



MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

300 N. WASHINGTON SQ.
LANSING, MI 48913

CUSTOMER
ASSISTANCE CENTER
517 373 9808

WWW.THEMEDC.ORG

April 12, 2010

Ms. Olga Matwijkeno
Tenneco Automotive Operating Company Inc.
500 North Lake Field Drive
Lake Forest, Illinois 60045

Dear Ms. Matwijkeno:

This is to inform you that your request for confidentiality with respect to information submitted with your application for the Michigan Economic Growth Authority (MEGA) tax credits has been granted in part and denied in part.

The following information is designated as confidential:

- Project Description, Item 2.
- Project Description, Item 4. Years 2, 3 and 4
- Employment History Form
- Project Budget Form. Line Items Only
- Cross State Comparison Form

Your request for confidentiality treatment of the following information is denied:

- Project Description, Item 3.
- Project Description, Item 4. Project Timeline and Years 1 and 5
- Project Description, Item 5.
- Estimated Employment Creation Form
- Project Budget Form. Total Project Costs

Confidential treatment for the aforementioned items has been denied because this information must be provided to the MEGA Board so it can make an informed decision on granting MEGA tax credits. Information that has been made public, or will be made public at the MEGA Board meeting, cannot be granted confidentiality.

Sincerely,

Peter Anastor
Secretary to the MEGA Board

Enclosures

EXECUTIVE COMMITTEE
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Chair
Rock Ventures

PHILIP H. POWER
Vice-Chair
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Center for
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Saginaw Future Inc.

DR. HAIFA FAKHOURI
Arab American and
Chaldean Council

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Hamp Advisors, LLC

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DTE Energy Company

GEORGE W. JACKSON JR.
Detroit Economic
Growth Corporation

BIRGIT M. KLOHS
The Right Place, Inc.

F. THOMAS LEWAND
Bodman LLP

JEFF METTS
Dowding Industries, Inc.

STANLEY "SKIP" PRUSS
Michigan Department of Energy,
Labor & Economic Growth

DR. IRVIN D. REID
Wayne State University

SANFORD "SANDY" RING
Hino Motors
Manufacturing U.S.A., Inc.

MICHAEL B. STAEBLER
Pepper Hamilton LLP

TODD A. WYETT
Versa Development, LLC

**Michigan Economic Growth Authority (MEGA)
Michigan Economic Development Corporation**

**Standard Credits
Confidentiality Form**

Applicant Entity Legal Name (business entity to receive tax credit)	Applicant Employer Tax Identification Number (EIN)	
Tenneco Automotive Operating Company Inc.	[REDACTED]	
Address (Street/P.O. Box/City, State and Zip Code)	Applicant Contact	
500 North Lake Field Drive Lake Forest, IL 60045	Olga Matwijkeno	
	Contact Phone	E Mail Address
	(734) 243-8266	omatwijkeno@tenneco.com

BACKGROUND

Section 5(3) of the Michigan Economic Growth Authority Act provides that "financial or proprietary information" submitted to the Authority can be exempted from disclosure under the Freedom of Information Act if confidentiality is requested and if the chairperson of the Authority acknowledges such information as confidential.

Confidentiality cannot be granted on information that is public. Any information that will be disclosed at a MEGA Board Meeting becomes part of the public record. Information that is available from other public sources is also not eligible for confidentiality. Note that financial statements of publicly traded companies are not eligible for confidentiality.

To receive confidentiality, the applicant must make a case that release of the specific information will cause **significant competitive harm**. To cause significant competitive harm, the information must be usable by a competing business to gain an advantage over the applicant in the marketplace. For purposes of the MEGA act, "financial or proprietary information" is defined as "information that has not been publicly disseminated or is unavailable from other sources, the release of which might cause the applicant significant competitive harm. Financial or proprietary information does not include a written agreement under this act."

The Authority will review all confidentiality requests. Each potentially confidential item must have its own exhibit, and each exhibit will be reviewed on its own merits. The Authority will notify the applicant of the eligibility determination of each item requested.

DIRECTIONS

- Check 'Yes' if you are requesting confidentiality for the application item.
- For each item requested, attach a separate exhibit that explains the necessity and justification for your request. The exhibit(s) must explain how or why the release of the specific information on which confidentiality is requested will cause significant competitive harm.

Application Item	Confidentiality Requested?		Attached Exhibit Number	
Project Description Item 2. Michigan Property Details	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	1	
Project Description Item 3. Project Impact on Michigan Operations	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	2	
Project Description Item 4. Project Timeline	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	3	
Project Description Item 5. Other Project Considerations	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	4	
Estimated Employment Creation Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	5	
Employment History Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	6	
Project Budget Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	7	
Financial Statements Financial statements of publicly traded companies are not eligible for confidentiality	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes		
Cross State Comparison Form	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes	8	

Michigan Economic Development Corporation
 Michigan Economic Growth Authority (MEGA)
 Cross State Comparison Form - Creation
 Tenneco Automotive Operating Company Inc.

	FIRST FIVE YEARS OF OPERATIONS											
	CONSTRUCTION		2011		2012		2013		2014		2015	
	Michigan	Tennessee	Michigan	Tennessee	Michigan	Tennessee	Michigan	Tennessee	Michigan	Tennessee	Michigan	Tennessee
Jobs Created (cumulative)												
Gross Revenue												
LABOR												
Wages & Salary												
Health Care Benefits												
Unemployment/Ins.												
Workers Comp.												
Other Fringe												
Recruiting/Recruitment												
Total Labor Costs												
SITE												
Land Costs												
Site Improvements												
Utility Extension Costs												
Road Costs												
Total Land/Site Costs												
BUILDING												
New Construction												
Purchase of Equipm.												
Building Renovations												
Aerial Lease Cost												
Leasehold Improvements												
Total Building Costs												
M&E												
Mach. & Equip. Costs												
Furniture & Fixture Cost												
Computer Cost												
Pollution Control Cost												
Special Tooling Cost												
Other Personal Prop.												
Total M&E Costs												
UTILITIES												
Gas												
Electricity												
Water and Sewer												
Total Utilities Cost												
TRANSPORTATION												
Transportation Costs												
TAXES												
Franchise												
Corporate												
Local Business Income												
Sales and Use												
Real Property												
Personal Property												
Other - Incentives												
Federal Income Tax												
Total Taxes												
Total Cost												

Average Weekly Wage

Health Care Benefits means all costs paid for a self-funded health care benefit plan or for an expense-incurred hospital, medical, or surgical policy or certificate, nonprofit health care corporation certificate, or health maintenance organization contract, dental or disability income insurance; long-term care insurance; coverage is used as a supplement to liability insurance; coverage only for a specified disease or illness; worker's compensation or similar insurance; or automobile medical payment JOBS only, not on all employees. does not include accident only.

*NM - Not Material

CONFIDENTIAL

Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Confidentiality Form

It is our understanding that all information concerning this application will remain confidential until such time as the Michigan Economic Development Corporation issues a public release concerning MEGA tax credits awarded. However, after such public release, Tenneco Automotive Operating Company Inc. has business and economic concerns about the impact of the availability of certain financial and proprietary information should that information be obtained by its competitors and the general public. The following exhibits are in support of Tenneco Automotive Operating Company Inc.'s request for confidentiality of select information contained in its MEGA application.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Project Description (Michigan Property Details)

Exhibit 1

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Michigan Property Details not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Michigan Property Details should be considered confidential and proprietary. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Any release of this information could provide an understanding of Tenneco Automotive Operating Company Inc.'s business plan. The resulting exposure could result in significant competitive harm to the company as well as potential damage to the employees and customers of Tenneco Automotive Operating Company Inc. In addition, the Michigan Property Details may provide select suppliers to such capital investments with an unfair competitive advantage.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Project Description (Project Impact on Michigan Operations)

Exhibit 2

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Project Impact on Michigan Operations not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Project Impact on Michigan Operations should be considered confidential and proprietary as it considers prospective plans that have not yet been approved and would offer competitors new information otherwise unavailable. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Any release of this information could provide an understanding of the business plan for Tenneco Automotive Operating Company Inc. The resulting exposure could result in significant competitive harm to the company as well as potential damage to the employees and customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Project Description (Project Timeline)

Exhibit 3

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Project Timeline not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Project Timeline should be considered confidential and proprietary. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Any release of this information could provide an understanding of the business plan for Tenneco Automotive Operating Company Inc. The resulting exposure could result in significant competitive harm to the company as well as potential damage to the employees and customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Project Description (Other Project Considerations)

Exhibit 4

Tenneco Automotive Operating Company Inc. submits the attached application with a request that Other Project Considerations not be publicly released because the information has not been publicly disseminated and is not available from other sources. Other Project Considerations should be considered confidential and proprietary as it considers prospective plans that have not been approved and would offer competitors new information otherwise unavailable. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Any release of this information could provide an understanding of the business plan for Tenneco Automotive Operating Company Inc. The resulting exposure could result in significant competitive harm to the company as well as potential damage to the employees and customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Statewide Estimated Employment Creation Form

Exhibit 5

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Statewide Estimated Employment Creation Form not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Statewide Estimated Employment Creation Form should be considered confidential and proprietary, which if released, could cause significant competitive harm. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Competitors could exploit this payroll and benefit information to determine the applicant's pay and benefit structure and potentially use it to recruit/hire the applicant's employees, thereby, causing competitive harm. The release of the aforementioned information could potentially be damaging to the business, employees and the customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Employment History Form

Exhibit 6

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Employment History Form not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Employment History Form should be considered confidential and proprietary, which if released, could cause significant competitive harm. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. Competitors could exploit this information to determine the applicant's employment and business fluctuations and potentially use it to recruit/hire the applicant's employees or otherwise significantly harm the company. The release of the aforementioned information could potentially be damaging to the business, employees and the customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Project Budget Form

Exhibit 7

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Project Budget not be publicly released because the information has not been publicly disseminated and is not available from other sources. The Project Budget should be considered confidential and proprietary, which, if released, could cause significant competitive harm. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. With the timing, type and magnitude of the proposed investment, the competitors of Tenneco Automotive Operating Company Inc. could possibly be able to determine the company's business plans and objectives and exploit this information to their benefit, thereby, causing significant competitive harm. For instance, if the budgetary information is released, it would have wide-ranging effects from competitors including their knowledge of profit margins, pricing, fixed costs, variable costs and other financial parameters of the project/operations. The release of the aforementioned information could potentially be damaging to the business, employees, and customers of Tenneco Automotive Operating Company Inc.

Tenneco Automotive Operating Company Inc.

Confidentiality Form

Attachment to MEGA Application

Part II – Cross State Comparison Form

Exhibit 8

Tenneco Automotive Operating Company Inc. submits the attached application with a request that the Cross State Comparison Form not be publicly released because the information has not been publicly disseminated and is not otherwise available from other sources. The Cross State Comparison Form should be considered confidential and proprietary, which if released, could cause significant competitive harm. As a general rule, it is not practice of this company to release forecasted financial, budgetary, or employment information. With the timing, type, and magnitude of the proposed investment as well as in-depth information on cost structure, the competitors of Tenneco Automotive Operating Company Inc. could possibly be able to determine Tenneco Automotive Operating Company Inc.'s business plans and objectives and exploit this information to their benefit, thereby, causing significant competitive harm. The release of the aforementioned information could potentially be damaging to the business, employees, and customers of Tenneco Automotive Operating Company Inc.

MEGA TAX CREDIT AGREEMENT: Standard Credit

Tenneco Automotive Operating Company, Inc.

This Agreement is between the Michigan Economic Growth Authority (MEGA) and Tenneco Automotive Operating Company, Inc., a Delaware Corporation. As used in this Agreement, the Michigan Economic Growth Authority and Tenneco Automotive Operating Company, Inc. are sometimes referred to individually as a "Party" and collectively as "Parties".

The Michigan Economic Growth Authority Act, 1995 PA 24, as amended, created the MEGA with the power to provide tax credits to businesses involved in manufacturing, mining, research and development, wholesale and trade, office operations, qualified high-technology business, film and digital media production, or certain tourism attractions;

The Michigan Legislature determined that it is in the public interest to promote economic growth and to encourage private investment, job creation and job upgrading for Michigan residents;

The MEGA determined that providing tax credits to the Company for job creation will promote and serve the intended purposes of and conform with the Act; and

The MEGA and the Company desire to set forth the terms and conditions of the tax credits that the MEGA authorized for the Company by Resolution dated April 20, 2010.

The parties, therefore, agree as follows:

1.0 DEFINITIONS

(a) "Act" means the Michigan Economic Growth Authority Act, 1995 PA 24, as amended as of the date this MEGA Tax Credit is awarded.

(b) "Agreement" means this written agreement.

(c) "Application" means any information submitted to the MEGA in support of the Company's request for the MEGA Tax Credit.

(d) "Average Weekly Wage" means the total Salaries and Wages paid during the applicable year to employees performing Qualified New Jobs, divided by the number of weeks worked by those employees.

(e) "Base Employment Level" means the minimum number of Full-time Jobs to be maintained by the Company in Michigan, as specified in Schedule A of this Agreement.

(f) "Business" means a proprietorship, joint venture, partnership, limited liability partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, limited liability company, or any other organization.

(g) "Certificate Application" means the written information submitted each year in support of the Company's request for a Tax Credit Certificate that complies with Section 7.0 of this Agreement.

(h) "Company" means Tenneco Automotive Operating Company, Inc., with the federal employer identification number [REDACTED]. As of the Effective Date, Company is an authorized business under the Act.

(i) "Effective Date" means June 17, 2010.

(j) "Employer-paid Health Care Benefits" means all costs paid for a self-funded health care benefit plan or for an expense-incurred hospital, medical or surgical policy or certificate, nonprofit health care corporation certificate, or health maintenance organization contract. "Employer-paid Health Care Benefits" do not include accident-only, credit, dental, or disability income insurance; long-term care insurance; coverage issued as a supplement to liability insurance; coverage only for a specified disease or illness; worker's compensation or similar insurance; or automobile medical payment insurance.

(k) "Facility" means the Company's location in Michigan identified in Section 2.0(b)(5) at which the Company will create Qualified New Jobs.

(l) "Full-time Job" means a job performed by an individual who is employed for consideration for at least 35 hours of work each week and for whom the Company, an employee leasing company or a professional employer organization on behalf of the Company or other entity authorized under the Act, withholds income and social security taxes. "MEGA" means the Michigan Economic Growth Authority created by the Act.

(m) "MEGA Tax Credit" means a credit against the Michigan Business Tax authorized by Section 431 of Public Act 36 of 2007, as amended.

(n) "Person" means an individual or business.

(o) "Project" means the project described in Section 2.0(b)(5) of this Agreement.

(p) "Qualified New Job" means a Full-time Job at the Facility held by a Michigan resident and that:

- (1) pays at least 150 percent of the federal minimum wage;
- (2) is in excess of the Base Employment Level; and
- (3) is created by the Company on or after the Effective Date.

"Qualified New Job" does not include any job transferred to the Facility from: (i) a Michigan location of a Business that is listed on the Application; or (ii) a Michigan location of a Business that, on or after the date of the Application, acquires or otherwise gains control of the Company, is acquired or controlled by the Company, or comes under common control with the Company.

(q) "Relocation" means the transfer of 51 percent or more of the Qualified New Jobs out of the State of Michigan.

(r) "Salaries and Wages" means wages, tips and other compensation reported in Box 1 of an employee's W-2 form.

(s) "Tax Credit Certificate" means the certificate required to be issued by 2007 PA 36, as amended, which states that the Company is an authorized business, the amount of the MEGA Tax Credit authorized for a year, and the Company's federal employer identification number or Michigan Treasury number.

(t) "Tax Year" means the calendar year, or the fiscal year ending during the calendar year, upon the basis of which the MEGA credit is computed. Multiple Michigan Business Tax filings in a calendar year do not count as multiple Tax Years.

(u) "Term" means the time period beginning with the Effective Date and ending on the last day of the last year in which the Company is eligible to receive a MEGA Tax Credit under this Agreement.

2.0 REPRESENTATIONS

(a) Representations by the MEGA. The MEGA makes the following representations and warranties as of the Effective Date:

(1) *Existence and Power.* The MEGA is a public body established and acting pursuant to the Act.

(2) *Authority.* The MEGA has the necessary authority under the Act to grant MEGA Tax Credits and has taken all actions necessary to authorize, execute and deliver this Agreement.

(3) *Tax Credit Certificate.* The MEGA will issue the Company's initial Tax Credit Certificate, in the form attached to this Agreement, upon execution of this Agreement.

(b) Representations by the Company. The Company makes the following representations and warranties as of the Effective Date:

(1) *Existence and Power.* The Company validly exists and is in good standing under the laws of the State of Delaware and is qualified to transact business in Michigan.

(2) *Corporate Authority.* The Company's execution, delivery and performance of this Agreement is authorized by all necessary corporate action and will not violate any provisions of law or of the Company's articles of incorporation or bylaws.

(3) *Full Disclosure.* Neither this Agreement nor the Application contain any untrue statement of or omit a material fact.

(4) *Eligibility.* The Company will create Qualified New Jobs in Michigan as generally classified under NAICS code 336391.

(5) *Project Description.* The Company will consolidate out-of-state facilities to Michigan, including the investment into the design, engineering and manufacturing of diesel emission products, and create jobs. The company believes that the Project is economically sound and affirms that the investment capital or financing needed to complete the Project is now committed or soon will be available to the Company. As of April 20, 2010, the Project has not begun.

(6) *Job Creation.* The Project will result in the creation of at least 50 Qualified New Jobs, as required under the Act. The Qualified New Jobs shall pay an Average Weekly Wage of at least \$722 and at no time will the wages paid for each of these Qualified New Jobs be less than 150 percent of the federal minimum wage in effect during the year in which the MEGA Tax Credit is sought.

(7) *Need for MEGA Tax Credits.* The MEGA Tax Credits authorized by the MEGA address the competitive disadvantages of expanding in Michigan instead of a site outside of Michigan.

(8) *Certification.* The Company made the certifications required by Section 8(3)(f) of the Act, which are attached to the Agreement as Schedule B.

3.0 MEGA TAX CREDIT

The MEGA authorized the MEGA Tax Credit described in this Agreement for the Company, subject to the conditions specified in Section 4.0 of this Agreement and the Company's compliance with this Agreement.

(a) MEGA Tax Credit. The MEGA Tax Credit shall be equal to 75 percent of the Michigan personal income tax rate, as it exists at the beginning of the Company's Tax Year for which the credit is sought, multiplied by the total Salaries and Wages and Employer-paid Health Care Benefits, of employees performing Qualified New Jobs. The MEGA Tax Credit is authorized for seven consecutive years beginning with the Company's Tax Year ending December 31, 2011 and ending no later than December 31, 2017, except as provided under Section 3.0(b).

(1) No more than 185 Qualified New Jobs may be used in calculating the MEGA Tax Credit, as provided in Section 431 of 2007 PA 36; and

(2) The maximum amount of total Salaries and Wages that may be used in a single year in calculating the MEGA Tax Credit for any one Qualified New Job is \$250,000.

(b) Advancing the Scheduled Years of the Credit. The Company may elect to begin the MEGA Tax Credit described in Section 3.0(a) in its year ending December 31, 2010. If the Company elects to advance the MEGA Tax Credit as provided in this Section, the last year in which the Company may receive the MEGA Tax Credit will be December 31, 2016.

4.0 CONDITIONS OF THE MEGA TAX CREDIT

(a) *Eligibility*. The Company shall not be eligible for the MEGA Tax Credit described in Section 3.0 of this Agreement unless:

(1) The Company creates at least 50 Qualified New Jobs, as required under the Act;

(2) The Average Weekly Wage paid to employees performing Qualified New Jobs is at least \$722;

(3) The Company maintained the minimum Base Employment Level provided on Schedule A;

(4) The Company pays the administrative fee described in Section 4.0(b);

(5) The Company obtains a Tax Credit Certificate, as provided in Section 5.0;

(6) The City of Litchfield approves a tax abatement for new property related to the Project;

and

(7) The Company participates in a MEGA technical assistance meeting with representatives of the MEDC, at a mutually agreed upon time, unless waived by the MEDC.

(b) *Administrative Fee*. The Company shall pay a one-time administrative fee of \$9,103 upon submission of its first Certificate Application.

5.0 TAX CREDIT CERTIFICATE

To obtain a Tax Credit Certificate in connection with the MEGA Tax Credit described in this Agreement, the Company shall for the applicable year:

(a) Achieve and maintain the minimum number of Qualified New Jobs, as required by Schedule A of this Agreement;

To compute the number of Qualified New Jobs in any year, except the first year of the credit, as determined by Section 3.0 and Schedule A, the Company shall determine the number of Qualified New Jobs as of the last day of each of the four quarters of the applicable year, total the results for the four quarters, and divide the sum by four;

To compute the number of Qualified New Jobs for the first year of the credit, as determined by Section 3.0 and Schedule A, the Company shall determine the number of Qualified New Jobs as of the last day of each quarter of that year and, beginning with the first quarter in which there are at least 50 Qualified New Jobs, compute the average number of Qualified New Jobs over the remaining quarters for the year;

(b) Pay at least the Average Weekly Wage provided in Section 4.0(a)(2) to employees in Qualified New Jobs;

(c) Pay each employee working in Qualified New Jobs a wage equal to or greater than 150 percent of the federal minimum wage in effect for the applicable year;

(d) Maintain the Base Employment Level stated on Schedule A; and

(e) Provide a Certificate Application to the MEGA that satisfies the requirements of Section 7.0 of this Agreement.

The MEGA will not issue a Tax Credit Certificate if the MEGA, or the Office of the Chief Compliance Officer, determines that the Company is not in compliance with the Act, or other laws applicable to the Tax Certificate.

Provided that the Company satisfied the requirements of Section 4.0, the Company's failure to satisfy the requirements of this Section in any given year does not preclude the Company for qualifying for and obtaining a MEGA Tax Credit in any other year during the Term.

6.0 AUDIT AND VERIFICATION

The information provided by the Company in connection with the MEGA Tax Credit is subject to audit and verification by the MEGA or its designee both prior to and after receiving a Tax Credit Certificate. Upon reasonable advance notice to the Company by the MEGA or the Office of the Chief Compliance Officer, the Company shall permit the MEGA, the Office of the Chief Compliance Officer, or their designee, at the MEGA's sole expense and during normal business hours, to inspect the Company's files solely for the purpose of verifying eligibility for the MEGA Tax Credits authorized for the Company. The files subject to inspection include, but are not limited to, those relevant to wage and hour records, Employer-paid Health Care Benefits records, job classification, job assignments and employment histories. To the extent permitted under Section 5(3) of the Act, the Company may request confidential treatment of its financial or proprietary information retained by the MEGA in the course of its inspection.

7.0 ANNUAL CERTIFICATE APPLICATION

(a) For each year in which the Company seeks a MEGA Tax Credit under this Agreement, the Company shall complete a Certificate Application.

(b) The Company shall file the Certificate Application with the MEGA at least 90 days prior to the day the Company's Michigan Business Tax return is due to the Michigan Department of Treasury. If the Michigan Department of Treasury grants the Company an extension of the deadline to file its Michigan Business Tax Return for the applicable year, the Company shall notify the MEGA of the extension and the Certificate Application must be filed with the MEGA at least 90 days prior to the extended deadline.

(c) The form of the Certificate Application shall be as specified by the MEGA. The Certificate Application must contain the following information:

(1) The number of employees in the Base Employment Level as of the end of each of the four quarters in the applicable year;

(2) The number of Qualified New Jobs as of the end of each of the four quarters in the applicable year;

(3) The number of Full-time Jobs at all of the Company's locations in Michigan, excluding the Qualified New Jobs for which the Company is seeking the MEGA Tax Credit, as of the end of each of the four quarters in the applicable year;

(4) The total Salaries and Wages paid to and Employer-paid Health Care Benefits provided to employees who performed Qualified New Jobs during the applicable year by quarter;

(5) A certification by an authorized officer of the Company that the information provided in the Certificate Application is accurate;

(6) The total capital investment related to the Project for the applicable year; and

(7) Any other information reasonably related to determining the MEGA Tax Credit.

(d) Within 90 days of its receipt of the Certificate Application, the MEGA, and the Office of the Chief Compliance Officer, shall determine whether the requirements of this Agreement and the Act have been met and if so, will calculate the amount of the MEGA Tax Credit and issue a Tax Credit Certificate to the Company.

(e) For each year during the Term, the Company must submit a completed Certificate Application even if the requirements described in Section 5.0 are not satisfied for that year. If the Company does not satisfy the requirements in Section 5.0 for a particular year, the MEGA will not issue a Tax Credit Certificate for that year and one year of the MEGA Tax Credit is forfeited. The Company, however, will continue to be eligible for the MEGA Tax Credit in any remaining years of the Term in which the requirements of Section 5.0 are met subject to Section 8.0(a).

(f) The Company shall not use Social Security Numbers for documentation purposes at any time. Documents containing Social Security Numbers may not be used to satisfy any of the reporting requirements contained in this Agreement and the MEDC will destroy any documents provided by the Company that contain Social Security Numbers.

8.0 ADJUSTMENT, REDUCTION OR TERMINATION OF CREDITS

(a) If the Company does not initially satisfy the conditions described in Section 4.0 by December 31, 2013, this Agreement is void, the Company no longer qualifies as an authorized business, and no MEGA Tax Credits are, or will be, authorized under this Agreement.

(b) The Company's failure to comply with any provision of this Agreement, other than as a result of a clerical or technical error which is corrected upon its discovery, may result in revocation of the Company's designation as an authorized business or in the reduction or loss of any MEGA Tax Credits for which a Tax Credit Certificate has not been issued.

(c) A MEGA Tax Credit is subject to adjustment in any year following the year in which a Tax Credit Certificate is issued if the MEGA finds that the information on which the Tax Credit Certificate was based was incorrect or cannot be verified.

(d) If the MEGA determines that the Company misrepresented information in order to qualify for, or increase the amount of, a MEGA Tax Credit, the MEGA may revoke the Company's designation as an authorized business and shall notify the Michigan Department of Treasury of the revocation. The State of Michigan may require repayment of any MEGA Tax Credits received by the Company, plus a ten percent penalty, as a result of a misrepresentation.

(e) If the MEGA determines that the Company is not in material compliance with any rule or regulation of any Department of the State of Michigan including, but not limited to, the Department of Energy, Labor, and Economic Growth, the Department of Natural Resources and Environment, or the Department of Treasury, the MEGA may withhold the Tax Credit Certificate until the issue is resolved or until the MEGA is satisfied that the Company has taken the appropriate steps to resolve the issue.

(f) Prior to taking any adverse action against the Company under this Section, the MEGA shall provide the Company with written notice of its intended action and the basis for that action. The Company shall have a reasonable opportunity to respond, as identified in the notice.

9.0 REPAYMENT PROVISIONS

Should a Relocation occur, the following shall apply:

(a) If the Relocation occurs on or before the end of the fourth year from the year in which the Company first receives a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the company shall repay 100 percent of the total amount of the MEGA Tax Credit received;

(b) If the Relocation occurs after the end of the fourth year and on or before the end of the seventh year from the year in which the Company first receives a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the Company shall repay up to 50 percent, as determined by MEGA, of the total amount of the MEGA Tax Credit received; and

(c) If the Relocation occurs within 12 months after the end of the seventh from the year in which the Company first receives a MEGA Tax Credit under Section 3.0 and Schedule A of this Agreement, the Company shall repay up to 50 percent, as determined by MEGA, of the total amount of the MEGA Tax Credit received.

This Section shall survive the termination of this Agreement.

10.0 MISCELLANEOUS

(a) *Reporting.* The Company shall provide the MEGA with information regarding its MEGA Tax Credit as the MEGA may reasonably require. The Company shall meet annually, at a mutually agreed upon time and location, with a Michigan Economic Development Corporation representative.

(b) *Assignment of MEGA Tax Credit.* The MEGA Tax Credit described in this Agreement shall not be transferred or assigned provided, however, that in the event of a merger a Person acquires all or substantially all of the assets or stock of the Company in Michigan after the Effective Date, the MEGA shall authorize the transfer of the Company's rights under this Agreement to that Person if:

(1) The Person agrees in writing to assume all of the duties and responsibilities of the Company under this Agreement; and

(2) The MEGA determines that the transfer is consistent with and will serve the purposes of the Act.

(c) *Severability.* If any clause, provision, or section of this Agreement is held invalid by any court, the invalidity of that clause, provision, or section shall not affect the remaining clauses, provisions, or sections of this Agreement and this Agreement shall be construed and enforced as if such invalid clause, provision, or section had not been contained in this Agreement.

(d) *Notices.* All notices or other communications provided in connection with this Agreement shall be deemed received when delivered, if delivered by registered or certified mail, postage prepaid, return receipt requested, or by messenger or professional courier service, addressed as follows:

TO MEGA: Michigan Economic Development Corporation
Michigan Economic Growth Authority
300 North Washington Square
Lansing, Michigan 48913
ATTN: MEGA Board Secretary
E-mail address: mega-admin@michigan.org

TO Company: Tenneco Automotive Operating Company, Inc.
3901 Willis Road
PO Box 157
Grass Lake, MI 49240
ATTN: Joseph P. Czarnecki, Vice President of North American Emission
Control Manufacturing
E-mail address: JCzarnecki@Tenneco.com

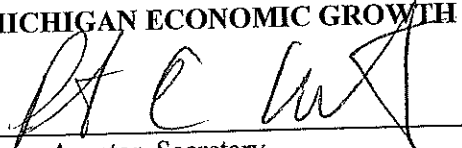
General Counsel, Tenneco Automotive Operating Company Inc.
500 North Field Drive
Lake Forest, IL 60045
Fax: 847-482-5040

(e) *Entire Agreement and Amendment.* Subject to the Act, this Agreement, including the attached Schedules, is the entire agreement between the Parties with respect to the subject matter described herein and supersedes any previous agreements. This Agreement may not be amended without the written consent of the Parties.

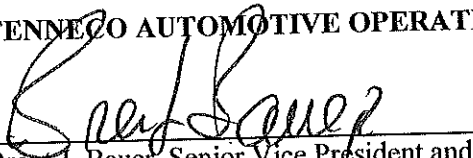
(f) *Captions.* The captions in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

(g) *Interpretation.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

MICHIGAN ECONOMIC GROWTH AUTHORITY


Peter Anastor, Secretary

TENNECO AUTOMOTIVE OPERATING COMPANY, INC.


Brent J. Bauer, Senior Vice President and General Manager
North American Original Equipment Emission Control

Tenneco Automotive Operating Company, Inc.
Schedule A
Minimum Employment and Wage Levels to Qualify for the MEGA Tax Credits

Year of Credit	Company's Tax Year Ending December 31	Minimum # of Qualified New Jobs Created/Maintained	Minimum Average Weekly Wage	Minimum Base Employment Level
1	2011*	50	\$722	1,461
2	2012	50	\$722	1,461
3	2013	50	\$722	1,461
4	2014	50	\$722	1,461
5	2015	50	\$722	1,461
6	2016	50	\$722	1,461
7	2017	50	\$722	1,461

*Should the Company elect to advance the scheduled years of the MEGA Tax Credit, as permitted under Section 3.0(b) of the Agreement, the Company's Tax Year Ending years listed on this table shall be considered advanced, accordingly.

**Tenneco Automotive Operating Company, Inc.
Schedule B**

Tenneco Automotive Operating Company, Inc. certifies that:

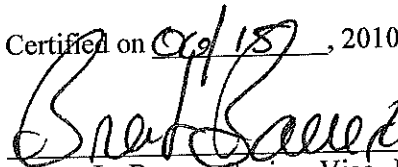
(1) It will follow a competitive bid process, open to all Michigan residents and firms, for the construction, rehabilitation, development or renovation of the Facility, and that it will not discriminate against any contractor on the basis of its affiliation or non-affiliation with any collective bargaining organization.

(2) It will make a good faith effort to employ, if qualified, Michigan residents at the Facility.

(3) It will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop or renovate the Facility.

(4) It is encouraged to make a good faith effort to utilize Michigan-based suppliers and vendors when purchasing goods and services.

Certified on 09/15, 2010



Brent J. Bauer
Brent J. Bauer, Senior Vice President and General
Manager
North American Original Equipment Emission Control

Certificate Number
00-641-10

Initial Tax Credit Certificate
Tenneco Automotive Operating Company, Inc.

Issued this 17 date of June, 2010, by the

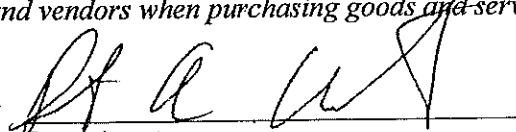
Michigan Economic Growth Authority

To *Tenneco Automotive Operating Company, Inc.*, Employer Identification Number [REDACTED] an
Authorized Business pursuant to Public Act 24 of 1995, as amended.

The MEGA Authorizes to *Tenneco Automotive Operating Company, Inc.* a MEGA Tax Credit of 75
percent for seven consecutive years, beginning with the Company's Tax Year ending on December 31,
2011, under Section 431 of Public Act 36 of 2007.

The Michigan Legislature encourages recipients of MEGA Tax Credits to make a good faith effort to use
Michigan-based suppliers and vendors when purchasing goods and services.

By:



Peter Anastor
Secretary of the MEGA Board