



MICHIGAN ECONOMIC
DEVELOPMENT CORPORATION

January 5, 2022

Jarrett Skorup
Mackinac Center for Public Policy
140 W. Main St.
Midland, Michigan 48640
skorup@mackinac.org

Via E-Mail

Dear Jarrett Skorup:

This written notice is issued in response to your email request to the Michigan Economic Development Corporation (MEDC) for information under the Freedom of Information Act (FOIA), MCL 15.231 *et. seq.*, dated January 4, 2022 and received at this office on January 5, 2022.

Your request is granted in part and denied in part.

Documents responsive to your request are available as follows:

- **“...a copy of all non-disclosure agreements signed by a member of the Michigan House of Representatives, or the Michigan Senate, between September 1, 2021, and December 31, 2021....”**

As to the partial denial, portions of documents have been withheld under section 13(1)(f) of the FOIA, MCL 15.243(1)(f), which protects “trade secrets or commercial or financial information voluntarily provided to an agency for use in developing governmental policy.”

As to the partial denial of your request, pursuant to section 10 of the FOIA, you may do either of the following:

1. Appeal this decision, in writing, to Quentin Messer, Jr., CEO, Michigan Economic Development Corporation, 300 North Washington Square, Lansing, Michigan 48913. Your written appeal must specifically state, using the word *appeal*, that it is an appeal of this decision and must specify the reasons you believe the denial should be reversed. Mr. Messer or his designee must respond to your appeal within 10 business days of its receipt. Under unusual circumstances, the time for response to your appeal may be extended by 10 business days.
2. File an action in circuit court to compel disclosure of the records. The action must be filed within 180 days after the date of the final determination to deny the request. If you prevail in such an action, the court is to award reasonable attorney fees, costs, and disbursements. Further, if the court finds the denial to be arbitrary and capricious, you may receive punitive damages in the amount of \$1,000.

As to the partial granting of your request, copies of the nonexempt documents are attached.

Sincerely,

Karen Wieber



Karen Wieber
MEDC FOIA Coordinator

Attachments

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is dated 10/21/21 (the "Effective Date") and is entered into by Joseph Tate (Name) in his/her capacity as State Representative (Title) ("Legislator") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "MEDC"). The Legislator and the MEDC are each a "Party" and are, collectively, the "Parties."

RECITALS:

- (B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "**Development Project**").
- (C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("**Development Project Information**").
- (D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.
2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.
3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



 ID7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Joseph Tate

Title: State Representative

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/2/2021

1. All information regarding a potential Development Project referred to as “ [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
2. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
3. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
4. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is dated 10/21/21 (the "Effective Date") and is entered into by Curtis Hertel in his/her capacity as State Senator ("Legislator") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "MEDC"). The Legislator and the MEDC are each a "Party" and are, collectively, the "Parties."

RECITALS:

- (B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "Development Project").
- (C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("Development Project Information").
- (D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.
2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.
3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

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(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

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MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



 D7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Curtis Hertel Jr.

Title: State Senator

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/5/2021

1. All information regarding a potential Development Project referred to as “██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
2. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
3. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
4. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is dated 10.21.21 (the "**Effective Date**") and is entered into by Ken Horn in his/her capacity as Senator ("**Legislator**") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "**MEDC**"). The Legislator and the MEDC are each a "**Party**" and are, collectively, the "**Parties**."

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "**Development Project**").

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("**Development Project Information**").

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

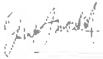
(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.


MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEO D7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Krein Hor

Title: Senator

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 10/26/2021

1. All information regarding a potential Development Project referred to as “**[REDACTED]**,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about **[REDACTED]**.
2. All information regarding a potential Development Project referred to as “**[REDACTED]**,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about **[REDACTED]**.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is dated 10/24/21 (the "Effective Date") and is entered into by Donna Lasinski in his/her capacity as Rep 52nd District ("Legislator") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "MEDC"). The Legislator and the MEDC are each a "Party" and are, collectively, the "Parties."

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "Development Project").

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("Development Project Information").

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

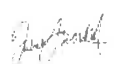
(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:


CEO D7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Donna Lasinski

Title: 52nd District Rep

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/2/2021

1. All information regarding a potential Development Project referred to as “██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
2. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
3. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
4. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "Agreement") is dated 10/26/21 (the "Effective Date") and is entered into by Jim Ananich (Name) in his/her capacity as Senator (Title) ("Legislator") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "MEDC"). The Legislator and the MEDC are each a "Party" and are, collectively, the "Parties."

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "Development Project").

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("Development Project Information").

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

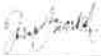
(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CE0D7BDD6495E094EA...

LEGISLATOR

Signature: _____

Name: _____

Title: _____

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/2/2021

1. All information regarding a potential Development Project referred to as "[REDACTED]," including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
2. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
3. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
4. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 10-28-21 (the “**Effective Date**”) and is entered into by Mike Shirley in his/her capacity as Senate Majority Leader (“**Legislator**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Legislator and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

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[Signatures on the following page]

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MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:

CEO D7BDD6495E094EA...

LEGISLATOR

Signature: 
Mike Shirkey (Date: 26, 2021 12:21 EDT)

Name: Mike Shirkey

Title: Senate Majority Leader

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/16/2021

1. All information regarding a potential Development Project referred to as “██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
2. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
3. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
4. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is dated 10/28/2021 (the "**Effective Date**") and is entered into by Thomas Albert in his/her capacity as State Representative ("**Legislator**") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "**MEDC**"). The Legislator and the MEDC are each a "**Party**" and are, collectively, the "**Parties**."

RECITALS:

- (B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a "**Development Project**").
- (C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("**Development Project Information**").
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2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.
3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

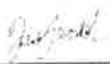
(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CFO D7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Thomas Albert

Title: State Representative

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/3/2021

1. All information regarding a potential Development Project referred to as “██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
2. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
3. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.
4. All information regarding a potential Development Project referred to as “██████████ ██████████,” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about ██████████.

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 10/28/21 (the “**Effective Date**”) and is entered into by Jason Wentworth in his/her capacity as Speaker of House (“**Legislator**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Legislator and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

- (a) This Agreement shall be effective until the five-year anniversary of the Effective Date.
- (b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.
- (c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
- (d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

{Signatures on the following page}

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEO D7BDD6495E094EA...

LEGISLATOR

Signature: _____

Name: Jason Wentworth

Title: Speaker of the House

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/2/2021

1. All information regarding a potential Development Project referred to as "[REDACTED]," including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
2. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
3. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
4. All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated October 28, 2021 (the “**Effective Date**”) and is entered into by Jim Stamas in his/her capacity as Michigan State Senator, 36th District (“**Legislator**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Legislator and the MEDC are each a “Party” and are, collectively, the “Parties.”

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

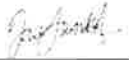
(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEO D7BDD6495E094EA...

LEGISLATOR

Signature:



Name: Jim Stamas

Title: Michigan State Senator, 36th District

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

Updated 11/3/2021

1. All information regarding a potential Development Project referred to as “ [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
2. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
3. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].
4. All information regarding a potential Development Project referred to as “ [REDACTED] [REDACTED],” including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 11/01/2021 (the “**Effective Date**”) and is entered into by Matt Hall in his/her capacity as State Representative (“**Legislator**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Legislator and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

(B) The MEDC is working with the Legislator regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).

(C) While working on the Development Project, the MEDC may provide the Legislator with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislator shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislator shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislator by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislator has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislator.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislator); (ii) is received by the Legislator on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:


CEO D7BDD6495E094EA...

LEGISLATOR

Signature: 

Name: Matt Hall

Title: State Representative

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

1) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

2) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 11/08/2021 (the “**Effective Date**”) and is entered into by Benjamin Frederick in his/her capacity as State Representative & Majority Floor Leader (the “**Legislative Staff or Member**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Legislative Staff or Member and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

- (B) The MEDC is working with the Legislative Staff or Member regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).
- (C) While working on the Development Project, the MEDC may provide the Legislative Staff or Member with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).
- (D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Legislative Staff or Member shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Legislative Staff or Member shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Legislative Staff or Member by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Legislative Staff or Member has received Development Project Information) with any certain company.
2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Legislative Staff or Member.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Legislative Staff or Member); (ii) is received by the Legislative Staff or Member on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEO D7BDD6495E094EA...

LEGISLATIVE STAFF OR MEMBER



Signature: _____

Name: Benjamin Frederick

Title: State Representative

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

1) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

2) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

3) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

4) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this "**Agreement**") is dated 11/9/21 (the "**Effective Date**") and is entered into by John Bizon in his/her capacity as SENATOR ("**Recipient**") and the Michigan Economic Development Corporation, a Michigan public body corporate (the "**MEDC**"). The Recipient and the MEDC are each a "Party" and are, collectively, the "Parties."

RECITALS:

(B) The MEDC is working with the Recipient regarding certain economic development opportunities in the State of Michigan (each a "**Development Project**").

(C) While working on the Development Project, the MEDC may provide the Recipient with certain sensitive information pursuant to a Development Project that is described in Exhibit A ("**Development Project Information**").

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Recipient shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Recipient shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Recipient by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Recipient has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Recipient.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Recipient); (ii) is received by the Recipient on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.

(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:



CEOD7BDD6495E094EA...

RECIPIENT

Signature: John Bizon

Name: John Bizon

Title: State Senator

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

1) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (this “**Agreement**”) is dated 10.15.2021 (the “**Effective Date**”) and is entered into by Jessie H. Anderson in his/her capacity as MI House Representative - Dist. 62 (“**Recipient**”) and the Michigan Economic Development Corporation, a Michigan public body corporate (the “**MEDC**”). The Recipient and the MEDC are each a “**Party**” and are, collectively, the “**Parties**.”

RECITALS:

(B) The MEDC is working with the Recipient regarding certain economic development opportunities in the State of Michigan (each a “**Development Project**”).

(C) While working on the Development Project, the MEDC may provide the Recipient with certain sensitive information pursuant to a Development Project that is described in Exhibit A (“**Development Project Information**”).

(D) The Parties desire to establish terms governing the disclosures of the Development Project Information.

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The Recipient shall hold any Development Project Information in confidence and shall not share any Development Project Information with any third parties. Subject to Section 4, the Recipient shall further hold in confidence: (i) the fact that Development Project Information for any applicable Development Project has been made available to the Recipient by the MEDC, and (ii) the fact that the MEDC is discussing a Development Project (pursuant to which the Recipient has received Development Project Information) with any certain company.

2. The Parties agree that the MEDC will from time to time update Exhibit A with additional or amended Development Project Information, and provide notice of the same to the Recipient.

3. The Parties agree that each Party is entering into this Agreement on their own volition and that no representations, warranties, rights or obligations are given or otherwise created by this Agreement, as a condition of receiving a government contract, license or other benefit.

4. The obligations with respect to the Development Project Information under this Agreement shall not apply to any Development Project Information which: (i) is in the public domain (provided that such information has not or does not come into the public domain as the result of a disclosure by the Recipient); (ii) is received by the Recipient on a non-confidential basis from a source other than the MEDC; (iii) is required to be disclosed by court order or by operation of law; or (iv) for which permission to disclose has been granted by the MEDC.

5. Miscellaneous

(a) This Agreement shall be effective until the five-year anniversary of the Effective Date.

(b) This Agreement shall be governed and interpreted under the laws of the State of Michigan, without regard to its choice of law provisions, and all legal actions shall be resolved in the courts of Ingham County, Michigan.

(c) This Agreement constitutes the entire understanding between the Parties hereto as to the Development Project Information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.


(d) This Agreement may be signed in one or more counterparts and delivered by facsimile or in PDF form, and in any such circumstances, shall be considered one document and an original for all purposes.

[Signatures on the following page]

IN WITNESS WHEREOF, the Parties have executed and delivered this Confidentiality Agreement effective as of the date first written above.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION:

DocuSigned by:


CEO D7BDD6495E094EA...

RECIPIENT

Signature: James T. Haadsma

Name: James T. Haadsma

Title: MI House Representative - District 6Z

EXHIBIT A

DEVELOPMENT PROJECT INFORMATION

1) All information regarding a potential Development Project referred to as "[REDACTED]" including, without limitation, potential job creation, investment, site location, site selection criteria, company identity, operations plans, company decision timeline, potential incentive offers, and any other details about [REDACTED].