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CINDY MURRAY

RESOLUTION NO. 2020-14

LAFAYETTE COMMON COUNCIL

A RESOLUTION DECLARING THE DESIGNATION OF CERTAIN REAL ESTATE AS AN ECONOMIC REVITALIZATION AREA (ERA) AND APPROVING THE APPLICATION FOR PROPERTY TAX ABATEMENT

**SUBARU OF INDIANA AUTOMOTIVE, INC.
PERSONAL PROPERTY**

WHEREAS, IC 6-1.1-12.1 allows for a partial abatement of property taxes attributable to the redevelopment/rehabilitation of real property and/or installation of new personal property in an Economic Revitalization Area (ERA); and

WHEREAS, IC 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERAs); and

WHEREAS, the Common Council has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to the Common Council as to what areas should be designated Economic Revitalization Areas; and

WHEREAS, Subaru of Indiana Automotive, Inc. has requested the real estate named in Exhibit "A" be designated an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings, which request has been accompanied by an Application, Statement of Benefits dated June 8, 2020, and a Supplement to Statement of Benefits and other information set forth in said attachments included in Exhibit "B;" and

WHEREAS, Subaru of Indiana Automotive, Inc. has requested a deduction from the assessed value of such new manufacturing equipment installed pursuant to the Statement of Benefits over a period of ten (10) years in accordance with the following abatement schedule percentages:

Year	Percentage
1	100
2	90
3	80
4	70
5	60
6	50
7	40
8	30
9	20
10	10

WHEREAS, Subaru of Indiana Automotive, Inc. has agreed to enter into a Memorandum of Agreement (MOA) setting forth certain terms and understandings related to the approval of the deduction for tax abatement purposes, which MOA is attached hereto as Exhibit “C;” and

WHEREAS, on June 25, 2020, the Lafayette Redevelopment Commission recommended approval of the designation of the real estate described in Exhibit A as an Economic Revitalization Area and Statement of Benefits, Supplement to Statement of Benefits and Memorandum of Agreement through passage of Resolution No. LRC-2020-09;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE that:

1. The Common Council finds that
 - A. The subject real estate complies with the statutory criteria for an Economic Revitalization Area; and
 - B. The estimate of cost of installation of new manufacturing equipment is reasonable for projects of this nature; and
 - C. The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - D. The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - E. The tax base of the City of Lafayette and all relevant taxing districts can be reasonably expected to increase from the proposed installation of new manufacturing equipment; and
 - F. The total benefits are sufficient to justify the deduction.
2. The Common Council designates, finds, and establishes the subject real estate as an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings as permitted under IC 6-1.1-12-1, subject to final confirmation after public hearing.
3. The Economic Revitalization Area designation terminates ten (10) years after January 1, 2020.
4. Subject to final confirmation after public hearing, the Statement of Benefits filed June 8, 2020, and Supplement to Statement of Benefits are hereby approved.
5. Subject to final confirmation after public hearing, Subaru of Indiana Automotive, Inc. is entitled to the opportunity to apply for a property tax deduction for an increase in assessed value resulting from the installation of

new manufacturing equipment for a period of ten (10) years in accordance with the following schedule percentages:

Year	Percentage
1	100
2	90
3	80
4	70
5	60
6	50
7	40
8	30
9	20
10	10

6. That the attached Memorandum of Agreement (MOA) be approved and entered into by the Common Council.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, on the 6th day of July, 2020.

COMMON COUNCIL OF THE
CITY OF LAFAYETTE, INDIANA

Nancy Nargi, President

ATTEST:

Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette this 6th day of July, 2020.

Cindy Murray, City Clerk

Signed and approved by me, the Mayor of the City of Lafayette, Indiana, this 6th day of July, 2020.

Tony Roswarski, Mayor

ATTEST:

Cindy Murray, City Clerk

Sponsored by Tony Roswarski, Mayor

Exhibit A

Legal Description and Boundary Map

PARCEL XIV

Lot number 2 and lot number 3 in Fred R. Widner Half Acre Subdivision as recorded in Plat Book 5, Page 3 in the Recorder's Office of Tippecanoe County, Indiana, describe as follows:

Commencing at the Southwest corner of the Southwest Quarter of Section 5, Township 22 North, Range 3 West of the Second Principal Meridian, thence South 89°50'30" East on and along the South line of the said Quarter Section 130.00 feet; thence North 0°14'30" West 31.11 feet to the Point of Beginning of this described tract, said point being the Southwest corner of the said Lot Number 2; thence North 89°50'30" West on and along the West line of the said Lot 744.00 feet to the Northwest corner thereof; thence North 45°36'30" East on and along the North line of the said Lots 2 and 3, 156.00 feet to the Northwest corner of the said Lot number 3; thence South 89°50'30" East on and along the East line thereof 744.00 feet to the Southeast corner of the said Lot number 3; thence South 89°50'30" West on and along the North Right-of-Way line of Old State Road 38, 145.00 feet to the Point of Beginning, containing 1.00 acre, more or less, located in Tippecanoe County, Indiana.

PARCEL XV

Lot number 4 in Fred R. Widner Half Acre Subdivision as laid out and platted on part of the Southwest Quarter of Section 5, Township 22 North, Range 3 West and as recorded in Plat Book 5, Page 3, in the Office of the County Recorder, Tippecanoe County, Indiana.

PARCEL XVI

Lot number 5 of Fred R. Widner's Half Acre Subdivision as laid out and platted on Section 5, Township 22 North, Range 3 West.

PARCEL XVII

South half of Lot number 6 of Fred R. Widner Half Acre Subdivision as laid out and platted on Section 5, Township 22 North, Range 3 West, located in Sheffield Township, Tippecanoe County, Indiana.

Also a portion of the North Half of Lot number 4 in the Fred R. Widner Half Acre Subdivision, in Sheffield Township, Tippecanoe County, Indiana, and more specifically described as follows:

Commencing at the Southwest corner of said Subdivision, marked by an iron pin buried in the surface at the centerline of State Road 38, and thence North 0°10' East a distance of 162.0 feet to an iron pipe; thence due West a distance of 165.0 feet to an iron pipe; said point being the Point of Beginning. Thence North 0°10' East a distance of 59.0 feet to an iron pipe; thence North 89°50' West a distance of 88.7 feet to an iron pipe; thence North 0°10' West a distance of 130.0 feet to an iron pipe; thence due East a distance of 82.5 feet to the Point of Beginning. Said tract contains 0.77 acres.

PARCEL XVIII

South half of Lot number 7 and 8 of Fred R. Widner Half Acre Subdivision as laid out and platted on Section 5, Township 22 North, Range 3 West.

Also a portion of the North half of Lot number 7 in the Fred R. Widner Half Acre Subdivision, in Sheffield Township, Tippecanoe County, Indiana, and more specifically described as follows:

Commencing at the South corner of said Subdivision marked by an iron pin buried in the surface at the centerline of State Road 38, and thence North 0°10' East a distance of 162.0 feet to an iron pipe; thence due West a distance of 82.5 feet to an iron pipe; said point being the Point of Beginning. Thence North 0°10' East a distance of 88.0 feet to an iron pipe; thence North 89°50' West a distance of 88.7 feet to an iron pipe; thence North 0°10' West a distance of 130.0 feet to an iron pipe; thence due East a distance of 82.5 feet to the Point of Beginning. Said tract containing 0.16 acre.

Also a portion of the North half of Lot number 8 in the Fred R. Widner Half Acre Subdivision, in Sheffield Township, Tippecanoe County, Indiana, and more specifically described as follows:

Commencing at the Southeast corner of said Subdivision marked by an iron pin buried in the surface at the centerline of State Road 38, and thence North 0°10' East a distance of 162.0 feet to an iron pipe; said point being the Point of Beginning. Thence North 89°50' West a distance of 88.7 feet to an iron pipe; thence South 0°10' West a distance of 88.0 feet to an iron pipe; thence due East a distance of 82.5 feet to the Point of Beginning. Said tract contains 0.05 acre, located in Sheffield Township, Tippecanoe County, Indiana.

PARCEL XIX

A part of the Southeast Quarter of the Southwest Quarter of Section 1, Township 22 North, Range 4 West, in the Township, Tippecanoe County, Indiana, more completely described as follows, to-wit:

Beginning at a point, said point being 289.2 feet South along the West line of the Southwest Quarter of the Southwest Quarter of said Section 1 from an iron pipe at the Northwest corner of said Southwest Quarter of the Southwest Quarter, thence North 53°28' East a distance of 230.0 feet to a steel spike on the centerline of State Road No. 28; thence North 53°28' East along said centerline of State Road No. 28 a distance of 37.0 feet to an iron pipe; thence North 53°28' East along the South line of the Southwest Quarter of the Southwest Quarter, thence North 0°55' East along said West line a distance of 250.0 feet to an iron pipe and the Point of Beginning, containing 0.87 acres, more or less.

PARCEL XX

That portion of a 370-foot wide strip of even width off of the East side of the Southwest Quarter of the Southwest Quarter of Section 1, Township 22 North, Range 4 West that lies South of the center of the Elliptical ditch.

PARCEL XXI

(Intentionally omitted)

PARCEL XXII

(Intentionally omitted)

PARCEL XXIII

A part of the West half of the Southwest Quarter of Section 5, Township 22 North, Range 3 West, Sheffield Township, Tippecanoe County, Indiana, described as follows:

Beginning at a point on the Western line of the West Half of the Southwest Quarter of said Section 5, said point being located 394.00 feet North from the Southwest corner of the West Half of the Southwest Quarter of said Section 5; thence North 0°45' East along the Western line of the West Half of the Southwest Quarter of said Section 5, 1,348.15 feet to the Northwest corner of the West Half of the Southwest Quarter of said Section 5; thence South 89°50'30" East along the Northern line of the West Half of the Southwest Quarter of said Section 5, 1,073.41 feet to the Western right-of-way line of Interstate 69; thence Southwesterly, continuing along said right-of-way line on a curve to the right having a radius of 5,390.58 feet an arc distance of 83.10 feet; thence South 11°52'30" East continuing along said right-of-way line 332.21 feet; thence South 89°50'30" East, continuing along said right-of-way line, 200.25 feet; thence South 89°50'30" East, continuing along said right-of-way line, 800.33 feet; thence South 3°13'53" West, continuing along said right-of-way line, 149.02 feet; thence Southwesterly continuing along said right-of-way line on a curve to the right having a radius of 836.20 feet, an arc distance of 240.45 feet; thence South 33°12'16" West, continuing along said right-of-way line, 224.86 feet; thence Southwesterly continuing along said right-of-way line on a curve to the left having a radius of 324.35 feet, an arc distance of 256.26 feet; thence South 11°52'30" East, continuing along said right-of-way line, 35.45 feet to the Southern line of the West Half of the Southwest Quarter of said Section 5; thence North 89°50'30" West along the Southern line of the West Half of the Southwest Quarter of said Section 5, 228.86 feet to the Southeast corner of said Subdivision as recorded in Plat Book 6, page 3, Office of the Recorder Tippecanoe County, Indiana; thence North 0°45' East along the Eastern line of said Widner Subdivision, 190.00 feet; thence North 87°48'00" West, 285.46 feet to the Northeast corner of Lot Number 3 in said Widner Subdivision; thence North 89°50'30" West along the Northern line of said Widner Subdivision, 412.50 feet to the Northwest corner of Lot number 3 in said Widner Subdivision; thence South 0°45'00" West along the Western line of said Widner Subdivision, 1.00 feet; thence North 89°50'30" West, 281.50 feet to the Point of Beginning, containing 65.20 acres, more or less.

PARCEL XXIV

A part of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 North, Range 3 West, described as follows:

Beginning at a point on the West Section line of said Section 4 that is 1,056 feet South of the Northwest corner of said Section 4, thence North 89°50'30" East 156.00 feet; thence South parallel to said West Section line a distance of 150 feet; thence West 89°50'30" West, a distance of 290.6 feet to the West Section line; thence North on said Section line a distance of 150 feet to the Point of Beginning, containing 1 acre, more or less.

PARCEL XXV

A part of the West half of the Northwest Quarter of Section 4, Township 22 North, Range 3 West, describe as follows:

Beginning at a point on the West Section line of said Section 4 that is 150.0 feet South of the Northwest corner of said Section, thence South 89°50'30" East 290.6 feet; thence North 150 feet; thence South 89°50'30" East 391.4 feet; thence North 89°50'30" East 290 feet; thence North 89°50'30" West 102.75 feet; thence North 89°50'30" East 2.9 acres, more or less.

I further certify that, based on a survey performed under my direction, in December 1968 and January 1969, there are no other overlappings or encroachments on the above parcels through 16 and 24111 through 244 (Parcels XII and XIII are not a part of this survey). I further certify that Parcels I through 16 and 24111 through 244 may be described as one parcel as follows:

PARCEL XXVI

Said being a part of Section 1, Township 22 North, Range 4 West, and a part of Sections 2 and 4, Township 22 North, Range 4 West, of the Second Principal Meridian in Tippecanoe County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Section 6, being marked by a partition corner flush with the parcel; thence North 89°22'15" East along the North line thereof 5412.00 feet to the Northeast corner thereof, being marked by a brass pin in the middle of the bridge deck over Interstate 65; thence South 00°29'18" West along the East line thereof 25.00 feet to the South right-of-way line of County Road 200 South; thence South 89°22'15" West along said right-of-way line 899.53 feet; thence South 89°24'18" East 376.75 feet; thence South 00°29'18" East 30.00 feet; thence South 89°50'10" East 581.11 feet; thence South 31°14'58" East 231.26 feet to the East line of Section 4; thence North 00°29'18" East along said East line 136.17 feet to the Western right-of-way line of said Section 4; thence North 89°24'18" East 172.00 feet to the point of curvature of a curve concave Westwesterly, having a radius of 558.18 feet and a central angle of 108°45'00"; (1) Southwesterly along said curve an arc distance of 1083.83 feet (said arc being subtended by a chord having a bearing of South 21°47'58" East and a length of 1034.87 feet); (2) South 12°18'59" East tangent to said curve 332.21 feet; (3) South 08°19'15" East 200.25 feet; (4) South 28°15'28" East 100.00 feet; (5) South 05°55'58" West 149.02 feet to a non-tangent curve concave Westwesterly, having a radius of 636.20 feet and a central angle of 28°05'29"; (7) Southwesterly along said curve an arc distance of 250.18 feet (said arc being subtended by a chord having a bearing of South 39°49'20" West and a length of 287.91 feet); (8) South 22°54'28" West tangent to said curve 224.86 feet to the Point of Curvature of a curve concave Westwesterly, having a radius of 324.35 feet and a central angle of 45°06'28"; (9) Southwesterly along said curve an arc distance of 255.26 feet (said arc being subtended by a chord having a bearing of South 30°17'45" West and a length of 246.12 feet); (10) South 12°18'59" East tangent to said curve 395.84 feet; (11) South 29°07'17" West 51.54 feet to the South line of Section 5; thence North 89°24'18" West along said South line 227.48 feet to the Southwest corner of Fred R. Widner's Half-Acre Subdivision, as recorded in Plat Book 6, page 3, in the Office of the Recorder of said County; thence North 00°27'42" East 10.00 feet to the Southeast corner of Lot 6 in said Subdivision; thence North 00°24'18" West along the South line of Lots 1 through 6 in said Subdivision 883.00 feet to the Southeast corner of Lot 1 in said Subdivision; thence South 00°27'42" West 5.00 feet; thence North 89°24'18" West parallel with the South line of Section 5, a distance of 247.50 feet to the West line of Section 5; thence South 00°27'42" West 25.00 feet to the Southeast corner of Section 6, being marked by a brass pin in concrete flush with the pavement; thence North 89°20'24" West along the South line of Section 6 a distance of 500.00 feet to the Southwest corner of Section 6, being also assumed as the Southeast corner of Section 1 aforesaid; thence South 89°47'47" West along the South line of Section 1 a distance of 392.01 feet; thence North 34°05'28" West 1149.22 feet to a brass pipe assumed as being on the West line of the West Half of the Southwest Quarter of Section 1; thence North 00°32'42" West along said West line 1968.00 feet to a fence post accepted as the Northwest corner of said Southwest Quarter Section; thence North 00°40'40" West along the West line of the East half of the Southwest Quarter of Section 1, a distance of 2295.73 feet to the Northwest corner thereof; thence North 00°52'53" East along the North line thereof 1328.13 feet to the Point of Beginning, containing 871.424 acres, more or less; subject to highways, rights-of-way and easements.

EXCEPT THEREFOR that portion in the Southwest Quarter of the Southwest Quarter of Section 4 taken for right-of-way purposes, described as follows:

Commencing at the Southwest corner of Section 5; thence North 89°20'24" West along the South line thereof 191.50 feet; thence North 00°59'10" East 1.00 feet to the Point of Beginning of the herein-described taking; thence North 89°20'24" West parallel with said South line 310.00 feet; thence North 00°39'36" East perpendicular to said South line 74.20 feet; thence North 89°20'24" East parallel with said South line 190.00 feet; thence North 00°32'00" East 401.83 feet; thence North 89°20'24" East 302.50 feet to the Point of Beginning, containing 0.405 acres; subject to highways, rights-of-way and easements.

ALSO EXCEPT THEREFOR that portion in the Southwest Quarter of Section 6 taken for right-of-way purposes, described as follows:

Commencing at the Southwest corner of Section 6; thence North 00°45'20" West along the West line thereof 30.00 feet; thence North 89°19'40" East 18.00 feet to the Point of Beginning of the herein-described taking; thence North 00°45'20" West parallel with said West line 33.20 feet to the beginning of a non-tangent curve concave Westwesterly, having a radius of 1934.06 feet and a central angle of 86°05'00"; thence Southwesterly along said curve an arc distance of 229.34 feet (said arc being subtended by a chord having a bearing of South 06°54'10" East and a length of 722.21 feet); thence North 89°19'40" East 308.53 feet; thence North 00°32'14" East 51.54 feet; thence South 89°10'40" West 518.11 feet to the Point of Beginning, containing 0.274 acres; subject to highways, rights-of-way and easements.

ALSO EXCEPT THEREFOR that portion in the Southwest Quarter of the Southwest Quarter of Section 1 taken for right-of-way purposes, described as follows:

Commencing at the Southeast corner of Section 1; thence North 00°45'20" West along the East line thereof 30.00 feet; thence North 89°19'40" West 21.32 feet to the Point of Beginning of the herein-described taking; thence North 00°45'20" West parallel with said West line 160.40 feet; thence North 00°32'00" West 111.80 feet; thence North 28°58'20" West 31.50 feet; thence North 63°52'20" East 80.20 feet; thence North 53°57'20" West 816.20 feet; thence South 89°10'40" East 96.47 feet to a non-tangent curve concave Westwesterly, having a radius of 1934.06 feet and a central angle of 26°24'00"; thence Southwesterly along said curve an arc distance of 458.58 feet (said arc being subtended by a chord having a bearing of South 69°04'21" East and a length of 845.47 feet); thence North 00°45'20" East 70.20 feet to the Point of Beginning, containing 1.001 acres; subject to highways, rights-of-way and easements.

I further certify that the above described real estate does not lie within Zone A Flood Hazard Boundary as shown on the Flood Insurance Rate Map Community - East, Number 15042B-0050B, prepared by the Federal Emergency Management Agency.

I further certify that there are no encroachments of buildings across parcel lines depicted on this survey.

Others were established and improvements were located as shown hereon.

Certified this 16th day of January, 1987
MID STATES ENGINEERS, INC.

Registered Land Surveyor No. 10644-Indiana
10644-Indiana

MID STATES ENGINEERING, INC.
941 North Main Street
Indianapolis, IN 46204
13171434 4235

TITLE LAND TITLE SURVEY
PT. SECTIONS 6 & 8, T22N, R3 W, S4
SECTION 1, T22N, R3 W
Tippecanoe County, Indiana

DESIGN BY	DRAWN BY	CHECKED	APPROVED
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Exhibit B

Statement of Benefits (SB-1) and Supplement to Statement of Benefits



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51764 (R4 / 11-15)

Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

1. This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
2. The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
3. To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
4. Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
5. For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

SECTION 1 TAXPAYER INFORMATION								
Name of taxpayer Subaru of Indiana Automotive, Inc			Name of contact person Rachel Hazaray					
Address of taxpayer (number and street, city, state, and ZIP code) 5500 State Road 38 East, PO Box 5689, Lafayette, IN 47903					Telephone number (765) 449-6290			
SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT								
Name of designating body Lafayette City Council					Resolution number (s)			
Location of property 5500 State Road 38 East, Lafayette, IN 47903			County Tiptecanoe		DLGF taxing district number Sheffield Township			
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Automotive manufacturing facility service parts and transmission plant - machinery and equipment				ESTIMATED				
				START DATE		COMPLETION DATE		
				Manufacturing Equipment	07/01/2020	12/31/2023		
				R & D Equipment				
				Logist Dist Equipment				
IT Equipment								
SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT								
Current number 6185	Salaries 386,000,000	Number retained 6185	Salaries 386,000,000	Number additional 350	Salaries 11,500,000			
SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT								
NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential.	MANUFACTURING EQUIPMENT		R & D EQUIPMENT		LOGIST DIST EQUIPMENT		IT EQUIPMENT	
	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE	COST	ASSESSED VALUE
Current values								
Plus estimated values of proposed project	110,912,830	44,365,132						
Less values of any property being replaced								
Net estimated values upon completion of project								
SECTION 5 WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER								
Estimated solid waste converted (pounds) _____			Estimated hazardous waste converted (pounds) _____					
Other benefits: *Current number of full-time SIA employees as of January 1, 2020, includes variable workforce. **Assessed value tentatively scheduled at 30% real property and 40% personal property.								
SECTION 6 TAXPAYER CERTIFICATION								
I hereby certify that the representations in this statement are true.								
Signature of authorized representative 					Date signed (month, day, year) June 8, 2020			
Printed name of authorized representative R. Scott Brand			Title Executive Vice President					

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.1-2.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

A. The designated area has been limited to a period of time not to exceed 10 calendar years * (see below). The date this designation expires is 12/31/2029. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.

- B. The type of deduction that is allowed in the designated area is limited to:
- | | | | |
|--|---|--|---|
| 1. Installation of new manufacturing equipment; | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | Check box if an enhanced abatement was approved for one or more of these types. |
| 3. Installation of new logistical distribution equipment. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| 4. Installation of new information technology equipment; | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |

C. The amount of deduction applicable to new manufacturing equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____. (One or both lines may be filled out to establish a limit, if desired.)

G. Other limitations or conditions (specify) _____

H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:

- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---|---|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5 | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input checked="" type="checkbox"/> Year 10 | Number of years approved: _____ |
| | | | | | (Enter one to twenty (1-20) years; may not exceed twenty (20) years.) |

I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? Yes No
 If yes, attach a copy of the abatement schedule to this form.
 If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

Approved by: (signature and title of authorized member of designating body)	Telephone number ()	Date signed (month, day, year)
Printed name of authorized member of designating body	Name of designating body	
Attested by: (signature and title of attester)	Printed name of attester	

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

- (1) The total amount of the taxpayer's investment in real and personal property.
 - (2) The number of new full-time equivalent jobs created.
 - (3) The average wage of the new employees compared to the state minimum wage.
 - (4) The infrastructure requirements for the taxpayer's investment.
- (b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.
- (c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

SUPPLEMENT TO STATEMENT OF BENEFITS Real Estate & Personal Property

INSTRUCTIONS:

1. This completed SUPPLEMENT and the completed STATEMENT OF BENEFITS, along with all other requested materials, must be submitted to Greater Lafayette Commerce.
2. This SUPPLEMENT TO STATEMENT OF BENEFITS is part of the total application, and the CERTIFICATION in the STATEMENT OF BENEFITS applies to all statements in the APPLICATION.
3. To qualify, the project investment must be at least \$500,000.

SECTION 1	APPLICANT
------------------	------------------

Name of Taxpayer: Subaru of Indiana Automotive, Inc	
Address of Taxpayer (street and number, city, state & ZIP code): 5500 State Rd 38 E, PO Box 5689, Lafayette, IN 47903	Telephone: 765-449-6290 E-mail: rachel.hazaray@subaru-sia.com

Name of Applicant if different from Taxpayer:	
Address of Applicant if different from Taxpayer (street and number, city, state & ZIP code):	Telephone: E-mail:
Description of relationship of Applicant to Taxpayer:	

Contact for this Application: Rachel Hazaray	
Address of Contact if different from Taxpayer (street and number, city, state & ZIP code):	Telephone: E-mail:

Name of Parent Company (if any):

Does the company currently conduct business at this site? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If "No", how is the site currently used?

Annual Report & History of Company
Company Certified Public Accountant:
Company Commercial Bankers:
Company Counsel:

To be completed by GLC Staff			
Is this area currently designated as an Economic Revitalization Area?	Yes	No	<input checked="" type="checkbox"/>
Has it ever been so designated in the past?	Yes	No	<input checked="" type="checkbox"/>
Is this property in a Tax Increment Finance (TIF) district (requires RD Commission Approval)?	Yes	No	<input checked="" type="checkbox"/>

SECTION 5

PERSONAL PROPERTY

Type of Project:

Research & Development _____

Machinery & Equipment X _____

Logistics _____

Information Technology _____

Other _____

Please specify:

Estimated Investment _____

****ATTACH DEPRECIATION SCHEDULE****

APPLIES ONLY FOR THE CITY OF LAFAYETTE

Please note that all Personal Property tax abatements are subject to a Memorandum of Agreement that may require repayment of all or a portion of the tax savings realized in a designated ERA if it is terminated because the property is removed from the City of Lafayette by the applicant. Please contact the City of Lafayette Economic Department for details.

SECTION 6

EMPLOYMENT

How many do you employ today? _____

 6185

How many will you employ after the project is complete? _____

 6535

How many jobs will be created? _____

 350 Full-time

_____ Part-time

How many jobs are retained? _____

 6185 Full-time

_____ Part-time

How many jobs will be eliminated? _____

 0 Full-time

_____ Part-time

Will any of the new positions be temporary or filled by contract employees

Yes

 X _____

No

If "Yes", describe the contract:

Will new employees be hired from the Tippecanoe region? _____

Yes

 X _____

No

If any positions are to be eliminated, please explain the circumstances and if any of the employees from these positions will be eligible for the new positions.

How many additional employees are:

	Number	Hourly Average
Production	<u> 350 </u>	<u> 15.7 </u>
Administrative	_____	_____
Management	_____	_____
Professional/	_____	_____
Technical	_____	_____
Other	_____	_____
Total/	_____	_____
Average Wage	_____	_____

How many retained employees are:

	Number	Hourly Average
Production	_____	_____
Administrative	_____	_____
Management	_____	_____
Professional/	_____	_____
Technical	_____	_____
Other	_____	_____
Total/	_____	_____
Average Wage	_____	_____

What is the anticipated time frame for reaching full employment and the salary goals, per SB-1, from completion of improvement?

Year	1 yr	2 yrs	3 yrs	4 yrs	5 yrs	> 5
Employment	<u> 56 </u>	_____	<u> 20 </u>	<u> 274 </u>	_____	_____

Salary

--	--	--	--	--	--

****IF GREATER THAN FIVE YEARS PROVIDE DETIALED TIMETABLE****

Does the company provide benefits to full time employees? Yes No

If "Yes", explain and list:

Health Insurance	100	%paid	
Life insurance	100	% paid	
Disability		% paid	Short-term disability 60 %for up to 5 years and 80 %after 5 yrs.
Childcare		% paid	
Vacation	11	min. # of days	
Retirement	5 to 8	% paid	
Other		% paid	

To be completed by GLC Staff.

Is the average wage at or above the Tippecanoe County average? Yes No

SECTION 7 IMPACTS & STATUS

Please estimate the % of your products or services sold outside this 8-county economic region? 99 %

Does the applicant supply any local firms? Yes No

If yes, please list:

Will any additional public utilities, city services or other infrastructure be required by this project? Yes No

If "Yes", explain:

Will any environmental permits be needed? Yes No

If "Yes", explain:

Current Zoning _____

Will any changes, special exceptions be required? Yes No

Have they been approved? Yes No N/A

Has the applicant or any predecessor of the applicant defaulted in any material respect the performance of financial obligations by the applicant? Yes No

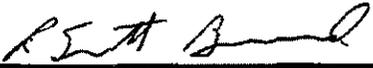
Is there any pending litigation materially affecting the applicant? Yes No

If "Yes", please describe giving procedural posture of the case(s):

Are there any restrictions contained in the applicant's Articles or Certificate of Incorporation, Charter, Bylaws, Code of Regulations or any agreements to which the applicant is a party that could affect the applicant's ability to engage in this project?	Yes	_____
	No	<u>X</u> _____
If "Yes", explain:		

SECTION 8 AFFIRMATION OF TAX PAYMENTS

I affirm that the applicant is current with all local, state, and federal tax obligations and understand that failure to have paid said taxes in a timely manner may render the applicant, during the course of this tax abatement, noncompliant and, therefore, ineligible for tax abatement.

	<u>06-5-2020</u>
Signature	Date
<u>R. Scott Brand</u>	<u>Executive Vice President</u>
Name Printed	Title
<u>contact: Rachel.Hazaray@subaru-sia.com</u>	<u>765-449-6290</u>
E-mail	Phone

PRINCIPLES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

These principles are used in determining the guidelines and considerations for each category of project, and will also be used in determining the length of an abatement within each category.

1. Firms receiving tax abatement are expected to give local construction firms and local suppliers of goods and services the opportunity to do business.
2. Existing industry will be considered for tax abatement on the same basis as firms being recruited to the community.
3. Preference will be given to firms that diversify and fill gaps in our local economy rather than those that compete for business in the local economy with existing firms.
4. Products that are sold outside our local community and bring value to the local economy will be given a high priority.
5. Abatement will be used to recruit and assist firms that create a technology based product or service or use advanced technology in manufacturing.
6. Location in the downtown, the urban enterprise zone, or declining area designated as an economic development area will be given a higher priority.
7. Projects that involve retail or are primarily office operations will be considered only in the locations described in #6 above unless the office operations are technology related.
8. The number of jobs created per dollar of investment will be an important consideration for the warehouse distribution and manufacturing areas.
9. The level of wages and benefits will be an important consideration for all applications.
10. Housing will be evaluated in terms of percentage of units available to lower income families, mix of income levels, distance from other projects serving a similar clientele, availability of services, potential displacement of existing housing, and compatibility of design.
11. Projects will not be considered that will require variances or special exceptions unless primary review indicates that no problems will be encountered.
12. Adverse environmental impacts will negatively affect the consideration of abatement.
13. Any need for additional public infrastructure or other additional public support in the project will be considered in determining the length of the abatement.
14. Major development projects will be individually evaluated.
15. The time period of depreciation of equipment will be considered in the length of abatement for equipment.
16. Economic Revitalization Areas (ERAs) designated by the Common Council for new manufacturing equipment will include a Memorandum of Understanding that will provide for the repayment to the City of all or a portion of the tax savings realized through the designation in event that the ERA is terminated because the new manufacturing equipment is removed from the City.

GUIDELINES

FOR CONSIDERATION OF PROPERTY TAX ABATEMENT IN LAFAYETTE, INDIANA

Projects will be considered for abatement only if the proposed investment is at least \$250,000 and development has not begun and/or equipment has not been ordered. In addition, if the applicant is not the owner, authorization of the application must be obtained from the owner.

The length of the abatement period for real estate and equipment will be considered by the guidelines in the categories below:

6-10 Years

Real Estate Improvements

Manufacturing

Technology Based

3-6 Years

Equipment and Machinery

Warehouse/Distribution

Office

Retail

1-3 Years

Housing

**Redevelopment Commission Guidelines
For
Economic Revitalization Area Designation
City of Lafayette, Indiana**

The Lafayette Redevelopment Commission has formulated guidelines for granting requests for designation of an Economic Revitalization Area. Each category has a threshold of acceptance and a benchmark for the number of years of tax abatements. The number of years of tax abatement may be increased or decreased by the Redevelopment Commission and/or the Common Council with the addition of positive or negative factors cited. Final authority rests with the Common Council.

Manufacturing/Commercial

Threshold:

1. Development/redevelopment not begun/Equipment not ordered
2. Commercial only eligible in Central TIF
3. More than \$250,000 investment
4. Variances/special exceptions have

Benchmark:

Six (6) years – real estate
Five (5) years – equipment

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than one (1) job created/retained per \$100,000 investment
3. Jobs are supported by product/service sales outside the Greater Lafayette area
4. Commitment to hire/train residents of the Greater Lafayette area, including for construction
5. Jobs include benefits
6. Jobs pay more than county average

Negative Factors (decrease years of abatement):

1. Location in TIF other than Central TIF
2. Jobs retained but no new jobs created
3. Prior tax abatement received

Retail

Threshold:

1. Project includes more than one (1) tenant
2. Variances/special exceptions have passed initial review
3. Development/redevelopment not begun
4. Investment more than \$250,000

Benchmark:

Three (3) years

Factors:

1. Redevelopment (rehab) rather than new development
2. Vacancies (measured in square footage, number of spaces and length of time)
3. Property taxes paid by tenant
4. Decline in assessed value
5. Impact on surrounding area

Multi-family Rental Housing

Threshold:

1. 20% of units dedicated to low and moderate income households
2. Investment of more than \$250,000 or increased assessment of at least \$50,000
3. Development or redevelopment not yet begun
4. Variances/special exceptions have passed initial review

Benchmark:

Six (6) years

Positive Factors (increase years of abatement):

1. Located in Central TIF or Urban Enterprise Zone
2. More than 40% of the units dedicated to low or moderate income households or more than 20% of units dedicated to low income households

Negative Factors (decrease years of abatement):

1. Located in TIF other than Central TIF
2. Low or moderate income households displaced
3. No units dedicated for low income households
1. Demolition or incompatible alteration of historic structures

SUMMARY OF IMPACT EVALUATIONS

COMMUNITY IMPACTS

Yes/No/N/A

- | | | |
|-----|-----|--|
| Yes | 1. | Is the project compatible with Tippecanoe County's current comprehensive plan? |
| Yes | 2. | Does the applicant own the property of the project? |
| No | 3. | Will any historic structures be demolished? |
| No | 4. | Will any historic structures be redeveloped? |
| No | 5. | Is a change in zoning necessary? From _____ to _____ |
| No | 6. | Are Variances or Special Exceptions needed? |
| No | 7. | Will any negative environmental impacts or pollution result from the project? |
| No | 8. | Are any environmental permits needed? |
| No | 9. | Will any households be displaced? |
| No | 10. | Will the project have a negative effect on the local housing market? |
| No | 11. | Will the project include rehabilitation or redevelopment of existing structures? |
| Yes | 12. | Will the project have other benefits on the community? |
| No | 13. | Will the project have other negative effects on the community? |
| No | 14. | Has any work begun or any equipment been ordered? |
| No | 15. | Is the project located in Downtown or the LUEZ? |
| Yes | 16. | Are products primarily sold outside community? |

EMPLOYMENT IMPACTS

- | | | |
|-----|-----|--|
| Yes | 17. | Will jobs be created or retained? <u>350 created 6,185 retained</u> |
| Yes | 18. | Will wages be equal or be above the county's average? <u>\$15.70/hr avg</u> |
| Yes | 19. | Will employees receive health insurance? <u>100% paid by company</u> |
| Yes | 20. | Will employees receive retirement benefits? <u>5 - 8% paid</u> |
| Yes | 21. | Will employees receive life insurance? <u>100% paid by company</u> |
| Yes | 22. | Will employees receive other benefits? List: <u>Short Term Disability – 60% up to 5-years, 80% after 5 years, Vacation – min. 11 days/yr</u> |
| N/A | 23. | What is the ratio of investment to jobs creation: <u>\$316.9k : 1</u> |
| Yes | 24. | Will construction labor from the local region (Tippecanoe and contiguous counties) be used? |
| Yes | 25. | Will new employees resulting from the project be hired from the local region (Tippecanoe and contiguous counties)? |
| Yes | 26. | Does the project include advanced technology or manufacturing processes? |

FISCAL IMPACTS

- | | | |
|-----|-----|--|
| No | 27. | Will the project be in competition with existing local business? |
| Yes | 28. | Will the project complement existing local businesses? |
| No | 29. | Will new infrastructures, not yet in place, be required for this project? |
| No | 30. | Will the project have other special tax treatments or financing such as grants, low interest loans, etc. |
| Yes | 31. | Has the applicant ever applied for or benefited from tax abatement in any other project in Lafayette or elsewhere? (Multiple Tax Abatements for both Real Estate and Personal Property in the past). |
| No | 32. | Has financing for this project been approved? |

EXHIBIT C

CITY OF LAFAYETTE, INDIANA

MEMORANDUM OF AGREEMENT

SUBARU OF INDIANA AUTOMOTIVE, INC.

This Memorandum of Agreement (“Agreement”) is dated this 3rd day of August, and serves as the confirmation of the commitment by Subaru of Indiana Automotive, Inc. (the “Applicant”), to comply with the project description and job creation and retention (and associated wage rates and salaries) figures contained in its designation application; Statement of Benefits; Supplement to Statement of Benefits; Resolution No. LRC-2020-09, a resolution of the Lafayette Redevelopment Commission (“Commission”); Declaratory Resolution No. 2020-14 and Confirmatory Resolution No. 2020-___, adopted by the Lafayette Common Council (“Council”); and this Agreement (“Commitments”).

Section 1. Grant of Abatement.

Subject to the adoption of the deduction approval Resolution by the Council, the City of Lafayette, Indiana (“City”) commits to providing a ten (10) - year personal property tax abatement based on the scale below for the Applicant’s capital expenditures of approximately one hundred and ten million, nine hundred and twelve thousand, eight hundred and thirty (\$110,912,830) dollars for new manufacturing equipment, approved as part of the Commitments. The Applicant shall assume responsibility for the redevelopment and the installation of the new manufacturing equipment and for compliance with the Statement of Benefits. The project will create three hundred and fifty (350) full-time, permanent positions, retain six thousand, one hundred and eighty-five (6,185) existing full-time, permanent positions, and create zero (0) full-time variable positions, aside from those created or retained through the construction phase of the project. The capital expenditures for the Project shall occur no later than the estimated completion date of 12/31/2023 for manufacturing equipment installation as contained in the Statement of Benefits Form (“Completion Date”).

Year	Percentage
1	100
2	90
3	80
4	70
5	60
6	50
7	40
8	30
9	20
10	10

Section 2. Annual Information.

During the term of the tax abatement and for a period of two (2) years thereafter, the City or its authorized agent may annually request information from the Applicant concerning the nature of the Project and the approved capital expenditures for the Project and the Applicant shall provide the City with adequate written evidence thereof within 45 days of such request (“Annual Survey”). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has complied with the commitments contained in the Commitments at all times after the Commitment Date and during the duration of the tax abatement. The applicant further agrees to provide the City with such additional information requested by the City related to the information provided in the Annual Survey and the CF-1 form within a reasonable time following any such request.

Section 3. Termination.

A. Right to Terminate. The City, by and through the Council, after recommendation by the Commission, reserves the right to terminate the personal property tax abatement deduction if it determines that the Applicant has not made reasonable

efforts to substantially comply with all of the Commitments and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its control.

B. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of the designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant and which materially and adversely affect the ability of the Applicant to substantially comply with the Agreement. New technological developments and process improvements may also be included as factors beyond of the control of the applicant.

C. Repayment Upon Termination: Pursuant to Resolution 2004-22 if the new manufacturing equipment is removed from the City of Lafayette before the expiration of the term of the abatement, and the City terminates the personal property tax abatement, the City may require the Applicant to repay all or a pro-rated portion of the personal property tax abatement savings received through the date of such termination.

D. Notice of Termination and Repayment. In the event that the City determines that the tax abatement deductions should be terminated or that all or a pro-rated portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have ninety (90) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or tax benefits repayment action is proper, the Applicant shall be provided with written notice and a hearing before the Council before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. If the Council adopts a Resolution terminating the tax

abatement and/or requiring repayment of tax benefits, the Applicant shall be entitled to appeal that determination to a Tippecanoe County Superior or Circuit Court.

E. Time of Repayment. In the event that the City requires repayment or partial payment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the amount due (“Statement”), and the Applicant shall make such repayment to the City within ninety (90) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

Section 4. Use of Local Suppliers and Contractors for Project and Local Persons to Fill Positions Created by Project.

The Applicant agrees to make a meaningful, good-faith effort to use local suppliers, and local contractors for the Project.

Local suppliers and local contractors are defined as contractors and suppliers that are primarily engaged, reside in or have their principal office in Tippecanoe County or employ a significant number of residents of the City of Lafayette.

Additionally, applicant agrees to make a meaningful, good-faith effort to hire qualified individuals who are residents of the City of Lafayette for the new positions that will be created by the Project.

Section 5. General Provisions.

A. This Agreement contains the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and Applicant. The Applicant understands that any and all filings required to be made or

actions required to be taken to initiate or maintain the tax abatement are solely the responsibility of the Applicant.

B. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

C. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana, without regard to conflict of law principles.

D. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the Tippecanoe County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action relating to this Agreement or any documents or instruments delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

E. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant: Subaru of Indiana Automotive, Inc
5500 State Road 38 East
PO Box 5689
Lafayette, IN 47903
Attn: Rachel Hazaray,

Copy to: Subaru of Indiana Automotive, Inc
5500 State Road 38 East
PO Box 5689
Lafayette, IN 47903
Attn: R. Scott Brand
Executive Vice President

If to City: City of Lafayette, Indiana
515 Columbia Street
Lafayette, Indiana 47901
Attn: Dennis H. Carson,
Director, Economic Development

F. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

G. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he or she has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of such party.

H. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

I. No official, director, officer, employee or agent of the City shall be charged personally by the Applicant, its employees or agents with any liabilities or expenses of defense or be held personally liable to the Applicant under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

J. The Parties hereto agree to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent permitted by law (including the Federal Freedom of Information Act, and any counterpart Indiana statutes), the contents of this Agreement and all attachments hereto, all documents executed in connection herewith and all information provided by or to the Parties in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Applicant

City

Subaru of Indiana Automotive, Inc

City of Lafayette, Indiana

By: _____
R. Scott Brand, Executive Vice President

By: _____
Nancy Nargi, Common Council

Attest: _____
Cindy Murray, City Clerk