

MEMORANDUM OF UNDERSTANDING

MACK ASSEMBLY PLANT PROJECT

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into as of the Effective Date (as hereinafter defined), by and between **FCA US LLC**, a Delaware limited liability company (hereinafter sometimes referred to as “FCA”), the **CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate (“DBRA”), and the **CITY OF DETROIT**, a Michigan municipal corporation (the “City”).

R E C I T A L S

A. FCA owns real property located within the City of Detroit, Michigan, commonly known as the Mack 1 Plant and the Mack 2 Plant (collectively as the “Mack Plant Property”);

B. FCA desires to construct a new assembly plant and related improvements by renovating, retrofitting and expanding the Mack Plant Property for the purposes of such expansion, with anticipated total expenditures of approximately \$1.6 billion, and the expected creation of approximately 3,850 net new full-time employees in the operation of the Mack Plant Property, and the development by FCA of the Parcels for those uses by FCA which will support the operation by FCA of the Mack Plant Property (the “Project”);

C. Separate and distinct from the Project, FCA desires to make additional investments in the Jefferson North Assembly Plant (“JNAP Plant Property”), with anticipated total expenditures of approximately \$900 million, and the expected creation of approximately 1,100 net new full-time employees in the operation of the Jefferson North Plant Property (the “JNAP Project”);

D. The Project and the JNAP Project together represent an investment with anticipated total expenditures of approximately \$2.5 billion and are expected to create approximately 4,950 net new full time employees in the operation of the Mack Plant Property and the JNAP Plant Property;

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

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

G. The City and DBRA have determined that the Project is consistent with the economic development objectives and purposes of the City and DBRA and, although the Mack Plant Property could be a viable Project, there are several challenges, including, but not limited to, a constrained construction labor market, additional land acquisition and development in an urban setting, and the uncertainties involved in the process of acquiring and clearing privately owned

parcels of land near or adjacent to the Mack Plant Property in a very short period of time and the securing of all appropriate permits and municipal approvals in a timely fashion;

H. Accordingly, the Project will involve, among other things, DBRA's acquisition, assemblage, and conveyance to FCA of certain parcels of real property (hereinafter sometimes referred to individually as a "Parcel" and collectively as the "Parcels") adjacent to or near the Mack Plant Property and JNAP Plant Property, some of which Parcels are owned by the City as of the Effective Date, and some of which may need to be acquired by DBRA from third parties, and various other related undertakings of the City and DBRA, including without limitation, as may be applicable, certain site preparation activities relative to the Parcels;

I. In order to induce FCA to undertake the Project, the City and DBRA have agreed from the Effective Date until sixty (60) days following the Effective Date (the "Deadline," with that period between the Effective Date and the Deadline being referred to herein as the "MOU Term") to complete the undertakings in this MOU;

J. FCA has agreed to work closely with the City and DBRA during the MOU Term to evaluate the feasibility of the Project and if feasible to execute a definitive agreement with the City and the DBRA on mutually agreeable terms, which definitive agreement, if and once executed would govern the Project; and

K. During the MOU Term, the parties agree to undertake the various activities and obligations in this MOU, all as more particularly set forth herein.

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

ARTICLE I

AGREEMENTS OF DBRA AND FCA

1.01 Parcel Identification and Acquisitions/Closing Dates. Prior to the Deadline and subject to the terms hereof, DBRA agrees to use commercially reasonable efforts to enter into binding agreements to acquire certain properties not owned by the City or DBRA on the Effective Date, being "Private Parcels" for purposes of this MOU, and identify certain City-owned Parcels to be contributed to the Project, being "City-Owned Parcels" for purposes of this MOU, which Private Parcels and City-Owned Parcels are acceptable to FCA for the Project in FCA's sole discretion. DBRA shall pursue such acquisition agreements acceptable to FCA in consultation with FCA to ensure that the locations and configurations of the property assemblages meet FCA's requirements for the Project. The defined term "Parcel" and "Parcels" shall include any and all individual tax parcels that comprise the Parcel or Parcels (hereinafter referred to collectively as the "Sub-Parcels" and individually a "Sub-Parcel") and any and all references to "Parcel" and/or "Parcels" in this MOU shall be deemed to include each Sub-Parcel. Prior to the Deadline, DBRA and FCA agree to use commercially reasonable efforts to develop a schedule of closing dates for the Parcels that is acceptable to FCA in its sole discretion.

1.02. Site Preparation Activities Scope and Security Requirements. Prior to the Deadline, FCA and DBRA shall work together to (a) identify the scope of work for the various site preparation activities that the DBRA will undertake with respect to each Parcel pursuant to the Development Agreement (as hereinafter defined), including without limitation any security measures required to facilitate the Project, which scope of work shall be satisfactory to FCA in FCA's sole discretion (the "Site Preparation Activities Scope").

1.03 Site Environmental Activities Scope. Prior to the Deadline, FCA and DBRA shall develop a joint assessment process to review any Phase I reports, Phase II scopes of work, brownfield plans and remediation work plans, including for any work to be performed prior to the Deadline, as required to address environmental conditions consistent with FCA's anticipated non-residential use of the Parcels.

1.04 Sources and Uses of Funds. No later than five (5) business days following the Effective Date, DBRA, the City, and FCA shall begin to meet and confer relative to a framework for sources and uses of funds that delineates how DBRA and/or the City intends to obtain monies sufficient to fund the acquisition costs of the Parcels and the anticipated Site Preparation Activities Scope. As soon as possible following the Effective Date, DBRA shall demonstrate, to FCA's satisfaction, that DBRA shall have identified sources of funds sufficient to meet DBRA's and City's obligations under the Development Agreement (collectively, the "Municipal Project Funds") and by the Deadline, DBRA shall demonstrate, to FCA's satisfaction, that the Municipal Project Funds, excepting the DBRA Bonds (as hereinafter defined), have been secured. The Municipal Project Funds shall include reference to a brownfield plan (the "Brownfield Plan") made pursuant to Act No. 381, Michigan Public Acts of 1996, as amended ("Act 381") authorizing DBRA to capture and retain tax increment revenues (as defined in Act 381) of certain eligible property (as defined in Act 381) (which Brownfield Plan may include the Mack Plant Property, and which Brownfield Plan may provide for the recovery of costs related to eligible activities (as defined in Act 381) at the Mack Plant Property, and any bonds to be issued relative thereto (the "DBRA Bonds")). By the Deadline, in the form of an exhibit to be included in the Development Agreement subject to FCA's prior review and approval prior to the Deadline, DBRA shall have specifically identified to FCA the commitment date for the Municipal Project Funds, the date the Municipal Project Funds shall be distributable following all required approvals, and any restrictions and/or conditions on the use of the Municipal Project Funds.

1.05 Process and Procedure Protocol. No later than five (5) business days following the Effective Date, the City, DBRA, and FCA shall establish a regular (at least weekly) meeting schedule of designated representatives and a process and protocol to facilitate and coordinate (without limitation): (a) the management of the Project; (b) review the status of the undertakings under this MOU; (c) identify the Parcels for the Project; (d) finalize the Municipal Project Funds and the Site Preparation Activities Scope, both of which shall be subject to the prior review and approval of FCA; (e) coordinate due diligence activities; (f) provide status reports on the Berm Work (as defined below) and consultation and oversight regarding DBRA's use of the DBRA funds to complete the Berm Work; (g) develop periodic progress reports; (h) develop a change order protocol once the Municipal Project Funds and Site Preparation Activities Scope has been approved by FCA; (i) develop and finalize a mutually approved budget for DBRA's costs related to the Project; (j) develop specific exhibits that may be needed for the Development Agreement;

and (k) such other matters as the parties shall desire to manage and execute the undertakings under this MOU in an efficient, orderly and timely manner. Any modifications to the Municipal Project Funds and/or Site Preparation Activities Scope, once approved by FCA, may only be modified in writing by FCA. DBRA, the City, and FCA shall each designate a project representative, which project representative shall have the authority to approve written changes to any of the foregoing and bind their respective entities thereto, subject to any required DBRA Board approvals, City approvals and FCA approvals.

1.06 Berm Work. On the Effective Date (or immediately following the date that this MOU is approved by the DBRA Board of Directors), DBRA shall commence work on that certain earthen berm generally situated west of the Mack Plant Property, immediately to the west of St. Jean Street, between East Warren Avenue and Mack Avenue (the “Berm”), pursuant to the base scope of work (the “Berm Work”) described in BP-2018-LA-001-Soil Removal, Disposal and Remediation Work associated with DBRA Land Assembly Project dated December 21, 2018 (the “Berm RFP”), which Berm RFP has been reviewed and approved by FCA. DBRA shall commence and diligently pursue to completion the Berm Work such that it shall be completed on the date that is fifteen (15) days following the Deadline subject to force majeure delays (including the applicability of “Frost Laws”) (the “Berm Work Completion Date”), and this Berm Work Completion Date shall be included in the Development Agreement.

1.07 Execution of the Development Agreement. No later than the Deadline, DBRA, the City, and FCA shall use commercially reasonable efforts to come to mutually acceptable terms for a definitive development agreement for the Project (the “Development Agreement”). If the parties come to terms for the Development Agreement by the Deadline, then by no later than three (3) business days following the Deadline, the Development Agreement shall be approved by the DBRA Board of Directors, signed by DBRA and FCA, and submitted to the Detroit City Council under and per the terms of Section 1.08 below. If the parties do not come to terms for the Development Agreement by the Deadline, then this MOU shall automatically terminate and all obligations of the parties shall be terminated other than those set forth in Section 3.02.

1.08 DBRA Undertakings and Submissions to the Detroit City Council. No later than the Deadline, and subject to the DBRA and FCA having come to mutually acceptable terms with respect to the Development Agreement, PA 198 Abatement Agreement and the Community Benefits Agreement, DBRA shall have accomplished the following and, submitted as required, to the Detroit City Council, the below-described documents and/or items (collectively, the “City Council Submission Package”) in order for the Project to be submitted for Detroit City Council approval no later than three (3) business days following the Deadline:

(a) Prepare and finalize any and all documentation required to be submitted to the City in order to vacate those portions of St. Jean Street, Connor Lane, Charlevoix Street, and any other street in the vicinity of the Project necessary for facilitation of the Project (collectively, the “Designated Streets”), which documentation may require compliance with the condition of providing easements protecting the rights or property of the City, or any public utility, held in the Designated Streets, the terms of such easements which shall be acceptable to FCA in FCA’s reasonable discretion, such that the Designated Streets shall have been vacated with no further

required action in conjunction therewith, as of or promptly following Detroit City Council approval thereof;

(b) Make applications for any necessary rezoning of the City-Owned Parcels, and Private Parcels per FCA's requirements;

(c) The Development Agreement;

(d) The agreement ("PA 198 Abatement Agreement") to be entered into between the City and FCA governing the terms and conditions of the establishment of an industrial development district under Act No. 198, Michigan Public Acts of 1977, as amended ("Act 198), and approving an application for an industrial facilities exemption certificate providing the Mack Plant Property with fifty (50) percent tax abatement for a period ending twelve (12) years after completion of construction of all Project facilities (if applied for) (the "PA 198 Abatement");

(e) The Community Benefits Agreement (as hereinafter defined);

(f) The agreement by and between DBRA and the City concerning transfer of the City-Owned Parcels to DBRA for purposes of the Project (the "Transfer Agreement");

(g) The agreement or agreements by and between DBRA and the City providing for the City's transfer of City funds satisfactory to DBRA, in its sole discretion, to meet DBRA's obligations under the Development Agreement, excepting amounts anticipated from State of Michigan sources and the DBRA Bonds (the "Funding Agreement");

(h) Any approvals required by the City to confirm the commitment to contribute to DBRA, to meet DBRA's obligations under the Development Agreement, all other sources of Municipal Project Funds, excepting the DBRA Bonds;

(i) The Expedited Approvals Process (as hereinafter defined), to the extent Detroit City Council approval of the same is required;

(j) Any other agreements for which the exchange of City or Detroit Land Bank Authority owned properties is required to acquire Private Parcels; and

(k) Any other agreements or requirements determined by FCA or DBRA to be necessary to facilitate FCA's pursuit of the Project or DBRA's satisfaction of its obligations under the Development Agreement.

1.09. Parcel Access and Due Diligence: Within two (2) business days following the date DBRA obtains access to Private Parcels (which access must also permit FCA to access the Private Parcels), DBRA shall provide to FCA and its representatives access to such Private Parcels for due diligence purposes, subject to FCA's compliance with terms and conditions of access agreements that FCA executes in connection with such Private Parcels (the "Third Party Access Agreements"). Within two (2) business days following DBRA's receipt of such materials, DBRA shall also provide to FCA any and all due diligence materials and/or reports that DBRA receives or develops

with respect to any Parcels and the activities contemplated by the Site Preparation Activities Scope, and DBRA shall provide FCA with access to all books, contracts, documents and records with respect to the Parcels. FCA shall use commercially reasonable efforts to coordinate its due diligence with DBRA's due diligence so that the same can be conducted in a relatively concurrent manner.

Any due diligence of DBRA pursuant to this MOU shall be performed (i) so as not to interfere with FCA's use of and business operations on the Mack Plant Property and/or JNAP Plant Property and (ii) in such a manner so as not to permit or suffer any act to be done or any condition to exist on the Parcels and/or the Mack Plant Property which may constitute a nuisance, public or private, or which materially obstructs or interferes with the rights of adjacent property owners, including, without limitation conducting appropriate dust abatement to minimize the amount of dust resulting from any activities performed pursuant to this MOU.

Within seven (7) days of the Effective Date, DBRA shall deliver to FCA current title insurance commitments, and any and all documents of record referenced therein, and surveys for each Parcel as may have been delivered to DBRA by such date, and within two (2) business days following the date DBRA obtains such title commitments and surveys.

1.10 Funding. DBRA and the City each represent to FCA that, upon execution of this MOU, it has, or expects to have, sufficient funding necessary to complete its undertakings under this MOU.

ARTICLE II

UNDERTAKINGS OF THE CITY AND FCA

2.01 Private Parcels. The City will work with DBRA and FCA to negotiate and facilitate binding agreements to acquire the Private Parcels upon terms and conditions acceptable to FCA and consistent with FCA's development schedule for the Project.

2.02 Security. The City will cooperate with FCA to develop a mutually acceptable framework to facilitate FCA's security requirements for the Project as to be specified in the Development Agreement.

2.03 Municipal Project Funds. Prior to the Deadline, the City will demonstrate that it has the ability to secure the Municipal Project Funds.

2.04 MEDC Approvals. Prior to the Deadline, the City, to the extent required, will have secured approvals from the Michigan Economic Development Corporation ("MEDC"), to FCA's satisfaction, for a development incentive package relative to the Project consistent with those provided to other major assembly plants in the United States, including without limitation State Essential Services Assessment Exemptions and the PA 198 Agreement.

2.05 Community Benefits Agreement. By the Deadline, the City will complete the process under Ordinance No. 35-16, being Detroit City Code 14-12-1, et seq. (the "Community

Benefits Ordinance”), related to the Project, provided that FCA agrees to cooperate with the City relative to the requirements of the Community Benefits Ordinance and the City and FCA shall use commercially reasonable efforts to finalize a form of agreement consistent with such Community Benefits Ordinance (the “Community Benefits Agreement”), the form of which is to be acceptable to the parties.

2.06 Storm Water Management. Prior to the Deadline, the City, specifically including the Detroit Water and Sewerage Department (“DWSD”), and FCA shall conduct meetings as may be required for the establishment of a storm water management plan that is acceptable to FCA, in its sole discretion, and to explore an overarching long-term storm water management solution for the Mack Plant Property, the JNAP Plant Property and the surrounding neighborhoods for the benefit of the local community as a whole.

2.07 Expedited Approvals Process. Prior to the Deadline, the City shall use commercially reasonable efforts to establish a procedure for an expedited review and approval by the City of such permits and approvals as required to develop, construct, use, operate and occupy the Project including, but not limited to, construction permits, road access permits, City utility and storm water drainage connections and for City inspection and approval of the construction, site plan approval, use, operation and occupancy of the Project (the “Expedited Approvals Process”). This Expedited Approvals Process shall include, without limitation, the following: (i) inspectors on-call 24/7 for building, electrical, mechanical, plumbing and fire marshal; (ii) inspections within twenty-four (24) hours of request; (iii) five (5) day turnaround on all approvals; (iv) expedited reviews of zoning changes and other variance requests; (v) expedited site plan approval; and (vi) allow staggered building permit reviews by package or system (i.e. foundation, steel, roofing, office space and the like). FCA requires that site plan approval of the Project shall have been granted, beyond applicable appeals periods, no later than the Deadline.

2.08 Executive Orders. FCA acknowledges that the construction of the real estate improvements that comprise the Project are subject to City of Detroit Executive Order No. 2014-5 and/or No. 2016-1 (the “Executive Orders”) providing for 51% of the work to be done by Detroit residents and 30% of contracts awarded to Detroit contractors. The City has already entered into enhanced recruitment agreements with the Carpenters’, Electrical Workers’, Plumbers’, and Mechanical Contractors’ unions that reduce payments under the Executive Orders. Prior to the Deadline, the City will make best efforts to obtain similar agreements with additional trades so that FCA will be able to evaluate fully the potential costs of the Executive Orders, as applicable, prior to agreeing upon a final form of, and executing, the Development Agreement. Each of FCA and the City will assign a representative to work collaboratively to facilitate compliance, as applicable, with the Executive Orders, including achieving an efficient process for the tracking and reporting.

2.09 Master Right of Entry Letter. Within five (5) business days following the Effective Date, the City, through the City of Detroit Building, Safety Engineering & Environmental Department, shall deliver to FCA a master Right of Entry Letter (the “ROE”) for the benefit of FCA (in such form and with such terms as are reasonably acceptable to FCA and the City) granting FCA and its contractors access to each of the City-Owned Parcels, for the purpose of FCA conducting due diligence thereon, as more particularly described and set forth in the ROE.

ARTICLE III

COMPLETION OF PROCESS

3.01 FCA Under No Obligation to Proceed. The parties recognize the urgency of FCA's construction requirements relative to the Project. If FCA determines, in its sole discretion, prior to the Deadline, that the City and/or DBRA will be unable to deliver the Parcels on the agreed upon schedule, that the City and/or the State of Michigan will be unable to provide, from FCA's perspective, the Municipal Project Funds or a development incentive package which makes investment at the Mack Plant Property and JNAP Plant Property economically feasible or the parties are unable to come to agreement on a mutually acceptable Development Agreement as noted herein, FCA is under no obligation to proceed with the Project. In such event, FCA shall provide written notice to DBRA and the City and this MOU shall be terminated on the date of such notice and all obligations of the parties hereunder shall be terminated other than those set forth in Section 3.02.

3.02 Costs; Berm Costs/Indemnification. Each of the parties will be responsible for their own costs incurred in connection with performing their respective obligations under this MOU, and, except as set forth in this Section and Section 4.06, the parties will have no liability to each other or any third party for any actions taken or not taken hereunder; provided, however, in the event that FCA decides not to pursue the Project for any reason other than the failure of DBRA to comply with its obligations under Article I, then FCA shall be liable for one-half of the actual, reasonable, and documented third party costs and expenses incurred by DBRA related to the Berm Work and restoring the Berm to its condition prior to the Berm Work (the "1/2 Berm Work Costs") in an amount not to exceed One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00); and provided further that, in any event, FCA shall remain bound by all surviving obligations arising under the ROE and/or the Third Party Access Agreements executed by FCA on account of FCA's due diligence activities relative to the Parcels.

ARTICLE IV

MISCELLANEOUS

4.01 Notices. Any notice, request, claim, demand or other communication to be given or delivered under or by reason of the provisions of this MOU (each a "Notice, and collectively, the "Notices") will be in writing and will be deemed to have been given when delivered personally, sent by nationally-recognized overnight courier, or mailed by certified or registered mail, return receipt requested, and postage prepaid, to the recipient. Such notices, demands and other communications will be sent as follows:

(a) If to the City:

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

With a copy to:

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

(b) If to DBRA:

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

With a copy to:

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

(c) If to FCA:

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

With a copy to:

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

With a copy to:

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

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

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

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

4.04 Saturdays, Sundays and Holidays. Time is of the essence of this MOU and the performance of all covenants, agreements and obligations hereunder. Whenever in this MOU 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.

4.05 Amendments. No modification, amendment or supplement to this MOU will be effective unless in writing and signed by an authorized representative of each party.

4.06 Non-Binding/Binding. Except as to (i) DBRA's and FCA's obligations under Article I and (ii) FCA's, DBRA's and City's obligations under Section 3.02 and Article IV, the terms and conditions of this MOU are non-binding, and the parties shall have no liability under this MOU and the subject matter related thereto. Any disputes between the parties relative to the binding obligations under this MOU shall be submitted to arbitration per the terms of Section 4.08 and, in addition to FCA's right to terminate this MOU, FCA's sole remedy against the DBRA in arbitration shall be limited to a claim or defense, as applicable, that FCA is not liable for the ½ Berm Work Costs, in an amount not to exceed \$1,500,000.00; and the DBRA's and City's sole remedy against FCA in arbitration shall be limited to a claim or defense, as applicable, that FCA is liable for the ½ Berm Work Costs, in an amount not to exceed \$1,500,000.00.

4.07 Conditions to Effectiveness. This MOU shall become effective upon full execution by FCA, the City, and DBRA on the date it is executed by all parties hereto (the "Effective Date"), except that the obligations of the DBRA under this MOU shall be binding on DBRA only upon the approval of this MOU by the DBRA Board of Directors, which approval shall occur concurrent with or no later than one (1) business day following the Effective Date.


4.08 Arbitration/Prevailing Party. This MOU shall be governed by and interpreted in accordance with the laws of the State of Michigan, exclusive of conflict or choice-of-law rules, and the parties hereby consent to the personal and exclusive jurisdiction and venue of the Michigan state courts and the federal and state courts located in Wayne County, Michigan, subject to the parties agreement to arbitrate any dispute, claim or controversy arising out of or relating in any way to this MOU or the interpretation, application, enforcement, breach, termination or validity thereof (including any claim of inducement of this MOU by fraud and including determination of the scope or applicability of this MOU to arbitrate) or its subject matter (collectively, "Disputes") by binding arbitration before JAMS in accordance with American Arbitration Association Rules governing arbitration. To the extent permitted by law, the parties shall maintain the confidential nature of the arbitration proceeding and any award. Notwithstanding the above, each party shall have recourse to any court of competent jurisdiction to enforce claims for dispossession or injunctive and other equitable relief.

If any party commences an action in arbitration against the other arising out of or in connection with this MOU, the prevailing party, as determined by the arbitrator, shall be entitled to recover from the losing party such sum as the arbitrator may adjudge reasonable as such party's costs and attorney's fees, including such costs and fees as are incurred in any arbitration. Each party shall also have the right to recover its reasonable costs and attorney's fees actually incurred in collecting any sum or debt owed to it by the other party, with or without litigation, if such sum or debt is not paid within fifteen (15) days following written demand therefor. The provisions of this Section shall survive the expiration or earlier termination of this MOU.

[SPACE INTENDED]


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

THE CITY OF DETROIT

By: 
Name: MICHAEL E. DUGGAN
Its: MAYOR, CITY OF DETROIT

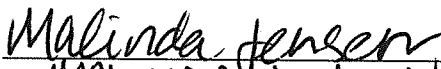
Dated: February 25, 2019

FCA US LLC


By: 
Name: SHANE KARR
Its: HEAD OF EXTERNAL AFFAIRS

Dated: February 25, 2019

CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

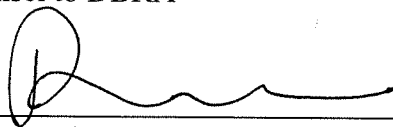
By: 
Name: MALINDA JENSEN
Its: Authorized Agent

Dated: February 26, 2019

By: 
Name: KENYETTA BRIDGES
Its: AUTHORIZED AGENT

Dated: February 26, 2019

Approved as to form:
Counsel to DBRA

By: 
Rebecca A. Navin, Esq.

Dated: February 26, 2019