

RESOLUTION NO. _____

A RESOLUTION (I) TO MAKE CERTAIN FINDINGS RELATING TO THE EXPANSION OF AN EXISTING MANUFACTURING FACILITY LOCATED IN THE ENTERPRISE SOUTH INDUSTRIAL PARK (THE "PROJECT") TO BE CONSTRUCTED, EQUIPPED AND OPERATED BY GESTAMP CHATTANOOGA, LLC ("GESTAMP ") ON PROPERTY LOCATED AT 4120 JERSEY PIKE, CHATTANOOGA, HAMILTON COUNTY, TENNESSEE (THE "SUPPLEMENTAL PROJECT"), AND (II) TO AUTHORIZE THE MAYOR TO ENTER INTO AND EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES WITH THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE (THE "BOARD"), GESTAMP, AND HAMILTON COUNTY, TENNESSEE (THE "COUNTY") WITH RESPECT TO THE PROJECT TO ENCOMPASS THE SUPPLEMENTAL PROJECT (THE "PILOT AGREEMENT AMENDMENT")

WHEREAS, Gestamp, the Board, the County and the City of Chattanooga (the "City") are parties to the PILOT Agreement dated as of _____, 2015 (the "PILOT Agreement") in connection with the construction, equipping and operation by Gestamp of an expansion of its existing manufacturing facility in the Enterprise South Industrial Park in Chattanooga, Hamilton County, Tennessee (the "Project"); and

WHEREAS, Gestamp has indicated that it desires to acquire certain additional real property and improvements in connection with the Project described in the PILOT Agreement, such real property being approximately 29.20 acres located at 4120 Jersey Pike in Chattanooga, Hamilton County, Tennessee (the "Jersey Pike Real Property"); and

WHEREAS, in connection with the Project, Gestamp has indicated its intention to make improvements to the existing buildings on the Jersey Pike Real Property and to construct new improvements thereon (collectively, the "New Jersey Pike Improvements"); and

WHEREAS, in connection with the Project, Gestamp has indicated its intention to acquire certain machinery, equipment and other personal property (collectively, the “Jersey Pike Equipment”); and

WHEREAS, Gestamp has requested that the PILOT Agreement be amended in order to include (i) the New Jersey Pike Improvements as part of the Real Property Improvements, as defined in the PILOT Agreement, and (ii) the Jersey Pike Equipment within the Personal Property, as defined in the PILOT Agreement (the New Jersey Pike Improvements and the Jersey Pike Equipment collectively, the “Supplemental Project”); and

WHEREAS, an amendment to the PILOT Agreement will be required to identify and describe the components of the Supplemental Project so that they can be included under the PILOT Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, AS FOLLOWS:

RESOLVED, that we do hereby find that substantial benefits to the City economy will be derived from the Project as amended by the inclusion of the Supplemental Project and that the In Lieu Payments contemplated under the PILOT Agreement will be in furtherance of the Board's public purposes; and

BE IT FURTHER RESOLVED, that, having made such findings, we do hereby approve the PILOT Agreement Amendment in the form attached to this Resolution and do hereby authorize the Mayor to enter into the PILOT Agreement Amendment on behalf of the City, such PILOT Agreement Amendment to be substantially in the form attached to this Resolution, with such changes thereto as he shall approve; and

**BE IT FURTHER RESOLVED THAT THIS RESOLUTION TAKE EFFECT
FROM AND AFTER ITS PASSAGE, THE PUBLIC WELFARE REQUIRING IT.**

ADOPTED: October___, 2015.

**AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU
OF AD VALOREM TAXES**

THIS AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF TAXES (the “Amendment”) is made and entered into as of _____, 2015, by and among THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE (the “Board”); GESTAMP CHATTANOOGA, LLC, a Delaware limited liability company that is authorized to do business in Tennessee (the “Company”); the CITY OF CHATTANOOGA, TENNESSEE (the “City”); and HAMILTON COUNTY, TENNESSEE (the “County”).

W I T N E S S E T H:

WHEREAS, the Board, the Company, the City and the County are parties to that certain Agreement for Payments in Lieu of Ad Valorem Taxes dated as of _____, 2015 (the “PILOT Agreement”); and

WHEREAS, pursuant to the PILOT Agreement, the Company will make certain payments in lieu of ad valorem taxes with respect to the Property (as that term is defined in the PILOT Agreement); and

WHEREAS, the Company has indicated that it desires to acquire certain additional real property and improvements in connection with the Project described in the PILOT Agreement, such real property being approximately 29.20 acres located at 4120 Jersey Pike in Chattanooga, Hamilton County, Tennessee and being more particularly described on Exhibit 1 attached hereto and by this reference made a part hereof (the "Jersey Pike Real Property"); and

WHEREAS, in connection with the Project, the Company has indicated its intention to make improvements to the existing buildings on the Jersey Pike Real Property and to construct

new improvements on the Jersey Pike Real Property (collectively, the "New Jersey Pike Improvements"); and

WHEREAS, in connection with the Project the Company has indicated its intent to acquire certain machinery, equipment and other personal property, as more particularly described on Exhibit 2 attached hereto and made a part hereof (collectively, the "Jersey Pike Equipment");

WHEREAS, the Company has requested that the City, the County and the Board enter into this Amendment in order to include the New Jersey Pike Improvements as part of the Real Property Improvements (as that term is defined in the PILOT Agreement), in order to include the Jersey Pike Equipment as part of the Personal Property (as that term is defined in the PILOT Agreement) and in order to include the New Jersey Pike Improvements and the Jersey Pike Equipment as part of the Project (as that term is defined in the PILOT Agreement);

NOW, THEREFORE, IN CONSIDERATION OF the premises and the mutual covenants set forth herein, the parties agree as follows:

1. Amendments to PILOT Agreement. The PILOT Agreement is hereby amended as follows:

a. The term "Real Property Improvements" as used in the PILOT Agreement shall include the New Jersey Pike Improvements, together with the improvements to be constructed on the Land, but shall not include the buildings currently existing on the Jersey Pike Property (the "Existing Jersey Pike Buildings").

b. The term "Personal Property" as used in the PILOT Agreement shall include the Jersey Pike Equipment, together with the machinery, equipment and other personal property described in Exhibit B to the PILOT Agreement .

c. The term "Project" as used in the PILOT Agreement shall include the New Jersey Pike Improvements and the Jersey Pike Equipment, together with the Land, Real Property Improvements and Personal Property (as those terms are used in the PILOT Agreement), but shall not include the Jersey Pike Real Property or the Existing Jersey Pike Buildings; provided, however, that amounts expended by the Company to acquire the Jersey Pike Real Property and the Existing Jersey Pike Buildings shall count toward the Minimum Investment Requirement (as that term is defined in the PILOT Agreement).

2. Except as set forth in paragraph 1 above, the PILOT Agreement shall remain unchanged and in full force and effect.

3. The Board will enter into such amendments to the Leases (as that term is defined in the PILOT Agreement) as the Board shall deem to be necessary in order to reflect the amendments to the PILOT Agreement set forth in this Amendment.

4. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signatures on following pages.]

[The Industrial Development Board of the County of Hamilton, Tennessee – Signature Page to
Amendment to Agreement for Payments in Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, The Industrial Development Board of the County of Hamilton, Tennessee has caused its duly authorized officers to execute this Amendment as of the date first above written.

THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF HAMILTON,
TENNESSEE

By: _____
Title: _____

ATTEST:

Title: _____

[Gestamp Chattanooga, LLC – Signature Page to Amendment to Agreement for Payments in
Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, Gestamp Chattanooga, LLC has caused its duly authorized officer to execute this Amendment as of the date first above written.

GESTAMP CHATTANOOGA, LLC

By: _____
Title: _____

[City of Chattanooga, Tennessee – Signature Page to Amendment to Agreement for Payments in Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, the City of Chattanooga, Tennessee has caused its duly authorized official to execute this Amendment as of the date first above written.

CITY OF CHATTANOOGA, TENNESSEE

BY: _____
Mayor

[Hamilton County, Tennessee – Signature Page to Amendment to Agreement for Payments in
Lieu of Ad Valorem Taxes]

IN WITNESS WHEREOF, Hamilton County, Tennessee has caused its duly authorized official to execute this Amendment as of the date first above written.

HAMILTON COUNTY, TENNESSEE

BY: _____
County Mayor

EXHIBIT 1
TO
AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

Legal Description of Jersey Pike Real Property

[Legal description from title commitment to be inserted.]

EXHIBIT 2
TO
AMENDMENT TO AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES

Jersey Pike Personal Property

During the Tax Abatement Period, the Project shall include all machinery, equipment and other tangible personal property that is installed or otherwise located on or about or used in connection with the real property described in Exhibit 1 attached to this Amendment, together with replacements thereof and substitutions therefor, in connection with the Company's operations on such real property.

