Company either (A) continue to pay all remaining unpaid Infrastructure Payments, reduced by any and all Unabated Taxes, when due as set forth herein, or (B) pay to the County an amount equal to the value at the time of such termination, computed by discounting to present value at a rate per annum equal to the discount rate of the nearest Federal Reserve Bank, of all remaining unpaid Infrastructure Payments less the reasonable value of all remaining Unabated Taxes. If the County elects the one-time payment in preceding clause (B), then the County and the Company shall negotiate in good faith to agree upon the amount of such payment, which shall be due no later than thirty (30) days after the business day upon which County and the Company so agree, and if they cannot agree within such time then the dispute will be settled and finally determined by arbitration in accordance by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within 15 days after the commencement of arbitration, the Company and the County shall select one person to act as an arbitrator and the two selected shall within 10 days of their appointment select a third arbitrator. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The arbitration shall take place in the State of Indiana. The arbitration shall be governed by the laws of the State of Indiana, excluding any conflict of law provisions that would require application of another choice of law. Hearings shall take place pursuant to the standard procedures of the Commercial Arbitration Rules that contemplate in-person hearings. Each Party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Notwithstanding anything in this section, the Parties shall have recourse to any court of competent jurisdiction for the purpose of obtaining any provisional or equitable remedy.

(d) If the Company exercises its termination rights under Subsections (b) or (c) of this Section, then the real and personal property tax abatements granted under Section 4.01 above shall automatically terminate, at the County's election, upon written notice by the County to the Company of the County's election.

*(signature page follows)*

**SIGNATURE PAGE OF ECONOMIC DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

**ST. JOSEPH COUNTY, INDIANA**

By: \_\_\_\_\_  
Carl Baxmeyer, President  
Commissioner St. Joseph County Board of  
Commissioners

By: \_\_\_\_\_  
Derek Dieter,  
Vice-President  
St. Joseph County Board of  
Commissioners

By: \_\_\_\_\_  
Deborah A. Fleming, Commissioner  
St. Joseph County Board of  
Commissioners

**ST. JOSEPH COUNTY REDEVELOPMENT  
COMMISSION**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ST. JOSEPH COUNTY COUNCIL**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**GENERAL MOTORS LLC**

By: \_\_\_\_\_  
Title: William Stiles, Director, Global  
Manufacturing Strategy & Planning



**EXHIBIT A**

**SITE**

**EXHIBIT B**

**PERSONAL PROPERTY ABATEMENT SCHEDULE**

**EXHIBIT C**

**REAL PROPERTY ABATEMENT SCHEDULE**

**EXHIBIT D**

**PROPOSED INVESTMENTS**

The proposed investment is for the construction and equipping of a battery cell production facility, related improvements and ancillary structures at the Site in St. Joseph County, Indiana.  
Estimated total spending is \$3,500,000,000.