



October 18, 2006

DATE (Month, Day, Year)

STATE OF TENNESSEE

Hamilton County

Hamilton County Board of Commissioners

RESOLUTION

No. 1006-36

A RESOLUTION TO MAKE CERTAIN FINDINGS RELATING TO THE WM. WRIGLEY JR. COMPANY PROJECT, TO DELEGATE CERTAIN AUTHORITY TO THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE, AND TO AUTHORIZE THE COUNTY MAYOR TO ENTER INTO AND EXECUTE AN AGREEMENT FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, pursuant to Tennessee Code Annotated, Section 7-53-305(b) Hamilton County (the "County") is permitted to delegate to The Industrial Development Board of the County of Hamilton, Tennessee (the "Corporation") the authority to negotiate and accept payments in lieu of ad valorem taxes from lessees of the Corporation upon a finding by the County that such payments are deemed to be in furtherance of the Corporation's public purposes; and,

WHEREAS, The Wm. Wrigley Jr. Company or an affiliate entity thereto (the "Company") is contemplating the expansion and equipping of improvements to its manufacturing facility in the County, and, because of the substantial economic benefits to the County and the City of Chattanooga resulting from the project, has asked the Corporation and the County Commission to approve payments in lieu of ad valorem taxes; and

WHEREAS, the Commission has determined that payments in lieu of ad valorem taxes from such a project would be in furtherance of the Corporation's public purposes as set forth within Chapter 53 of Title 7 of the Tennessee Code Annotated;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMISSION:

That we do hereby find that The Wm. Wrigley Jr. Company project referenced above is in the best interest of the County, and that payments in lieu of ad valorem taxes derived therefrom would be in furtherance of the Corporation's public purposes; and,

That, having made such a finding in this instance, we do hereby delegate to the Corporation the authority to negotiate and accept payments in lieu of ad valorem taxes from the Company, it being further noted that this delegation is for this purpose and this project only; and,

That the County Mayor is hereby authorized to enter into an Agreement for Payments In Lieu Of Ad Valorem Taxes in the form attached hereto, with such changes thereto as he shall approve; and,

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

Content_3265322_1.DOC

MB: 314
PAGE: 386

Approved: [Signature]
 Rejected: _____
 County Clerk

Approved: [Signature]
 County Executive

Vetoed: _____
 Date October 18, 2006





**HAMILTON COUNTY GOVERNMENT
OFFICE OF THE COUNTY ATTORNEY**

Room 204 County Courthouse
Chattanooga, Tennessee 37402-1956
Telephone (423) 209-6150
Fax (423) 209-6151

Rheubin McGhee Taylor
County Attorney

David Norton
Assistant County Attorney

Mary Neill Southerland
Assistant County Attorney

MEMORANDUM

TO: Debbie Rollins, County Clerk's Office
FROM: Deborah Jefferson, County Attorney's Office
DATE: February 15, 2007
RE: Economic Development Agreement for Wrigley Manufacturing Company, LLC
(Pilot Agreement)

For your records, please find the final executed copy of the Agreement between The Industrial Development Board of the County of Hamilton, Tennessee; Wrigley Manufacturing Company, LLC; the City of Chattanooga; and Hamilton County, for Payments of Lieu Of Ad Valorem Taxes.

Enclosure

W. F. (Bill) Knowles, County Clerk
FILED on 2-15-07
Misc. Record Book File # 1645
By [Signature], Dep. Clk.

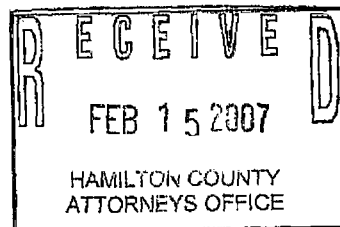
MILLER
& MARTIN
PLLC
ATTORNEYS AT LAW

COPY

SUITE 1000 VOLUNTEER BUILDING
832 GEORGIA AVENUE
CHATTANOOGA, TENNESSEE 37402-2289
(423) 756-6600
FAX (423) 785-8480

ALFRED E. SMITH, JR.
Direct Dial (423) 785-8223
Direct Fax (423) 321-1564
asmilh@millermartin.com

February 13, 2007



Office of the Comptroller
Division of Property Assessments
Suite 1400 (EDA Compliance)
505 Deaderick Street
Nashville TN 37243-0277
Attention: Barry Monson

Re: *Economic Development Agreement for Wrigley Manufacturing Company, LLC*

Dear Mr. Monson:

Enclosed in accordance with the requirements of T.C.A. §4-17-301 *et seq* is a copy of an Agreement For Payments In Lieu Of Ad Valorem Taxes with respect to Wrigley Manufacturing Company, LLC.

Sincerely yours,

Alfred Smith
Alfred E. Smith, Jr.

AES/gp
Enclosure

cc: Mr. Scott Saef (w/enclosure-original for Wrigley)
Mr. Ross I. Schram III (w/enclosure - original for IDB)
Mr. Randall L. Nelson (w/enclosure - original for City)
Mr. Rheubin M. Taylor (w/enclosure - original for County)
Honorable Claude T. Ramsey, County Mayor (w/enclosure - copy)
Honorable Ron Littlefield, Mayor (w/enclosure - copy)
Ms. Susan Bedwell (w/enclosure - copy)
Honorable William C. Bennett (w/enclosure - copy)
Mr. James Gattis (w/enclosure - copy)
Mr. Louis Wright (w/enclosure - copy)
Ms. Daisy Madison (w/enclosure-copy)
Mr. Steve Hiatt (w/enclosure - copy)

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

THIS AGREEMENT is made and entered into as of this 1st day of November, 2006, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE COUNTY OF HAMILTON, TENNESSEE** (the "Board"); **WRIGLEY MANUFACTURING COMPANY, LLC**, a Delaware limited liability company ("Wrigley"); the **CITY OF CHATTANOOGA** (the "City"); and **HAMILTON COUNTY** (the "County") and is joined in, for, among other reasons, the purposes of evidencing their acceptance of the agency relationship established herein, by **CARL E. LEVI** and his successors, acting in the capacity of **HAMILTON COUNTY TRUSTEE** ("Trustee"), and by **WILLIAM C. BENNETT** and his successors, acting in the capacity of **HAMILTON COUNTY ASSESSOR OF PROPERTY** ("Assessor").

WITNESSETH:

WHEREAS, Wrigley is contemplating the expansion and equipping of improvements to its manufacturing plant on property located in Chattanooga, Hamilton County, Tennessee (the "Project"), resulting in (a) an investment of approximately \$18 million in personal property and \$5 million in real property and (b) an increase of employment of approximately 150 new, full time jobs having an average annual total compensation as stated on each employee's federal W-2 statement (including 401k but excluding benefits) of at least \$49,000.00, over a three-year period from June 26, 2005 (the "Investment and Jobs Projection"), and has requested the Board's assistance in the financing of the Project; and

WHEREAS, substantial economic benefits to the Chattanooga and County economies will be derived from the Project; and

WHEREAS, the Board has agreed to take title to certain real and personal property, as described in Exhibit "A" attached hereto (the "Property"), which Property is to be owned by the Board and leased to Wrigley; and

WHEREAS, because the Property is to be owned by the Board, which is a public corporation organized under the provisions of Tennessee Code Annotated, §7-53-101, et seq., all such property will be exempt from ad valorem property taxes ("property taxes") normally paid to the City of Chattanooga, the County and any other taxing bodies, so long as the Property is owned by the Board, pursuant to the provisions of Tennessee Code Annotated, §7-53-305; and

WHEREAS, for the public benefit of the citizens of the City and the County, the Board has requested that Wrigley make certain payments to the Board in lieu of the payment of property taxes that would otherwise be payable on the Property; and

WHEREAS, Wrigley has agreed to make such payments to the Board in lieu of the property taxes otherwise payable on the Property (the "In Lieu Payments"), as more particularly set forth hereinafter; and

WHEREAS, the Board has been authorized to receive the In Lieu Payments in lieu of property taxes by resolutions adopted by the City and the County, acting through their duly elected Council and Commission, respectively, which resolutions delegate to the Board the authority to accept the In Lieu Payments upon compliance with certain terms and conditions, including, without limitation, the requirement that the Board collect and expend such payments in furtherance of the public purposes for which the Board was created; and

WHEREAS, Wrigley and the Board have agreed that all In Lieu Payments made to the Board by Wrigley shall be paid to the Trustee, who shall disburse such amounts to the general funds of the City and the County in accordance with the requirements specified herein; and

WHEREAS, the Board wishes to designate the Assessor its agent to appraise the Property and assess a percentage of its value, under certain circumstances, in the manner specified herein; and

WHEREAS, the Board wishes to designate the Trustee its agent to receive the In Lieu Payments in accordance with the terms of this Agreement;

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

1. Designation of Assessor; Appraisal and Assessment of Property. The Board hereby designates the Assessor as its agent to appraise and assess the Property. The Assessor shall appraise and assess the Property in accordance with the Constitution and laws of the State of Tennessee as though the Property were subject to property taxes, but shall not, in accordance with Section 10 of this Agreement, create a leasehold assessment for the Property so long as the Board owns the Property. The Assessor shall give the Trustee, the City Treasurer, the Board, and Wrigley notice of any changes in appraisals of the Property in the same manner that notices are given to owners of taxable property. The Assessor shall make available to the Board and Wrigley all records relating to the appraisal and assessment of the Property.

2. Designation of Trustee; Computation and Billing of Payments In Lieu of Taxes. The Board hereby designates the Trustee its agent to compute the amounts of the In Lieu Payments, to receive such payments from Wrigley and to disburse such payments to the City and the County. On or about October 1st of said year, the Trustee shall compute the taxes which would be payable on the Property if it were subject to property taxes, in accordance with the Constitution and laws of the State of Tennessee and in accordance with the appraisal and

assessment of the Assessor. Each year hereunder, the Trustee shall, not later than December 31, send the Board and Wrigley a bill for appropriate amounts of In Lieu Payments (the "Tax Bill").

3. Payments in Lieu of Taxes. After receipt of the Tax Bill but no later than March 1 of the year following the year to which the Tax Bill pertains, Wrigley shall pay to the Trustee the amounts indicated on the Tax Bill in accordance with the amount set forth below in Paragraph 4. The In Lieu Payments shall be made by Wrigley in lieu of the property taxes which would otherwise be payable on the property if it were subject to property taxes.

4. Amount of Payments by Wrigley. For any period hereunder occurring before January 1, 2007 or after December 31, 2018, with respect to the real and personal property described in Exhibit A", and, in each case, during which the Property is owned by the Board, Wrigley shall make In Lieu Payments in an amount, as determined by the Assessor and the Trustee, equal to the taxes that would have been payable on the Property if it were subject to property taxes.

With respect to that portion of the Property as described in Exhibit "A" that constitutes the "Project" (being the newly acquired personal property in connection with its 2005-2008 expansion and the 2006 expansion to its manufacturing building), Wrigley shall make In Lieu Payments in an amount equal to the following percentages of the taxes that would have been payable on the Property if it were subject to property taxes for the respective years indicated:

<u>Years</u>	<u>Percentage</u>
2007	0%
2008	25%
2009	40%
2010 - 2018	50%

With respect to the portion of Property other than what is described above as the "Project," Wrigley shall make In Lieu Payments for the years 2007-2018 in an amount equal to the taxes that would have been payable on said portion of the Property if it were subject to property taxes.

5. Penalties and Late Charges. Wrigley shall make the In Lieu Payments for each year before March 1 of the following year. All In Lieu Payments shall be subject to penalties, late charges, fees and interest charges as follows:

(a) If Wrigley fails to make any In Lieu Payment when due, and such failure to pay shall continue and not be fully paid within thirty (30) days after written notice of such non-payment has been provided, then a late charge shall be charged and shall also be immediately due and payable. The late charge shall be in the amount of one and one-half percent (1-1/2%) of the owed amount, for each month that each payment has been unpaid. Such one and one-half percent (1-1/2%) per month late charge amount shall accumulate each month and be payable so long as there remains any outstanding unpaid amount.

(b) If Wrigley should fail to pay all amounts and late charges due as provided hereinabove, then the Board, the City or the County must, in order to enforce a lien against the Property as contemplated in Paragraph 8, bring suit in the Chancery Court of Hamilton County to recover the In Lieu Payments due, late charges, expenses and costs of collection in addition to reasonable attorneys' fees. If Wrigley fails to achieve the Investment and Jobs Projections, then the City and the County reserve the right, after providing to Wrigley written notice and an opportunity to cure, to terminate the benefits of this Agreement for any years remaining hereunder. If Wrigley closes the Project for twelve (12) months or longer or moves it from the County during the term hereof, the City and the County reserve the right to require the partial

repayment of amounts that would have been payable on the Property if it were subject to property taxes less all In Lieu Payments actually paid. Such repayment requirement, if implemented, shall be proportionate to the time period during the term during which the Project was closed or relocated.

6. Disbursements by Trustee. All sums received by the Trustee pursuant to Paragraph 3 shall be disbursed to the general funds of the City and the County in accordance with this paragraph and in accordance with the normal requirements of law governing the settlement and paying over of taxes to counties and municipalities. All sums received shall be divided into two (2) accounts, one for the use and benefit of the City and the other for the use and benefit of the County. The account for the use and benefit of the City shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the City, and the account for the use and benefit of the County shall be funded with the proportionate amount to which the In Lieu Payments are attributable to property taxes which would otherwise be owed to the County. All disbursements to the general funds of the City and County shall be made by the Trustee subject to the requirement that all funds disbursed may be used by the City and the County only in furtherance of the public purposes of the Board, as described in Tennessee Code Annotated, § 7-53-102.

7. Contest by Wrigley. Wrigley shall have the right to contest the appraisal or assessment of the Property by the Assessor and the computation by the Trustee of the amount of the In Lieu Payment. If Wrigley contests any such appraisal or assessment, then it shall present evidence to the Assessor in favor of its position. Likewise, if Wrigley contests any such computation, it shall present evidence to the Trustee in favor of its position. If the In Lieu Payments being contested shall be or become due and payable, Wrigley shall make such

payments under protest. Wrigley and the Assessor or the Trustee, as the case may be, shall negotiate in good faith and with best efforts to resolve within sixty (60) days any disputes as to appraisal, assessment or computation. If Wrigley and the Assessor or the Trustee are unable to resolve a dispute within such sixty (60) day period (as such period may be extended by the mutual written agreement of the parties), then Wrigley may file suit in the Chancery Court of Hamilton County to ask that the provisions of this Agreement, including those covering appraisal, assessment and computation, be construed or applied to the relevant facts by the Chancery Court in order to resolve such dispute. If a court of competent and final jurisdiction finds in favor of Wrigley and such judgment results in a lower appraisal, assessment or computation, Wrigley shall be entitled to a refund of In Lieu Payments as appropriate under the circumstances, with interest paid on such refund as if such refund were a refund of property taxes, in accordance with the Constitution, the laws of the State of Tennessee and any applicable local ordinances. If such a refund, including interest, is owed to Wrigley, Wrigley, at its option, may elect to forego the refund and take a credit in the amount of the refund (plus interest) against the next subsequent In Lieu payment due.

8. Lien on Property and Right of Redemption. Any amounts which remain payable under this Agreement shall become a lien on the Property, and such lien shall be enforceable against the Property in the event that (i) there has been a judicial finding by a court of competent and final jurisdiction in accordance with Section 5(b) of this Agreement that such payment is owed and has not been timely made in accordance with this Agreement; and (ii) a court of competent and final jurisdiction has issued a ruling allowing for such enforcement of the lien against the Property. The City, County, Trustee and Assessor acknowledge and agree that if a lien is enforced against the Property in accordance with this Section, Wrigley or the Board, as the

case may be, shall be re-vested with title to the Property affected by the lien if Wrigley repays the amount of the lien plus 10% interest no later than one (1) year from the date such lien is enforced.

9. Term. This Agreement shall become effective on the date that the Board attains title to the Property and shall continue for so long as the Board holds title to any of the Property or Wrigley has made all payments required hereunder, whichever shall later occur.

10. Leasehold Taxation. The parties hereto acknowledge and agree that the acquisition by Wrigley of a leasehold interest in the Property as is contemplated by this Agreement is not appropriate for the creation of a leasehold assessment in accordance with the Constitution, the laws of Tennessee and any applicable local ordinances. If the leasehold interest of Wrigley should be subject to ad valorem taxation, then any amounts assessed as taxes thereon shall be credited against any In Lieu Payments due hereunder or, if no such In Lieu Payments are due, then Wrigley shall be entitled to a refund of any prior In Lieu Payments paid in an amount equal to the ad valorem taxation due attributable to such leasehold assessment.

11. Notices, etc. All notices and other communications provided for hereunder shall be written (including facsimile transmission and telex), and mailed or sent via facsimile transmission or delivered, if to the City, c/o Mr. Randall L. Nelson, Suite 400, Pioneer Building, Chattanooga, Tennessee 37402; if to the County, Mr. Rheubin M. Taylor, County Attorney, Hamilton County Government, Room 204, County Courthouse, Chattanooga, Tennessee 37402; if to the Board, c/o Mr. Ross I. Schram III, Spears, Moore, Rebman & Williams, Suite 600 Pioneer Building, Chattanooga, Tennessee 37402; if to Wrigley, c/o Wm. Wrigley Jr. Company, Attention: General Counsel, 410 N. Michigan Avenue, Chicago, Illinois 60611, with copies to Scott Saef, Sidley Austin LLP, One South Dearborn, Chicago, Illinois 60603 and Alfred E.

Smith, Jr., Miller & Martin PLLC, Suite 1000 Volunteer Building, 832 Georgia Avenue, Chattanooga, Tennessee 37402; if to the Trustee, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; and if to the Assessor, at his address at Hamilton County Courthouse, Chattanooga, Tennessee 37402; or, as to each party, at such other address as shall be designated by such party in a written notice to the other party. All such notices and communications shall, when mailed by registered and certified mail, return receipt requested, or facsimile, be effective when deposited in the mails or if sent upon facsimile transmission, confirmed electronically, respectively, addressed as aforesaid.

12. No Waiver; Remedies. No failure on the part of any party hereto, and no delay in exercising any right under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

13. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court or jurisdiction, the invalidity of any such clause or provision shall not affect any of the remaining provisions of this Agreement.

14. No Liability of Board's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, of the Board, whether past, present or future, either directly or through the Board. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer, as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Agreement.

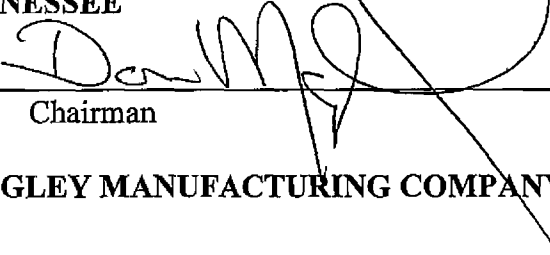
15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the parties and signatories hereto and to their respective successors and assigns.

16. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

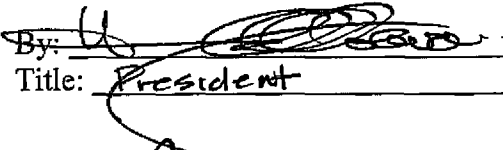
17. Amendments. This Agreement may be amended only in writing, signed by each of the parties hereto, except that the Trustee and the Assessor shall not be required to join in amendments unless such amendments affect their respective duties hereunder.

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

**THE INDUSTRIAL DEVELOPMENT BOARD
OF THE COUNTY OF HAMILTON,
TENNESSEE**

By: 
Chairman

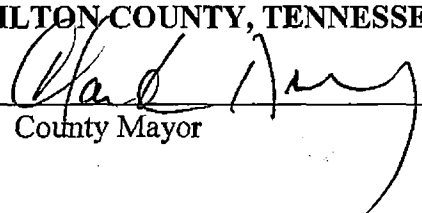
**WRIGLEY MANUFACTURING COMPANY,
LLC**

By: 
Title: President

CITY OF CHATTANOOGA, TENNESSEE

By: 
Mayor

HAMILTON COUNTY, TENNESSEE

By: 
County Mayor

CARL E. LEVI

By: 
Hamilton County Trustee

WILLIAM C. BENNETT

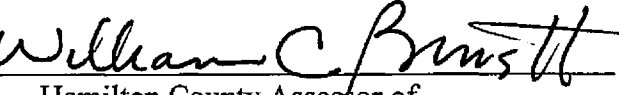
By: 
Hamilton County Assessor of
Property

EXHIBIT "A"
TO PILOT AGREEMENT FOR
WRIGLEY MANUFACTURING COMPANY, LLC

REAL PROPERTY

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE; A tract or parcel of land at or near Chickamauga, particularly described as follows; BEGINNING at a PK nail in the centerline of Jersey Pike, said nail also being in the Northwest corner of 19.51 acre tract of land conveyed to Red Warehouse Realty, Inc., by the Grantor, by Deed dated October 24, 1968; thence North 23 degrees 22 minutes East, along said centerline of Jersey Pike a distance of seventy-nine and five-tenths (79.5) feet to a PK nail; thence North 23 degrees 49 minutes East continuing along said centerline of Jersey Pike four hundred ninety-nine and forty-two hundredths (499.42) feet to a nail, said nail being in the Southwest corner of a twelve and forty eight hundredths (12.48) acres tract of land conveyed to Century Co., Inc., by the Tennessee Property Co., by Deed dated April 25, 1961; thence South 89 degrees 48 minutes East along the property line between the Grantor and Century Co., Inc., a distance of one thousand eighty-eight and seventy-seven hundredths (1088.77) feet, to an iron pipe in the West line of a sixty (60) foot future road, thence South 5 degrees 59 minutes East along the West line of said sixty (60) foot future road, a distance of five hundred seventy-two and fifteen hundredths (572.15) feet, to a concrete monument in the Northeast corner of said tract of land conveyed to Red Warehouse Realty, Inc.; thence North 88 degrees 13 minutes West along the North line of said tract of land conveyed to Red Warehouse Realty, Inc., a distance of thirteen hundred eighty-two and thirty-three hundredths (1382.33) feet to the point of beginning, containing fifteen and six hundred twenty-nine thousandths (15.629) acres, more or less, and being the same land conveyed to Grantor herein by the Kraft Foods Global, Inc., a Delaware corporation in Deed dated June 26, 2005, recorded in Book 7591, page 51, in the Register's Office of Hamilton County, Tennessee. Description is the same as prior deed.

EXHIBIT "A" (CONTINUED)
PERSONAL PROPERTY

All of the personal property acquired by the Company in connection with the 2005-2008 expansion of its manufacturing plant located on the real property described above, including but not limited to the items listed below (the Company may update this list from time to time and, in doing so, may provide supplements to its Bill of Sale)

Asset	Inv. order	Asset description
11014224	#00606200300	CAM PAK TIN TRAY PACKER LINE 2
11014225	#00606200300	IMAGE 1000 INK JET PRINTER LINE 2
11014226	#00606200300	FUJI TIN FLOW WRAPPER / SHRINK TUNNEL LINE 3
11014227	#00606200300	ISHIDA TINS CHECKWEIGHER LINE 3
11014228	#00606200300	OSGOOD TIN FILLER LINE 3
11014229	#00606200300	IMAGE 1000 INK JET CODER LINE 3
11014230	#00606200300	ISHIDA WEIGH SCALE LINE 4
11014231	#00606200300	FUJI FLOW WRAPPER LINE 4
11014232	#00606200300	UNIVERSAL 5050 TINY TRAY FLOW WRAPPER LINE 4
11014233	#00606200300	BINDING SYRUP RIO
11014234	#00606200300	PRIMARY SUGAR GRINDING MILL UT53
11014235	#00606200300	BINDING SYRUP SYSTEM
11014236	#00606200300	STIR BUNKER FILTER / RECEIVING SYSTEM HALIFAX
11014237	#00606200300	Munters MX62005 Dehumidification Unit
11014238	#00606200300	Munters MX6200S Dehumidification Unit
11014239	#00606200300	STIR BUNKER FILTER / RECEIVER EXHAUST FAN MODEL 38
11014240	#00606200300	PORTABLE PASTE MIXER FOR MINTS
11014241	#00606200300	WINKWORTH RT80 SHEAR MIXER
11014242	#00606200300	WINKWORTH PV500 WITH ANCHOR STIRRER
11014243	#00606200300	WINKWORTH XF150 PASTE EXTRUDER / FEEDER LINE 1
11014244	#00606200300	WINKWORTH PAN MODIFICATION
11014245	#00606200300	WINKWORTH XF150 MODIFICATIONS LINE 1
11014246	#00606200300	DRYING OVEN INFEED CONVEYORS LINE 1
11014247	#00606200300	HOUNSELL PUNCH LINE 1
11014248	#00606200300	METAL DETECTOR
11014249	#00606200300	WINKWORTH RT80 PASTE MIXER LINE 1
11014250	#00606200300	ISHIDA CRUSTING TUNNEL LINE 1
11014251	#00606200300	WINKWORTH XF150 PASTE EXTRUDER/FEEDER LINE 2
11014252	#00606200300	WINKWORTH XF150 MODIFICATIONS LINE 2
11014253	#00606200300	DRYING OVEN INFEED CONVEYORS LINE 2
11014254	#00606200300	HOUNSELL SCRAP CONVEYOR LINE 2
11014255	#00606200300	WINKWORTH RT80 PASTE MIXER LINE 2
11014256	#00606200300	ISHIDA CRUSTING TUNNEL LINE 2
11014257	#00606200300	QUALITY PASTE TRIM CONVEYOR LINE 2
11014258	#00606200300	SAFELINE METAL DETECTOR LINE 2
11014259	#00606200300	WINKWORTH RT80 PASTE MIXER LINE 3
11014260	#00606200300	HOUNSELL PUNCH LINE 3
11014261	#00606200300	DRYING OVEN INFEED CONVEYORS LINE 3
11014262	#00606200300	QUALITY PASTE TRIM CONVEYOR LINE 3
11014263	#00606200300	ISHIDA CRUSTING TUNNEL LINE 3

11014264	#00606200300	SAFELINE METAL DETECTOR LINE 3
11014265	#00606200300	WINKWORTH PASTE MIXER RT80 LINE 4
11014266	#00606200300	HOUNSELL PASTE PUNCH/CONVEYOR LINE 4
11014267	#00606200300	QUALITY PASTE TRIM CONVEYOR LINE 4
11014268	#00606200300	QUALITECH CRUSTING TUNNEL CONVEYOR LINE 4
11014269	#00606200300	SAFELINE METAL DETECTOR LINE 4
11014270	#00606200300	STAINLESS STEEL ROLLING RACKS
11014271	#00606200300	YAMATO MULTIHEAD HIGH SPEED SCALE LINE 2
11014272	#00606200300	OSGOOD TIN FILLER LINE 2
11014273	#00606200300	KALFASS UNIVERSAL 5050 TIN TRAY FLOW WRAPPER LINE
11014274	#00606200300	IMAJE 1000 INK JET PRINTER LINE 2
11014275	#00606200300	ISHIDA TINS CHECKWEIGHER LINE 2
11014276	#00606200300	FUJI TIN FLOW WRAPPER LINE 2
11014277	#00606200300	CAM PAK NCX TIN TRAY PACKER LINE 3
11014278	#00606200300	KALFASS UNIVERSAL 5050 TIN TRAY FLOW WRAPPER LINE
11014279	#00606200300	IMAJE 1000 INK JET CODER LINE 3
11014280	#00606200300	ISHIDA TINS CHECKWEIGHER LINE 4
11014281	#00606200300	OSGODD TIN FILLER LINE 4
11014282	#00606200300	OSGOOD TROUGH WITH CONTROLLER LINE 4
11014283	#00606200300	CAM PAK TIN TRAY PACKER LINE 4
11014284	#00606200300	IMAJE 1000 INK JET CODER LINE 4
11014285	#00606200300	IMAJE 1000 INK JET CODER LINE 4
11014286	#00606200300	Tin Conveyor 2 Line 4
11014287	#00606200300	FUJI FLOWWRAPPER LINE 1
11014288	#00606200300	IMAJE INK JET PRINTER
11014289	#00606200300	FLOWMETER CONVERTERS
11014290	#00606200300	BATCH CONTROL FLOW METER LINE 1
11014291	#00606200300	BATCH CONTROL FLOW METER LINE 2
11014292	#00606200300	BATCH CONTROL FLOW METER LINE 3
11014293	#00606200300	BATCH CONTROL FLOW METER LINE 4
11014294	#00606200300	PASTE SHEETER LINE 2
11014295	#00606200300	PASTE SHEETER CONVEYOR LINE 2
11014296	#00606200300	WINKWORTH XF150 PASTE EXTRUDER/FEEDER LINE 3
11014297	#00606200300	WINKWORTH XF150 PASTE EXTRUDER/FEEDER LINE 4
11014298	#00606200300	ALTOIDS TWIN PACK SYSTEM
11014299	#00606200300	"Leider Line ""A"" Tin Filler"
11014300	#00606200300	"Leider Line ""B"" Tin Filler "
11014301	#00606200300	"Leider Line ""B"" Tin Filler (Conversion)"
11014302	#00606200300	Paste Twinpack Casepacker (Bd 281)
11014303	#00606200300	Sours Candy Breaking / Tumble Drum
11014304	#00606200300	Sours Kneader
11014305	#00606200300	"Sours CAM ""A"" Traypacker"
11014306	#00606200300	"Sours CAM ""A"" Modifications "
11014307	#00606200300	"Sours CAM ""B"" Traypacker "
11014308	#00606200300	"Sours CAM ""B"" Modifications"
11014309	#00606200300	Sours Coating Drum #1
11014310	#00606200300	Sours Coating Drum #2
11014311	#00606200300	Sours Coating Drum #3
11014312	#00606200300	Sours Coating Drum #4
11014313	#00606200300	Spirak Syrup Mixer

11014314	#00606200300	"Dico Line ""A"" Lidding System"
11014315	#00606200300	"Dico Line ""B"" Lidding System"
11014316	#00606200300	Lidding Machine Change Part A and B
11014317	#00606200300	Refurbish Kalfass 5050 Tunnel
11014318	#00606200300	"Kalfass Unviersal Tunnel ""B"""
11014319	#00606200300	"Kalfass Universal Tunnel ""A"""
11014320	#00606200300	Automatic Sours Batch Cooker
11014321	#00606200300	Solvomat Sugar and Glucose Blending System
11014322	#00606200300	Syrup Batch Tank
11014323	#00606200300	Sours Tumbler Drum Conveying System
11014324	#00606200300	Sours Tumber Unload Conveyor for Totes (Quality)
11014325	#00606200300	Sours Die Roller
11014326	#00606200300	Sours Laminator
11014327	#00606200300	Altoid Heart Cutters
11014328	#00606200300	Pneumatic Conveyor System Line B
11014329	#00606200300	Pneumatic Conveyor System Line A
11014330	#00606200300	Sours Tin Conveyor to Tray Packer
11014331	#00606200300	Alts to Sours Tin Conveyors
11014332	#00606200300	Tin Sleever Line A
11014333	#00606200300	Tin Sleever Line B
11014334	#00606200300	Sours A Checkweigher Ishida
11014335	#00606200300	Sours B Checkweigher Ishida
11014336	#00606200300	Sours Conveying
11014337	#00606200300	Yamato Scale Sours Line A
11014338	#00606200300	Sours Flow Meter
11014339	#00606200300	Sours Flow Meter
11014340	#00606200300	Dehumidification Paste Line 2 Munters
11014341	#00606200300	Dehumidification Paste Line 3 Munters
11014342	#00606200300	Dehumidification Paste Line 4 Munters
11014343	#00606200300	Hand Pallet Truck- Vertopal
11014344	#00606200300	Hand Pallet Truck- Vertopal
11014345	#00606200300	Hand Pallet Truck- Lancing
11014346	#00606200300	Sours Case Sealing Machine
11014347	#00606200300	Paste Sheeter Line 1
11014348	#00606200300	Paste Sheeter Line 3
11014349	#00606200300	Paste Sheeter Line 4
11014350	#00606200300	Sours Twinpack Casepacker
11014351	#00606200300	Brunley Heat Tunnel Paste Line 1
11014352	#00606200300	Sours Redpack Twinpack
11014353	#00606200300	Sours Twin Convey System
11014354	#00606200300	Sours Pan Dust Collection System
11014355	#00606200300	Copper Pot Batch Transfer Unit
11014356	#00606200300	Osgood Tin Filler Paste Line 1
11014357	#00606200300	Cooker Twin Coil
11014358	#00606200300	Fuji Flowwrapper Line 1
11014359	#00606200300	Imaje Coder Sours A
11014360	#00606200300	Imaje Coder Sours B
11014361	#00606200300	Sours Processing Quality Conveyor System
11014362	#00606200300	Sours Processing Quality Conveyors
11014363	#00606200300	Imaje Code Dater (TwinPacker)

11014364	#00606200300	Imaje Code Dater (TwinPacker)
11014365	#00606200300	Imaje Code Dater (Sours Casepacker)
11014366	#00606200300	Sours Auto Traypacker
11014367	#00606200300	Nederman Hose Reel Water Gun System
11014368	#00606200300	Zebra 220 Thermal Label Printer
11014369	#00606200300	Case Sealing System
11014370	#00606200300	Sours Scada System
11014371	#00606200300	Conair Churchill Tkerm Unit
11014372	#00606200300	Conair Churchill Tkerm Unit
11014373	#00606200300	Spare Parts Storage Bins
11014374	#00606200300	Soco T10 Case Sealer
11014375	#00606200300	(700) Blue WIP Boxes & Lids
11014376	#00606200300	Sours Processing DICO Platform
11014377	#00606200300	Sauven Date Coder
11014378	#00606200300	Matisse Sours Process PLC
11014379	#00606200300	ME708B Flvr / Color Mixer
11014380	#00606200300	GE Analytical Balance Clr/Flvr
11014381	#00606200300	Dishwasher Sours Clr/Flvr
11014382	#00606200300	Checkweigher Line 1 Paste
11014383	#00606200300	Checkweigher
11014384	#00606200300	Checkweigher
26003142	#00605200600	Refrigerator - Front Breakroom
26003143	#00605200600	Refrigerator Stainless Steel Main
26003144	#00605200600	Ice Machine and Dispenser
26003146	#00605200600	Folding Tables Almond Color (4 items)
26003147	#00605200600	Folding Tables 6 Ft Almond (12 items)
26003148	#00605200600	Folding Tables 8 Ft Almond (4 items)
26003149	#00605200600	Folding Chairs (96 items)
26003150	#00605200600	Folding Chairs (4 items)
26003151	#00605200600	Flagpoles (2 items)
26003152	#00605200600	Flagpole Existing
26003153	#00605200600	Breakroom Door
26003154	#00605200600	Breakroom Modification
26003155	#00606200100	Powerheart AED
26003156	#00606200100	Powerheart AED
26003157	#00606200100	Powerheart AED
26003158	#00606200100	Powerheart AED
40000051	#00606200500	Fuel Boiler #2 Backup Line Overhead
40000052	#00606200700	DH & OA Capacity
41000406	#00605200400	Roil Wrapper - Cremesavers Piece Size Change
41000434	#00606200600	Project Turtle
41000438	#00606200800	Chocolate Covered Altoids - US
41000449	#00606201000	Replace Wrappers Lines 1 & 2 Altoids Mints
41000451	#00606201100	Replace Line 7 Dobby Wrapper
410247	#00105302057	Relocation to Chattanooga
43000180	#00606200100	AED's 4 items
43000186	#00606200300	Equipment from Bridgend to Chattanooga

Cost Versus Benefit Analysis for Payment In Lieu of Ad Valorem Tax

Date: December 19, 2006

Person Completing Form: Merrill Bennett

Title: Factory Manager

Lessor: Industrial Development Board of Hamilton County

Lessee: Wrigley Manufacturing Company, LLC

Lease Term	Term Beginning Date	January 1, 2007	Total Term Ending Date	December 31, 2018								
Step 1	150	x	\$ 49,000.00	=	\$ 7,350,000.00	x	2.0	=	\$ 14,700,000.00			
	Number of New Jobs		Annual Company Wage		Direct Income		See Note 1		Direct & Indirect Income			
Step 2	\$ 7,350,000.00	+	\$37,556	=	196							
	Indirect Income		See Note 1		Number Indirect Jobs							
Step 3	\$ 14,700,000.00	x	0.096	=	\$ 1,411,200.00	x	0.63	=	\$ 889,056.00	x	0.277	\$246,268.51
	Direct & Indirect Income		See Note 1		New Total Annual State Tax		See Note 1		New Annual State Sales Tax		See Note 1	New Annual Local Sales Tax

Calculation Summary:

Additional comments and information about costs or benefits associated with the project may be attached.

Total of New and Indirect Jobs	<u>346</u>	First Year PILOT Payment County:	<u>\$0</u>
Total of Direct and Indirect income	<u>\$14,700,000</u>	First Year PILOT Payment City:	<u>\$0</u>
Total of New Annual State Sales Tax and New Annual Local Sales Tax	<u>\$1,135,325</u>	Total First Year PILOT:	<u>\$0</u>
Market Value of Leased Real Property Improvements	<u>\$5,000,000</u>	<i>To be completed by Comptroller of Treasury</i>	
Market Value of Leased Machinery & Equipment	<u>\$18,000,000</u>		
Market Value of Leased Land	<u>\$0</u>		
Total Appraised Value:	\$23,000,000		
Total Assessed Value:	\$7,400,000		

Note 1

Economic factors and multipliers provided by University of Tennessee for Business and Economic Research, 2006

Cost Versus Benefit Analysis for Payment In Lieu of Ad Valorem Tax

Date: December 19, 2006

Person Completing Form: Merrell Bennett

Title: Factory Manager

Lessor: Industrial Development Board of Hamilton County

Lessee: Wrigley Manufacturing Company, LLC

Lease Term	Term Beginning Date	January 1, 2007	Total Term Ending Date	December 31, 2018								
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	Indirect Income		See Note 1		Number Indirect Jobs							
Step 3	\$ 14,700,000.00	x	0.096	=	\$ 1,411,200.00	x	0.63	=	\$ 889,056.00	x	0.277	\$246,268.51
	Direct & Indirect Income		See Note 1		New Total Annual State Tax		See Note 1		New Annual State Sales Tax		See Note 1	New Annual Local Sales Tax

Calculation Summary:

Additional comments and information about costs or benefits associated with the project may be attached.

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Market Value of Leased Machinery & Equipment	<u>\$18,000,000</u>		
Market Value of Leased Land	<u>\$0</u>		
Total Appraised Value:	\$23,000,000		
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Note 1 Economic factors and multipliers provided by University of Tennessee for Business and Economic Research, 2006

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