

FIRST AMENDMENT TO MASTER AGREEMENT (CITY)

This FIRST AMENDMENT TO MASTER AGREEMENT (CITY) (this “Amendment”) is entered into by between The City of Greensboro (the “City”) and Toyota Battery Manufacturing, Inc. (the “Company”) as of June 1, 2023 and amends that certain Master Agreement formed and executed by the City, the Company, and certain other parties on June 17, 2022 (the “Master Agreement”) pursuant to Section 10.14 of the Master Agreement.

Recitals

A. As the Water Infrastructure Improvements and Sewer Infrastructure Improvements have progressed, the City and the Company have identified certain design specification changes to be made for the Project and desire to clearly stipulate the corresponding water flow and sewer discharge capacity.

B. As required by the Master Agreement, the City Council has approved revisions to the “City of Greensboro Policy Water & Sewer Services” and now seeks to graphically depict the Enhanced Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to Section 10.14 of the Master Agreement, the Parties hereto agree as follows:

Agreement

1. Recitals and Definitions. The recitals set forth above are true and correct and are incorporated herein by this reference. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Master Agreement.

2. Infrastructure Improvements. Exhibit F attached to the original Master Agreement is hereby deleted in its entirety and replaced with Exhibit F attached hereto and incorporated herein by this reference.

3. Enhanced Area. The Master Agreement is hereby amended to add a new Exhibit M, which is attached hereto and incorporated herein by this reference. Exhibit M depicts the Enhanced Area identified in the section 5.7(c)(i) of the Master Agreement, which the City Council designated for special treatment to ensure uses and Development Regulations promote orderly and compatible (with the Project) development within the Enhanced Area, a one-mile buffer extending from the perimeter of the boundary line of the Acquired Property. As set forth in the Master Agreement, uses within the Enhanced Area that are provided water/sewer service by the City are limited to intense industrial manufacturing whose principal activity is assembling, fabricating, or manufacturing of goods in connection with the operation of factories, processing plants, and similar sites. The City will provide timely notice to the Company, of existing or proposed development within the Enhanced Area requesting water/sewer service from the City.

4. Effect. All other terms and conditions as set forth in the Master Agreement shall remain in effect without modification and are hereby restated and affirmed. All future references to the Master Agreement as between the City and the Company shall include the Master Agreement and this Amendment.

[signatures follow]

IN WITNESS WHEREOF, the undersigned parties have hereunto affixed their hands to multiple counterpart originals which collectively shall constitute a single instrument effective as of the day and year first written above.

**TOYOTA BATTERY MANUFACTURING,
INC.**

By: _____

Name: _____

Title: _____

CITY OF GREENSBORO

By:

Mayor

[CITY SEAL]

Attest:

Title: Clerk to the City Council

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

“ . . . An obligation incurred in violation of this subsection is invalid and may not be enforced. The finance officer shall establish procedures to assure compliance with this subsection.” N.C. Gen. Stat. § 159-28(a).

Approved as to form:

Chief Deputy City Attorney

EXHIBIT F

WATER FLOW AND SEWER DISCHARGE CAPACITY AND SITE PLAN

Utility	Capacity
Wastewater & Sewer Discharge Capacity ¹	Municipal Provided w/ Multiple Users Capacity ~ 600,000 GPD
Water Flow Capacity ²	Capacity ~ 4,540,000 GPD
Water Pressure	≥ 65 psi at the water meter

1. No process water discharge can be accepted into the City's sewer system until an Industrial Pretreatment Permit is issued by the City of Greensboro.
2. Full water demand.

