B

RFP Response

Sale of the Michigan State Fair Grounds

July 18, 2012

Development Submission

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Details of Proposed Development

Detroit is a proud and vibrant city with a rich history of economic successes. Recognizing that the sale of the former Michigan State Fairground property (MSFG) is another opportunity for success, we have assembled a team of individuals with extensive experience developing housing, retail, entertainment and mixed use properties. Our proposal is to develop the Michigan State Fairground property into an economically transformative destination for living, shopping and entertainment in the City of Detroit.

We propose a dynamic plan to transform the former Michigan State Fair grounds into a catalyst of regional economic growth.

A Design Narrative

The Michigan State Fairground is steeped in the memories of generations of Detroiters and Michiganders, who attended the Fair over many decades.

Its pivotal location along the Woodward Corridor, on Detroit's northern boundary, adjacent to Ferndale and the Metro towns to the north, creates an ideal potential to serve as a destination to the populations to the north and south, and bridging the '8 Mile' divide.

Historical Context and Heart of the Development

Our Proposal Concept acknowledges the historic context and identity in the collective memory of the community and values it as a site asset. It immediately imbues the project with a "sense of place". Certain selected landmark elements on the site have therefore been identified for preservation, renovation, and reincorporation in the exciting new development.

Building on this basis of memory and tradition, a carefully designed blend of potential uses at this strategic location will reactivate this site as a renewed Detroit beacon, another symbol of the groundswell of a re-emerging Detroit.

The "Districts Diagram" attachment reveals the underlying organization of the anticipated uses, into zones of use types, while the "Site Plan" attachment provides the proposed urban layout, with more specific detail relative to street layout, building types, parking, recreational community areas and public parks.

At the very heart of the site is the imposing, existing 'Coliseum', a significant icon in terms of its high visibility and architectural image, associated with memories of the State Fair. It faces onto an established park, with impressive old growth trees. Preservation of these elements establishes a core, rooted in the tradition of the site.

The Coliseum has the potential to be re-purposed for a variety of public or business uses. Particularly appealing is the idea of a creative interior build-out as an Incubator Center

for new and emerging business endeavors. This adaptive re-use would provide the support and infrastructure for business start-ups, guiding them through the critical transformation from 'idea' to 'viable company'. This function would contribute to Detroit's economic activity in reality, but further, it is symbolically a metaphor for the rebirth of the both the Site and the City.

Associated uses include seminars and small conferences, including the potential for hosting business retreats, where companies could develop their employees through motivational and team-building programs.

The adjacent 'Joe Dumars Fieldhouse', echoing the historic architectural imagery of the Coliseum, and providing complementary recreational opportunities for the above-mentioned business uses and the community, is envisaged as a participant in the proposed new development.

Preservation and enhancement of the "Central Park", provides a green, shady lung at the heart of the site, and in addition establishes the focus of a network of pedestrian boulevards, pocket parks and public spaces that ensure a pedestrian-friendly environment, with a continuum of green space threading throughout the site.

South of the central parks and adjacent to each other are two further iconic landmarks, the original Bandshell and the cable-suspended 'Dodge' Automotive Pavilion. Retaining these elements provides the anchor to an open air community facility, for local music, neighborhood events, and promotions.

The new infrastructural layout is strongly based on the existing street grid of the site, capturing potential cost advantages, and also capturing the memories associated with the historic street names.

Connectivity to the Neighboring Urban Fabric

The discussion above relates to the history and heart of the site, but a priority for achieving successful integration with the surrounding neighborhoods and urban fabric is the careful consideration of how the site edges engage the adjacent context.

Eight Mile Road, the Northern boundary:

- Establish a strong retail presence, with restaurant outlots and major retail tenants, enjoying excellent visibility from the high traffic Eight Mile artery.
- Reinforce the retail zone initiated by the 'Gateway project', already under construction.
- Complement the existing activities along this metropolitan commercial corridor.
- Easy primary access at the existing traffic turn-around, and onto 'Blue Ribbon Blvd', leading to the heart of the site.
- Secondary access directly to out lots.

Woodward Avenue, the Western boundary:

- Ideally suited to mixed use development, with high visibility and convenient access off Woodward to the first floor retail and business functions.

- Two to three floors of residential or office accommodation, above the first floor, enjoy views over the site to the east or the densely forested Woodlawn cemetery to the west.
- Primary vehicular access at the existing 'Great Lakes Blvd' entry, proceeding along a retail-lined boulevard towards the heart of the site, with a focal termination at the proposed Luxury Theater Complex, a prime destination, attracting patrons from towns north and south of the site. The theater completes the Entertainment, Business and Public core of the site, arrayed around the central park.
- Existing transit station, providing a bus terminus, serving the site.
- Pedestrian boulevard entering the site at the south west corner, originating at a new public plaza area, where an urban signage pylon will announce the redeveloped historic Detroit landmark site.
- The existing DNR pocket park will vacate its location on Woodward, but its purpose as a public green zone will be served by the significant network of parks and public recreational areas planned for the body of the site.

State Fair Road, the Southern boundary:

- Residential zone, incorporating Multi-family Townhomes and a Senior Living Complex, extends from east of the Bandshell to the new recreation park at the East end of the site.
- The recreation park provides a natural green buffer zone between the railway and the residential zone. It incorporates space for outdoor living for the residential population, including retention/detention ponds, trails, a community pavilion, gazebos and sports activities.
- Potential for connectivity with the existing residential neighborhood and senior living community on the south side of State Fair Road.
- Immediately north of the residential zone is the vibrant Public Market, housing a permanent meat and produce market, with facility for arts and crafts fairs, flea markets, antique shows and similar events. It's directly accessible to the residents and forms a transition zone to the entertainment, business and retail center of the site.

Chicago-Detroit-Pontiac, Canada Railway, the Eastern boundary:

- Develop a train station, providing railway access to the site, adding a further mode of transport connectivity to the metropolitan area, and activating the fourth side with a further entry point.
- Major retail backs onto the railway line at the northern end, shielding the site, and concealing the service activity supporting the retail function.

Creating Jobs

The size of the MSFG, along with scale and scope of our project which includes retail, housing and mixed use developments, the number of jobs and the type of jobs created are an estimation based on previous developments. Potential jobs created include retail, construction, building maintenance, property management, security and food service.

Pay range and job classifications are variables. For example, the adjacent mixed retail development located at 8 Mile and Woodward, the Detroit Gateway Marketplace project is 350,000 square feet of mixed retail space. Their estimated numbers for retail jobs is 900 full and part time retail positions. Using these estimates, retail space is one job per 389 square feet of retail space. Our retail, housing and mixed use proposed project is roughly in excess of 500,000 square feet which translates into 1,300 or more retail jobs, building maintenance and management jobs, including part time and full time positions.

Jobs created within the development would range as follows:

- Retail and service positions will be part-time jobs, pay range is $9.50 -15.00 per/hr. hour. Building maintenance and building leasing positions range from $12- 25.00 per/hr. These would be considered permanent positions.

- Management retail positions will be full-time positions, these would be considered salaried employees, pay in the range of $36,000-125,000 per/yr depending on the type of retail. Building management positions will range $24,000-75,000 per/yr depending on the residents per building, are also considered permanent positions.

- Based upon this model, part-time and full-time jobs will fall within this pay range. Our proposal will provide a significant job creation plan along with a significant economic impact locally within Detroit's communities.

- Our project will create substantial and considerable full time construction jobs of approximately 600 workers onsite and another 600 offsite workers for fabrications, structural steel, etc. Additional 600 or more jobs would be from specific trades such as Electricians, Plumbers, Carpenters, Glazers and Roofers. Each trade will be eligible for pay based upon agreed to terms under the General Contractor agreement.

- These jobs will include initial demolition projects for some of the existing structures which includes both structural demolition and refurbishing select buildings. Because of the age and condition of the MSFG property, updated utilities, improved infrastructures, water and sewer systems, effective and efficient road redesign including an emphasis on pedestrian pathways be designed, contracted and completed.

New Taxes

Estimated tax revenue generated by our project is based on a general calculation of yearly store sales divided by square footage. As an example, a 75,000 square foot store with 5MM in sales per/yr generates $300,000 in State sales tax revenue. Using the same calculation, our project has available over 500,000 square feet of mixed use retail, with estimate revenues of approximately 33MM per year with a total of 1.98MM possible State sales tax revenue. Property taxes on the MSFG are an unknown based on an assessment of the property in current value terms. Local taxes, county taxes and any other types of tax revenue generated based upon the completion of the development is gross taxation would be based on projected stabilized market value of the project multiplied 50% multiplied by the millage rate of the City.

Sources and Uses Statement

The members of the development team will provide the required equity for the Project. Additional funding will be provided by conventional commercial bank credit and bond financing.

Project Timing and Completion Schedule

The development will be constructed in sequenced, specific and timely phases. The first phase involves the northeast section of the property, along 8 mile. This includes the 'Big Box' retail and Movie Theatre as well as smaller restaurants along the 8 mile corridor. Including the Amtrak station, located just south of the retail phase development. Construction will begin simultaneously on the Senior Housing and Multi family housing. Our construction would include an upgrade to the Mass Transit Hub located on the Woodward side of the property. The next phase of the project would be the remaining central and west pieces of the property. Ultimately, the northwest side of the property would be developed along north and south of the main access road leading east through the property from Woodward.

All road, pedestrian pathways, bike lanes and infrastructure will begin immediately following demolition and infrastructure updates and repair. The entranceway from Woodward, this will coincide with initial Phase of the project. Each main entry point will be completed at the outset of the project to allow for the greatest access to the property.

We have attached -4- sample bid sheets, work schedules and hour estimates for each Phase of our proposal.

See attached documentation.

Div	BID PACKAGES	SQUARE FOOTAGE	Unit	TRADE HOURS / SF	TOTAL TRADE HOURS	AVG. CREW SIZE	DAYS OF WORK
2	Site Work	355000	sf	0.006	2,130	6	44
3	Foundations	355000	sf	0.030	10,650	15	89
	SOG & Elevated Flr Slabs	355000	sf	0.025	8,875	10	111
4	Masonry - Exterior	355000	sf	0.130	46,150	20	288
	Masonry - Interior				0		
5	Structural Steel	355000	sf	0.025	8,875	10	111
	Misc Metals				0		
6	Carpentry	355000	sf	0.045	15,975	7	285
7	Combine Façade (Div 4, 7, 8 & 9)				0		
	Damproofing				0		
	Metal Wall Panels				0		
	Roofing	355000	sf	0.020	7,100	10	89
8	Overhead Coiling Doors				0		
	Windows, Curtain Walls Etc.	355000	sf	0.025	8,875	6	185
	Glass & Glazing - Interior				0		
9	MS, Drywall & Acoustic				0		
	Flooring Combinations				0		
	Carpeting				0		
	Vinyl Tile				0		
	Terrazzo				0		
	Resinous Flooring (2 - coat)				0		
	Gymnasium Wood Floor				0		
	Painting				0		
10	Building Specialties				0		
11	Equipment				0		
12	Furnishing				0		
13	Special Construction				0		
14	Conveying Equipment				0		
15	Mech - HVAC & Plumbing	355000	sf	0.040	14,200	6	296
	Mech - Plumbing & Hydronic				0		
	Mech - HVAC Only				0		
	Fire Protection	355000	sf	0.010	3,550	3	148
16	Electrical	355000	sf	0.050	17,750	7	317
	TOTALS	355,000			144,130		

Total Building SF	=	355,000	=	59	Avg Head Count
Density (1,000 - 20,000)		6000		107	Peak Head Count
Avg Head Count (Thrs/Month)	59	173	=	10236	Thrs/Month
Total Project Tradehours	=	144,130	=	14.08	Months
Tradehours/Month		10,236			
Tradehours/SF	=	144,130	=	0.41	Thrs/SF
		355,000			

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Div	BID PACKAGES	SQUARE FOOTAGE	Unit	TRADE HOURS / SF	TOTAL TRADE HOURS	AVG. CREW SIZE	DAYS OF WORK
2	Site Work	160000	sf	0.006	960	6	20
3	Foundations	160000	sf	0.030	4,800	15	40
	SOG & Elevated Flr Slabs	160000	sf	0.025	4,000	10	50
4	Masonry - Exterior	160000	sf	0.130	20,800	20	130
	Masonry - Interior				0		
5	Structural Steel	160000	sf	0.025	4,000	10	50
	Misc Metals				0		
6	Carpentry	160000	sf	0.080	12,800	10	160
7	Combine Façade (Div 4, 7, 8 & 9)				0		
	Damproofing				0		
	Metal Wall Panels				0		
	Roofing	160000	sf	0.030	4,800	10	60
8	Overhead Coiling Doors				0		
	Windows, Curtain Walls Etc.	160000	sf	0.020	3,200	6	67
	Glass & Glazing - Interior				0		
9	MS, Drywall & Acoustic	160000	sf	0.180	28,800	16	225
	Flooring Combinations	160000	sf	0.030	4,800	6	100
	Carpeting				0		
	Vinyl Tile				0		
	Terrazzo				0		
	Resinous Flooring (2 - coat)				0		
	Gymnasium Wood Floor				0		
	Painting	160000	sf	0.040	6,400	8	100
10	Building Specialties	160000	sf	0.006	960	4	30
11	Equipment	160000	sf	0.006	960	4	30
12	Furnishing	160000	sf	0.006	960	4	30
13	Special Construction				0		
14	Conveying Equipment				0		
15	Mech - HVAC & Plumbing	160000	sf	0.140	22,400	14	200
	Mech - Plumbing & Hydronic				0		
	Mech - HVAC Only				0		
	Fire Protection	160000	sf	0.030	4,800	4	150
16	Electrical	160000	sf	0.140	22,400	14	200
	TOTALS	160,000			147,840		

Total Building SF	=	160,000	=	64	Avg Head Count
Density (1,000 - 20,000)		2500		115	Peak Head Count
Avg Head Count (Thrs/Month)	64	173	=	11072	Thrs/Month
Total Project Tradehours	=	147,840	=	13.35	Months
Tradehours/Month		11,072			
Tradehours/SF	=	147,840 / 160,000	=	0.92	Thrs/SF

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Div	BID PACKAGES	SQUARE FOOTAGE	Unit	TRADE HOURS / SF	TOTAL TRADE HOURS	AVG. CREW SIZE	DAYS OF WORK
2	Site Work	160000	sf	0.006	960	6	20
3	Foundations	160000	sf	0.030	4,800	15	40
	SOG & Elevated Flr Slabs	160000	sf	0.025	4,000	10	50
4	Masonry - Exterior	160000	sf	0.130	20,800	20	130
	Masonry - Interior				0		
5	Structural Steel	160000	sf	0.025	4,000	10	50
	Misc Metals				0		
6	Carpentry	160000	sf	0.045	7,200	7	129
7	Combine Façade (Div 4, 7, 8 & 9)				0		
	Damproofing				0		
	Metal Wall Panels				0		
	Roofing	160000	sf	0.020	3,200	10	40
8	Overhead Coiling Doors				0		
	Windows, Curtain Walls Etc.	160000	sf	0.025	4,000	6	83
	Glass & Glazing - Interior				0		
9	MS, Drywall & Acoustic				0		
	Flooring Combinations				0		
	Carpeting				0		
	Vinyl Tile				0		
	Terrazzo				0		
	Resinous Flooring (2 - coat)				0		
	Gymnasium Wood Floor				0		
	Painting				0		
10	Building Specialties				0		
11	Equipment				0		
12	Furnishing				0		
13	Special Construction				0		
14	Conveying Equipment				0		
15	Mech - HVAC & Plumbing	160000	sf	0.040	6,400	6	133
	Mech - Plumbing & Hydronic				0		
	Mech - HVAC Only				0		
	Fire Protection	160000	sf	0.010	1,600	3	67
16	Electrical	160000	sf	0.050	8,000	7	143
	TOTALS	160,000			64,960		

Total Building SF	=	160,000	=	36	Avg Head Count
Density (1,000 - 20,000)		4500		64	Peak Head Count
Avg Head Count (Thrs/Month)	36	173	=	6151	Thrs/Month
Total Project Tradehours	=	64,960	=	10.56	Months
Tradehours/Month		6,151			
Tradehours/SF	=	64,960	=	0.41	Thrs/SF
		160,000			

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Div	BID PACKAGES	SQUARE FOOTAGE	Unit	TRADE HOURS / SF	TOTAL TRADE HOURS	AVG. CREW SIZE	DAYS OF WORK
2	Site Work	160500	sf	0.006	963	6	20
3	Foundations	160500	sf	0.030	4,815	15	40
	SOG & Elevated Flr Slabs	160500	sf	0.025	4,013	10	50
4	Masonry - Exterior	160500	sf	0.130	20,865	20	130
	Masonry - Interior				0		
5	Structural Steel	160500	sf	0.025	4,013	10	50
	Misc Metals				0		
6	Carpentry	160500	sf	0.045	7,223	7	129
7	Combine Façade (Div 4, 7, 8 & 9)				0		
	Damproofing				0		
	Metal Wall Panels				0		
	Roofing	160500	sf	0.020	3,210	10	40
8	Overhead Coiling Doors				0		
	Windows, Curtain Walls Etc.	160500	sf	0.025	4,013	6	84
	Glass & Glazing - Interior				0		
9	MS, Drywall & Acoustic				0		
	Flooring Combinations				0		
	Carpeting				0		
	Vinyl Tile				0		
	Terrazzo				0		
	Resinous Flooring (2 - coat)				0		
	Gymnasium Wood Floor				0		
	Painting				0		
10	Building Specialties				0		
11	Equipment				0		
12	Furnishing				0		
13	Special Construction				0		
14	Conveying Equipment				0		
15	Mech - HVAC & Plumbing	160500	sf	0.040	6,420	6	134
	Mech - Plumbing & Hydronic				0		
	Mech - HVAC Only				0		
	Fire Protection	160500	sf	0.010	1,605	3	67
16	Electrical	160500	sf	0.050	8,025	7	143
	TOTALS	160,500			65,163		

Total Building SF	=	160,500	=	36	Avg Head Count
Density (1,000 - 20,000)		4500		64	Peak Head Count
Avg Head Count (Thrs/Month)	36	173	=	6170	Thrs/Month
Total Project Tradehours	=	65,163	=	10.56	Months
Tradehours/Month		6,170			
Tradehours/SF	=	65,163	=	0.41	Thrs/SF
		160,500			

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Highest value to State, Local Communities

With our proposed development plan, the value for both state and the local communities is the realization of an economic expansion taking place within an area void of opportunity for so many Detroit residents. Our value is the ability to revitalize the Michigan State Fairground property into a destination for living, for shopping and for entertainment. Our plans are to bring smart retail options, current and modern housing choices and a variety of entertainment opportunities that are available to other communities around the state and found throughout the country. The proposal, our team of developers, our financial resources combined with our determination provides both State officials and community members with a substantial proposal that can be successful. Our experience developing properties with the ability to execute our proposals effectively will provide remarkable amount of creditability between the business sector and the communities in Detroit as an opportunity for current growth and future business expansion. This development moves from talking about what could possibly happen in Detroit, to a discussion about what will happen in Detroit and how we will get there as a Community, a City and as a State.

Summary

Detroit is a proud and vibrant city with a rich history of economic successes. Recognizing that the sale of the former Michigan State Fairground property (MSFG) is another opportunity for success, we have assembled a team of individuals with extensive experience developing housing, retail, entertainment and mixed use properties. Our proposal is to develop the Michigan State Fairground property into an economically transformative destination for living, shopping and entertainment.

We propose a dynamic plan to transform the former Michigan State Fair grounds into a catalyst of regional economic growth. Our proposal is not only about Detroit, but extends regionally; re-establishing the vital economic link to Detroit and its metropolitan neighbors. Our proposal for development underscores a basic framework to identify, compliment and connect to the existing economic revitalization taking place within the City of Detroit, the Metropolitan region and throughout the State of Michigan.

DNR/Amtrak/Remaining Structures

The DNR pocket park located along the western boundary at Woodward and State Fair Drive will be kept and incorporated into the existing plan. We propose to update the features and the redesign of the parcel of park as part of our overall development proposal.

Our proposal includes an Amtrak commuter/rail station located along the eastern edge of the property. A modern designed rail station will be an integral part of the entire plan by allowing the passengers of the Amtrak rail service safe and convenient access to the station and parking options that currently do not exist. Our development team and architects will engage the appropriate governing parties to craft a safe, inviting rail station to utilize the train service that provides travel options throughout Detroit, Michigan and the continental United States and Canada.

All structures with the exception of the Coliseum, the Joe Dumar's Field house, the State Fair Band shell and the Dodge pavilion will be demolished and removed from the site. With the history and nostalgia associated with the Fairgrounds, our development team has determined that the aforementioned structures deserve to remain and evolve into the redevelopment of the property itself. Our design utilizes their characters, features and architecture elements within the development.

Michigan Land Bank
Fast Track Authority

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State of Michigan
LAND BANK FAST TRACK AUTHORITY

300 NORTH WASHINGTON SQUARE
LANSING, MICHIGAN 48913

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Executive Director

REQUEST FOR PROPOSALS

STATE OF MICHIGAN
LAND BANK FAST TRACK AUTHORITY

MICHIGAN STATE FAIRGROUNDS PROPERTY

RFP-Doc-MSF01

May 18, 2012

REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

This Request for Proposals (RFP) is issued by the State of Michigan by its Land Bank Fast Track Authority (MLB). The MLB is the sole point of contact with regard to the receipt of Proposals and Questions and Answers during the RFP process. MLB is the only agency authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the "Project").

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit 15 copies of each of the following (collectively, the "Proposal Package"):

- Development Proposal;
- Financial Proposal, including Offer to Purchase Real Property;
- Conflicts of Interest Disclosure (if applicable);
- Signed Release, Waiver of Liability, and Covenant Not to Sue form;
- Signed Purchaser's Acknowledgement;
- Completed Civil and Criminal Background Check Consent Forms.

IMPORTANT STAGE 1 DATES

Wednesday, June 13, 2012, at 10:00 a.m. – Mandatory Property Site Inspection. Please contact Jill Robinson by email at landbank@michigan.gov with the subject "FAIRGROUNDS INSPECTION." to register for the inspection. Bidders are required to attend the site inspection. Questions will not be accepted at the Property Site Inspection.

Wednesday, July 11, 2012, by 3:00 p.m.: Questions from potential Bidders are due via email to contracts&grants@michigan.org. Please note: To maintain anonymity of the Development Proposal the MLB has contracted with the Michigan Economic Development Corporation (MEDC) to receive and process the incoming Proposals. The MEDC Contracts and Grants Unit (C&G) is the sole point of contact with regard to the receipt of Questions and Answers during the RFP process until the Financial Proposals are opened. Neither the MEDC nor the MLB will respond to questions that are received after above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted. Responses will be posted on a regular basis to the MLB Website provided below.

Wednesday, July 18, 2012, by 2:00 p.m.: Proposal Packages due to the following address: State of Michigan Land Bank Fast Track Authority, Attn: FAIRGROUNDS RFP, 300 N. Washington Square, Lansing, MI 48913.

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REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

SECTION I - INTRODUCTION AND OVERVIEW

A. INTRODUCTION

The State of Michigan Land Bank Fast Track Authority (MLB) is soliciting proposals from qualified buyers/experienced developers interested in purchasing and developing (the "Project") certain real property owned by the State of Michigan and under the jurisdiction of the MLB, roughly located between 8 Mile Rd., to the north, West State Fair Ave. to the south; railroad tracks to the east; and Woodward Ave. to the west, in the City of Detroit, Wayne County, Michigan, and commonly known as the Michigan State Fairgrounds (the "Property"), and legally described in the attached Offer to Purchase Real Property (the "Offer").

The Property contains 157.47 +/- acres located at the southeast corner of Eight Mile and Woodward, in the City of Detroit, including 70+/- acres of unimproved land on the east side of the property and more than 20 buildings, mostly in fair to poor condition. The majority of the Property is zoned B-4, General Business. A small portion of the Property is subject to a long term lease. (Attachment E)

The conveyance of the Property will be by quitclaim deed and will provide for all of the following:

a. The Property cannot be used for a horse racing track, auto racing track, casino, railroad freight yard, jail, or prison.

b. If the Property is used for a horse racing track, auto racing track, casino, railroad freight yard, jail, or prison the state may reenter and repossess the Property, terminating the grantee's or successor's estate in that property.

c. If this state reenters and repossesses the property, the state is not liable to reimburse any party for any improvements made on the property or for any other amounts.

d. If the purchaser or any grantee develops any oil, gas, or minerals found on, within, or under the Property, the purchaser or any grantee will pay this state 1/2 of the gross revenue generated from the development of the oil, gas, or minerals.

e. The state reserves all aboriginal antiquities including mounds, earthworks, forts, burial and village sites, mines, or other relics lying on, within, or under the property with power to this state and all others acting under its authority to enter the property for any purpose related to exploring, excavating, and taking away the aboriginal antiquities.

B. AVAILABLE DOCUMENTS

The following background and information documents are available on-line at the MLB's website: www.michigan.gov/landbank (click on the "Fairgrounds" link) (hereinafter "MLB's Website"):

1. General Information
   - 2012 PA 74 (Legislation authorizing the sale of the Property)
   - 2012 PA 75 (Legislation authorizing the sale of the Property)
   - General Site Map
   - Survey and Description
   - Zoning Summary
   - Bus turnaround agreements
2. Active Leases
   - Fieldhouse LLC Lease
   - Fieldhouse LLC Lease - Exercised Option
3. Asbestos and Lead Paint Summary
   - Page 1-294
4. Phase I Environmental Report
   - Page 1-212
5. Phase II Environmental Report
   - Page 1-114
6. Title Work
   - Title Insurance
   - Exception 1-11
7. City of Detroit Master Planning Documents
   - Specific to State Fairgrounds - Master Plan of Policies – Cluster 1
   - Land Use and Transportation Definitions
   - Master Planning Maps
8. City of Detroit Design Standards and Guidelines
9. National Historic Designation

SECTION II - RFP PROCESS AND TERMS AND CONDITIONS

A. MINIMUM QUALIFICATIONS

Bidder must meet all of the following minimum qualifications at time of Proposal submission to be considered:

a. $5 Million in Liquidity.
b. $25 Million in net worth (all sources).
c. Successful delivery of three projects similar in scale, scope, and content of Proposal.
d. Successful delivery of one project with no less than $50 Million in project capital.

B. PRE-BID MEETING/QUESTIONS

A Mandatory Property Site Inspection will be held Wednesday, June 13, 2012, at 10:00 a.m. Please contact Jill Robinson by email at landbank@michigan.gov with the subject "FAIRGROUNDS INSPECTION" to register for the inspection. Questions will not be accepted at the Property inspection. Questions from Bidders concerning the specifications in this RFP must be received via e-mail no later than Wednesday, July 11, 2012, by 3:00 p.m. Questions must be submitted by email to: contracts&grants@michigan.org.

C. PROPOSALS

The winning Proposal made to the MLB is irrevocable, except as set forth in Section 6 of the Offer with respect to Cancellation. The winning Bidder will be required to enter into a Development Agreement substantially comporting with its Proposal. The sale of the Property must be consistent with the terms and conditions required by 2012 PA 74 and 2012 PA 75.

Bidders must submit 15 copies of the Proposal Package, using the format provided in Section III of this RFP, by 2:00 p.m. Wednesday, July 18, 2012. No other distribution of proposals is to be made by the Bidder.

D. ECONOMY OF PREPARATION

Each Proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

E. QUESTION AND ANSWER PERIOD

Bidders may submit questions about this RFP to contracts&grants@michigan.org by 3:00 p.m. on July 11, 2012. To maintain anonymity, questions about this RFP must be made in writing and submitted electronically to contracts&grants@michigan.org with the subject "FAIRGROUNDS RFP QUESTION" Responses to all qualifying questions will be posted to the MLB Website. Bidders are encouraged to check this website periodically for responses and updates. Questions that are phoned, faxed or sent through regular mail will not be accepted. Neither the MEDC nor the MLB has any obligation to respond to questions received after 3:00 p.m. on July 11, 2012.

F. BIDDERS COSTS

Neither the MEDC nor the MLB is liable for any costs incurred by any Bidder prior to awarding of the Project and signing of the Development Agreement by all parties.

G. TAXES

The MLB may refuse to award the Project to any Bidder who has failed to pay any applicable taxes or if the Bidder has an outstanding debt to the State in default.

Except as otherwise disclosed in an exhibit to the Proposal, Bidder certifies that all applicable taxes are paid as of the date the Bidder's Proposal was submitted to the MLB and the Bidder owes no outstanding debt to the State.

H. CONFLICT OF INTEREST

The Bidder must disclose, in an exhibit to the Proposal, any possible conflicts of interest that may result from the award of the Project.

Except as otherwise disclosed in the Proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder's project manager(s), or its principals' business or financial interests ("Interests") if awarded this Project. In the event of any change in either Interests or the RFP, the Bidder will inform the MLB regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts must be resolved to the MLB's satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this Section, "conflict of interest" includes, but is not limited to, the following:

Giving or offering a gratuity, kickback, money, gift, or anything of value to a MLB official, officer, or employee with the intent of receiving a contract from the MLB or favorable treatment under a contract;

Having or acquiring at any point during the RFP process or during the Project, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder's performance of its duties and responsibilities to the MLB under the Development Agreement or otherwise create the appearance of impropriety with respect to the award or performance of the Project; or

Currently in possession of or accepting during the RFP process or the Project anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of the MLB will be influenced.

I. BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Bidder represents and warrants that it has not been a party to any contract with the State or any public body that was terminated within the previous five (5) years because the Bidder failed to perform or otherwise breached an obligation of such contract.

J. FALSE INFORMATION

If the MLB determines that a Bidder purposefully or willfully submitted false information in response to this RFP, the Bidder will not be considered for an award and any award of the Project may be rescinded.

K. DISCLOSURE

All Bidders should be aware that proposals submitted to the MLB in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the "Freedom of Information Act" (FOIA).

L. CHANGES IN THE RFP

Changes, corrections, and clarifications made to the RFP as a result of Bidder's qualifying questions or concerns or as determined necessary by MLB will be posted on the MLB Website. Neither the MEDC nor the MLB will respond to telephone inquiries or visitation by Bidders or their representatives.

If the initial proposal period does not produce a viable award recommendation, the MLB may, at its discretion, extend the proposal period until it receives a viable proposal. Timelines will be moved to correspond to the accepted proposal date. Notification of a proposal extension will be made on MLB's Website. The first qualifying proposal that is received and accepted will end any extension period.

M. RESERVATION OF MLB DISCRETION

Notwithstanding any other statement in this RFP, the MLB reserves the right to:

i. reject any and all Proposals;
ii. waive any errors or irregularities in the bidding process or in any Proposal;
iii. rebid the Project;
iv. reduce the scope of the Project and rebid or negotiate with any Bidder regarding the revised Project; or
v. defer or abandon the Project.
vi. change, correct, or clarify the RFP.
vii. award the Project to multiple Bidders. Bidders should prepare their Proposals in a manner that recognizes that only a portion of their proposal may be selected.

In addition to the other factors listed in Section IV, offers will be evaluated on the basis of advantages and disadvantages to the MLB that may result from making more than one award.

The award decision made by the MLB Board of Directors is final. Approval by the MLB Board of Directors does not constitute a contract. The award process is not completed until the Bidder receives a properly executed Development Agreement and Purchase Agreement.

Selected Bidders will be required to undergo civil and criminal background checks prior to the execution of any contract.

N. BID PROTEST PERIOD

If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest in writing by 3:00 p.m. within seven (7) calendar days from the date of the notice of award sent by the MLB. The written protest should include the RFP number, clearly state the facts believed to constitute an error in the award recommendation, and describe the desired remedy. Only the information provided within the protest period will be considered in arriving at a decision. The MLB is not required to take into consideration any material filed by any party after the protest deadline. The MLB Board of Directors or its designee will provide a written decision to the protesting party after investigating the matter or, if more information is needed, will schedule an informal meeting before issuing a decision. This decision is final.

To maintain the integrity of the procurement process and to ensure that procurements are received without undue delay, protests requesting a waiver of the following omissions and requirements cannot be granted:

- Failure of a Bidder to submit the Bid by the due date and time;
- Failure of a Bidder to provide samples, descriptive literature, or other required documents by the date and time specified;
- Failure of a Bidder to submit a protest within the time stipulated in the notice to award or as determined by the MLB.

In fairness to Bidders who meet specifications and to prevent delays in procurement, the MLB will not withdraw an award or re-evaluate Proposals when a protest maintains that the RFP specifications were faulty or that a Proposal exceeding specifications provided a better value than a winning Proposal.

O. JURISDICTION

In the event that there are conflicts concerning this RFP that proceed to court, jurisdiction will be in the Michigan Court of Claims if against the MLB and in the Ingham County Circuit Court in Ingham County Michigan for all other parties. Nothing in this RFP limits the rights and remedies of the MLB that are otherwise available.

SECTION III - PROPOSAL FORMAT

To be considered, each Bidder must submit a COMPLETE Proposal Package in response to this RFP using the format specified. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Bidder to be essential to a complete understanding of the proposal.

A. PROPOSAL SUBMITTAL

Proposal Packages must be received on or before Wednesday, July 18, 2012, by 2:00 p.m., at

State of Michigan Land Bank Fast Track Authority
Attn: FAIRGROUNDS RFP
300 N. Washington Square
Lansing, MI 48913

Proposals received after this date and time will not be accepted or considered.

Bidders must submit one package containing two separately sealed proposals, one for the Development Proposal and one for the Financial Proposal, as following:

Bidders must submit 15 written copies of its Development Proposal, including one clearly marked "ORIGINAL DEVELOPMENT PROPOSAL" and 15 written copies of its separately sealed Financial Proposal, including one clearly marked "ORIGINAL FINANCIAL PROPOSAL". The sealed proposals must be received in one package (Proposal Package) marked "PROPOSAL – MICHIGAN STATE FAIRGROUND PROPERTY."

The Proposal Package must also contain the Bidder's name and return address.

Proposal Packages may only be delivered via United States mail, courier service, or hand delivery. Electronic or facsimile proposals will not be accepted or considered. All information must be typewritten or entered in ink. Mistakes may be crossed out and all corrections inserted before submission of a Proposal Package. The person signing the Proposal Package must initial and date corrections in ink.

Failure to provide any of the information requested below may result in disqualification of your Proposal. The MLB reserves the right to request additional information pertaining to the Proposal Package or any other matters related to the RFP.

B. DEVELOPMENT PROPOSAL

DEVELOPMENT PROPOSAL MUST BE SEALED SEPARATE FROM FINANCIAL PROPOSAL. ANY PUBLICATION OR COMMUNICATION, INCLUDING COMMENTS TO THE MLB, PUBLIC, OR PRESS, THAT RENDERS A BIDDER'S DEVELOPMENT PROPOSAL NO LONGER ANONYMOUS BEFORE THE CLOSE OF STAGE 1 MAY RESULT IN THAT BIDDER'S PROPOSAL BEING DISQUALIFIED.

Development proposals must be kept anonymous and may not contain any information that would disclose the identity of the bidder. Failure to comply with this requirement may result in disqualification.

Development Proposals must contain the following information, tabbed in the order below:

1. Copy of this RFP;

2. Proposed development plan and schedule, including the following, if applicable:

   a. A detailed breakdown of the proposed development, including, but not limited to, type of development and specific use contained therein, timing of project completion and compliance with existing zoning regulations;

   b. The number of jobs that will be created by the proposed development, including specific information on the number and type of jobs (job classification, approximate wage range, direct/indirect temporary/permanent) created, and the timing of jobs in the market, both in terms of availability and duration;

   c. Project, with detail, the anticipated new taxes (property, income or other) that will be generated, if any, as a result of the development;

   d. A detailed sources and uses statement; and,

   e. Projected timing and completion schedule.

3. Bidder should indicate how the Proposal represents the highest value to the State and local community in terms of direct and indirect financial, economic and community benefits;

4. A summary of the development plan not exceeding two pages;

5. Bidder's Development Proposal must also address the following, either in the development plan or under a separate heading:

   a. The Department of Natural Resources (DNR) has a pocket park located along the Property's west boundary near Woodward and State Fair Avenue. Bidder must address if the DNR pocket park will be incorporated into the development; if the pocket park will not be incorporated into the development; or if the Bidder is willing to enter into an agreement with the DNR thereby allowing Bidder to take possession of the pocket park property and combine it with the Property.

   b. Bidder must address if a commuter rail/Amtrak station along the railroad tracks on the east side of the Property is feasible and whether Bidder plans to include a commuter rail/Amtrak station in its development plans. If Bidder does not include a commuter rail/Amtrak station in its development plans the MLB will retain an approximately 150 foot wide by 1000 foot long parcel along the west boundary of the railroad right of way.

c. Bidder must address how it will use the structures remaining on the Property and if it is not intending to use the remaining structures it must demolish any it will not be using as soon as possible after it is awarded the Project.

C. FINANCIAL PROPOSAL

Financial Proposal documents, including the Offer to Purchase Real Property, must be signed by the person(s) authorized to contractually bind the Bidder. Financial Proposals must contain original signatures.

Financial Proposals must include the following information, tabbed in the order below:

1. Bidder Information: Name, address, principal place of business, and telephone number of legal entity with whom the Agreement will be entered.

2. Organization and Year: Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Bidder and the year the entity was established.

3. RFP Contact: Name, title, address, e-mail address, and phone and fax numbers for Bidder's RFP contact.

4. Signed Release, Waiver of Liability, and Covenant Not to Sue Form (Attachment B).

5. Signed Purchaser's Acknowledgement (Attachment C).

6. Civil and Criminal Background Check Consent Form (Attachment D).

7. Provide the Purchase Price of Property as indicated on the attached Offer. Indicate whether there have been any revisions, deletions, and/or changes to the attached Offer and, if so, confirm that an Addendum has been attached.

8. Signed Offer to Purchase Real Property with attached property legal description, as included in this RFP, and Addendum, if applicable.

9. Earnest Money in the form of a cashier's or certified check in the amount of Twenty Five Thousand Dollars ($25,000) made payable to the State of Michigan must be submitted with the Financial Proposal, as security for the Offer to Purchase Real Property. The Earnest Money will be deposited by the MLB in a State account and will be applied at closing as a credit against the Purchase Price of the successful Bidder. No escrowing of the Earnest Money deposit will be accepted. Treatment of Earnest Money is more specifically defined in the attached Offer to Purchase Real Property. Earnest Money submitted by unsuccessful Bidders will be returned by certified mail, return receipt requested, and will be placed in the mail no later than three business days after the award of the Project.

10. Qualifications: Provide 3 example projects similar in scale, scope and content of Proposal. Include sufficient detail to demonstrate the relevance of this experience. Proposals

submitted should include, in this section descriptions of qualifying experience to include:

a. location of development;

b. description of the development;

c. development budget and sources and uses in final form;

d. was project delivered on time? If not, how late and what was the cause;

e. was the project delivered on budget? If not, discuss why and how the gap was resolved;

f. the name, title, address, and phone number of project references/customer references.

11. Evidence of Bidder's financial capacity to complete a project of the proposed size and scope, including:

a. proof of $5 Million in Liquidity at time of Proposal submission.

b. proof of $25 Million in net worth (all sources).

c. proof of at least one delivered project with no less than $50 Million in project capital.

d. REO schedule including occupancy, income proforma, debt and value for all outstanding projects.

e. 3 years audited financial statements of Bidder.

f. Most recent personal financial statement of owners with 20% or greater interest in Bidder.

g. Proof of relationship with investor pool consisting of a letter of interest by the investor along with supporting documentation that the investor has sufficient liquidity to support the letter of interest.

h. Bidder should discuss the strategy for accumulating capital for the Project and incorporate letters of interest, bank terms sheets, requests for incentives and public support, developer contributions, deferred hard costs if developer and contractor are related and any other supporting documentation which would help the MLB understand the ability of the Bidder to assemble the necessary capital.

i. Representation that the Bidder can meet the October deadline for providing a complete formal financial commitment necessary to execute the Project.

12. Past Performance: Please list any contracts that you have had with the State of Michigan in the last 10 years.

13. Contract Performance: Indicate if the Bidder has had a contract terminated for default in the last three years. Termination for default is defined as notice to stop performance which was delivered to the Bidder due to the Bidder's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and determined that the Bidder was in default. If no such terminations exist, the Bidder must affirmatively state this.

Note: If the Bidder has had a contract terminated for default in this period, the Bidder must submit full details including the other party's name, address, and phone number. The MLB will evaluate the facts and may, in its sole discretion, reject the proposal on the grounds of past experience.

14. Litigation Disclosure: Bidder must disclose any material criminal litigation, investigations or proceedings involving the Bidder (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must disclose to the MLB any material civil litigation, arbitration or proceeding to which Bidder is a party, and which involves: (i) disputes that are reasonably expected to adversely affect the viability or financial stability of Bidder or any Subcontractor hereunder; or (ii) a claim or written allegation of fraud against Bidder or, to the extent Bidder is aware, any Subcontractor hereunder by a governmental or public entity arising out of their business dealings with governmental or public entities. Any such litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") must be disclosed in a written statement in Bidder's Financial Proposal. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated as such. Information provided to the MLB from Bidder's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

15. An identical copy of the development plan summary provided in the Development Proposal.

Financial Proposal documents, including the Offer to Purchase Real Property, signed by persons on behalf of entities, other than for a natural person, must be accompanied by documents evidencing authority as follows:

a. Submissions by corporations or limited liability companies must be signed by a person with authority to bind the corporation or limited liability company and must be accompanied by a current certificate of good standing and certified copies of resolutions authorizing such submission, including the Offer to Purchase Real Property and in the case of an limited liability company, a copy of its operating agreement.

b. Submissions by municipalities or municipal entities must be signed by two officers with authority to bind the municipality or the municipal entity and must be accompanied by certified resolution authorizing the submission, including the Offer to Purchase Real Property.

c. Submissions by partnerships must be signed by the authorized partner and must be accompanied by a certified copy of the partnership certificate on file with the appropriate county clerk and a copy of the partnership agreement and any amendments in effect as of the date of submission.

d. Submissions by persons doing business under an assumed name must be accompanied by a certified copy of an assumed name certificate on file with the appropriate county clerk.

e. Submissions by one natural person on behalf of another natural person must be accompanied by a power of attorney which would be fully effective on the date of signature and irrevocable thereafter and which would authorize such action with regard to this specific transaction.

THE FINANCIAL PROPOSAL MUST BE IDENTIFIED AND SEALED SEPARATELY FROM THE DEVELOPMENT PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP.

SECTION IV - METHOD OF AWARD AND SELECTION CRITERIA

A. AWARD PROCESS

Proposals will be evaluated by the MLB Board of Directors and will be reviewed in a three-step process. The MLB may, in its sole discretion, convene an Award Recommendation Committee (ARC) based on the extent to which each proposal responds to the information requested by this RFP.

1. Stage One – Development Proposal Review

Development Proposals MUST remain anonymous until the selection for Stage Two is completed and the Financial Proposals are opened. Development Proposals will be evaluated for viability based on the following factors:

a. Type of development and specific use contained therein.

b. Timing of project completion.

c. Compliance with existing zoning regulations.

d. The number of jobs that will be created by the proposed development, including

i. job classification,
ii. approximate wage range,
iii. direct/indirect, temporary/permanent created
iv. timing of jobs in the market, both in terms of availability and duration, and
v. anticipated amount of taxes (property, income or other) that will be generated.

e. Direct and indirect financial, economic and community benefits.

f. **If** the Proposal includes mixed-use development, consideration will be given to the following:

i. is the layout and building mass, density, type(s), and scale appropriate to the geographic context of surrounding areas.
ii. does the use mix include commercial (office or retail), residential, greenspace(s) and if industrial is incorporated into a mix if integrated as a contributing element to the site activities.
iii. are residential units in the development mixed-income, with at least 25% of the units non-federally funded and market rate.
iv. does the mixed-use development meet walkable neighborhood thresholds as established by a referenced authoritative source and provide for a range of transportation options to residents and visitors.

2. Stage Two – Highest Value/Financial Ability

Only those Development Proposals selected by the MLB Board of Directors as viable will continue to Stage Two. Financial Proposals will be evaluated for viability based on the following factors:

a. The responsive and responsible Bidder who offers the highest value to the State of Michigan. Highest value will be determined by the overall beneficial impact the development will have upon the community, not just the amount of money offered for the purchase of the land, or the scope of any proposed development.

b. Financial Stability: The Bidders ability to purchase the property and adequately finance the development. The winning Bidder should NOT expect any state incentives. However, if Bidder is contemplating using incentives as part of its financing (e.g. Tax Increment Financing, Neighborhood Enterprise Zone, etc.) those must be clearly identified and such requests may influence the final award as it affects the state's return on investment.

c. Development history and ability. The Bidders ability to complete the proposed development based on its history, past performance, and successful completion of prior projects.

3. Stage Three – Due Diligence

The MLB Board of Directors will select up to three viable Proposals to be evaluated in Stage Three. The Bidders being evaluated in Stage Three will be required to provide MLB with sufficient information for the MLB to conduct due diligence on the viability and feasibility of the proposed Project by 3:00 p.m., October 22, 2012. MLB will request any supplemental information by November 5, 2012. Bidder must provide any requested supplemental information by 3:00 p.m., November 21, 2012. The required information will include, but is not limited to:

accommodations. The MLB will determine the agenda for the presentations. A list of Bidder participants and all presentation material including, but not limited to, overheads and handouts that should accompany the oral presentation, are the responsibility of the Bidder. The MLB will document or otherwise make arrangements for an official transcript of the oral presentation. This responsibility includes preparing written meeting minutes of the presentation and recording the questions asked by the MLB and the Bidder answers to those questions. All presentation materials and meeting minutes will be considered part of the Bidder's proposal. The MLB will schedule these presentations. The inability of a Bidder to meet a schedule for oral presentations may result in the Bidder's disqualification.

c. Past Performance: The MLB may evaluate the Bidder's prior performance with the State, and the prior performance information may be a factor in the award decision.

d. Financial Viability: In making an award decision, the MLB may evaluate the financial viability of any Bidder. The MLB may seek financial information from the Bidder and from third parties. If the MLB determines in its sole discretion that contracting with a Bidder presents an unacceptable risk to the MLB, the MLB reserves the right to not award a contract to that Bidder.

C. CONTRACT TERMS AND CONDITIONS

The Project – The Proposal selected will be subject to the terms and conditions of the Development Agreement and Purchase Agreement (collectively, the "Agreement") upon execution of the Agreement by the MLB and Bidder.

Award of Agreement – The MLB reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MLB, the MLB will award the Agreement considering price, value and quality of the bids.

SECTION V - BEST AND FINAL OFFER

If the selection process does not lead to a viable award recommendation, or if deficiencies are identified, MLB, at its discretion, may prepare a Deficiency Report and/or Clarification Request (DR/CR) for each Proposal determined to be in the competitive range. Bidders will be allowed to respond in writing to the DR/CR with a Best and Final Offer (BAFO). The BAFO may include changes to the original proposal, including alterations to the original price proposed. BAFOs must be submitted by the deadline established by MLB. After reviewing the BAFOs, MLB will reevaluate the proposals using the original evaluation method. If an alteration to the original published evaluation criteria is to be made, changes in the criteria will be published to all Bidders as part of the issuance of the DR/CRs.

Bidders will NOT be provided any information about other proposals or where the Bidder stands

in relation to others at any time during the evaluation process. Any request for such information will be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration. Requests for proposal information by a Bidder, its subcontractor, or an affiliated party before bid award may also result in disqualification. Bidders are cautioned to propose their best possible offer at the onset of the process, as there is no guarantee that any proposal will be allowed an opportunity to submit a BAFO.

REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

Attachment A

Offer to Purchase

OFFER TO PURCHASE REAL PROPERTY

THIS OFFER TO PURCHASE REAL PROPERTY (the "Offer") is entered into between _____, a _____, (the "Buyer"), and the State of Michigan Land Bank Fast Track Authority (the "Seller"). Buyer agrees to purchase from Seller the land, structures and improvements (the "Property") located in the City of Detroit, County of Wayne, State of Michigan, commonly known as the former Michigan State Fairgrounds, containing 157.47 acres, more or less, and legally described on the attached Exhibit 1, under the following terms and conditions:

1. Purchase Price. Buyer will pay to Seller the sum of _____ Dollars ($_____) at Closing. The Property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property.

2. Irrevocable Offer. This Offer is irrevocable except as set forth in Paragraph 6 with respect to cancellation during the Inspection Period.

> **2.1** The Seller, by executing the acceptance portion hereof and including the same in a response addressed to Buyer pursuant to Section 12. Notices, of this Offer, will cause this Offer, without further action of either party, to become a binding contract for the sale of Property.

3. Approvals. Notwithstanding any other provision of this Offer, Buyer acknowledges that sale of the Property must be approved by the State of Michigan Land Bank Fast Track Authority Board of Directors prior to Closing. Seller makes no representation that the State of Michigan Land Bank Fast Track Authority Board of Directors will approve this Offer.

4. Earnest Money. Upon execution of this Offer, the Buyer will deliver an earnest money deposit in the form of a cashier's or certified check in the amount of Twenty Five Thousand Dollars ($25,000) made payable to the State of Michigan (the "Earnest Money"). The Earnest Money will be credited to the Purchase Price at Closing. Buyer will not be entitled to any interest earned on the Earnest Money.

> **4.1** Upon acceptance of this Offer, Fifty percent (50%) is immediately non-refundable. Buyer acknowledges that the Earnest Money is deemed non-refundable and the Buyer will have no right, claim or interest in or to such Earnest Money. Buyer further acknowledges that the balance of the Earnest Money deposit will only be refundable under the conditions set forth in Section 6 and that the full amount of the Earnest Money is non-refundable as liquidated damages in the event of default or failure by Buyer to perform any of its obligations under the terms of this Offer. In the event that the State of Michigan Land Bank Fast Track Authority Board of Directors does not approve the transaction the Earnest Money will be returned in its entirety to the Buyer.

5. Closing. The Closing will occur at a location and time agreed upon by both the Seller and Buyer, not more than fifteen (15) calendar days after the State of Michigan Land Bank Fast Track Authority Board of Directors approves the transaction.

5.1. The Quitclaim Deed will be prepared by Seller, all other closing documents will be prepared by the buyer. Closing costs and special assessments, if any, will be paid by Buyer.

5.2. At Closing, after receipt of the balance of the Purchase Price in the form of a certified check, cashier's check or electronic funds from Buyer, Seller will convey title to the Property by Quitclaim Deed, prepared and approved by the Seller, subject to any liens, charges, actions, encumbrances, restrictive covenant and title exceptions, and subject to the provisions of Public Act 74 of 2012 and Public Act 75 of 2012.

5.4. The execution and delivery of the Quitclaim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Offer to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

6. Inspection Period.

6.1. Buyer acknowledges that it has had the opportunity for physical inspection of the Property prior to entering into this Agreement, and will accept the Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its present condition. It will be the sole responsibility of the Buyer to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate to Buyer prior to entering into this Agreement.

6.2. Seller authorizes Buyer to enter the Property, with prior notification to Seller, to conduct investigations and studies, and Buyer hereby releases Seller of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. The Buyer will have until 1:00 p.m., December 4, 2012, to conduct investigations and other due diligence inquiries regarding the Property (the "Inspection Period").

6.3. After its inspection, if the Buyer is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Buyer, no later than 1:00 p.m., December 4, 2012, may cancel this Offer to Purchase Real Property, at Buyer's sole discretion. If Buyer cancels, it will provide the Seller with copies of any and all its due diligence materials acquired during the Inspection Periods, including but not limited to, environmental reports, surveys, title commitments, and other due diligence materials, and be entitled to a return of Fifty percent (50%) of the original Earnest Money.

7. Environmental. Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous,

polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

7.1. Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

7.2. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

7.3. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer.

7.4. Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

8. Property Survey. The survey dated December 12, 2000, by Enger Surveying and Engineering, is the survey of record and will govern the Closing. Buyer may, at Buyer's expense, obtain an independent survey of the Property.

9. Title Insurance. Buyer is responsible for the costs of issuance of a title insurance policy, to be obtained at the discretion of Buyer.

10. Zoning, Safety and Regulatory Compliance. When title passes to the Buyer at Closing, the Property will immediately become subject to certain State safety and regulatory laws and to

certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it will comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Property. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

11. Fees and Commissions. If any person asserts a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Offer, the Buyer will (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

12. Notices. Notices under this Offer must be delivered to:

Buyer:

_____
_____
_____
_____

Seller:
State of Michigan Land Bank Fast Track Authority
Attn: Kim Homan, Executive Director
300 N. Washington Square
Lansing, MI 48913.

Facsimile or electronic notices will not be accepted.

13. Buyer Representations and Warranties. Buyer represents and warrants to Seller:

13.1. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.

13.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Offer.

13.3. The representation and warranties of Buyer will survive Closing.

14. Public Policy Provisions.

14.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Buyer will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Offer, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Buyer agrees to include in every subcontract entered into for the performance of this Offer this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

14.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Buyer or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

15. Termination. If the Buyer fails to perform any of its obligations under this Offer, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within thirty (30) days after the Seller's written notice, Seller may terminate this Offer and any monies paid hereunder may be retained by the Seller as liquidated damages.

16. Miscellaneous Provisions.

16.1. It is expressly understood and agreed that neither the Seller nor the Buyer may assign its interest under this Offer or any portion thereof without the prior written consent of the other party, its successors or assigns.

16.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Offer will be made only in the form approved by Seller in writing.

16.3. Each provision of this Offer is severable from all other provisions of the Offer and, if one or more of the provisions of the Offer is declared invalid, the remaining provisions of this Offer will remain in full force and effect.

16.4. This Offer may be changed or modified only if in writing and signed by both parties.

16.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Offer. Without limiting the generality of the foregoing, Buyer will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section will survive Closing.

16.6. The provisions of this Offer and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Offer or of the documents to be executed and delivered at Closing.

16.7. This Offer may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

16.8. Captions and headings used in this Offer are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Offer.

16.9. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

17. Governing Law. This Offer is governed by, and construed in accordance with, the laws of the State of Michigan.

18. Entire Agreement. This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Offer will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

19. Effective Date. The Effective Date of this Offer will be the date signed as accepted by the Executive Director of the State of Michigan Land Bank Fast Track Authority.

BUYER:

_____ [Name of Entity (Please Print)]

_____ [Signature]

By: _____ [Name (Please Print)]

Its: _____ [Title]

Date:_____

ACCEPTANCE:

On this _____ day of _____, 2012, the State of Michigan, by its Land Bank Fast Track Authority acting pursuant to Public Acts 258 of 2003; 74 of 2012; and 75 of 2012, accepts the foregoing Offer according to its terms.

STATE OF MICHIGAN
LAND BANK FAST TRACK AUTHORITY

_____

By: Kim Homan
Its: Executive Director

Date: _____

EXHIBIT 1
MICHIGAN STATE FAIRGROUNDS
LAND DESCRIPTION

A parcel of land in the NE 1/4, NW 1/4 & SE 1/4 of Section 2 and the NE 1/4 of Section 3, T1S R11E, City of Detroit, Wayne County, Michigan and more particularly described as commencing at the Northwest corner of said Section 2; thence S01°59'26"E, 33.00 feet to the North line of Germans Montrose Park Subdivision and the south right of way of Eight Mile Road; thence N88°00'34"E, 1323.68 feet, on the north line of Germans Montrose Subdivision to the Northeast corner of said Subdivision and the Point of Beginning of this description; thence N88°00'34"E, on the South right of way line of Eight Mile Road, 1249.15 feet, to the Southwesterly right of way of the Grand Trunk Western Railroad; thence on said right of way on the next five calls; thence S31°13'25" E, 169.96 feet; thence S44°18'21"E, 110.43 feet; thence S31°13'25"E, 2503.17 feet; thence S01°15'10"E, 40.04 feet; thence S31°13'25"E, 226.77 feet to the centerline of State Fair Avenue and the E-W 1/4 line of said Section 2; thence N89°08'56"E, on said E-W 1/4 Line, 17.39 feet; thence S31°13'25"E, on the westerly line of the Grand Trunk Westerly Railroad, 317.18 feet; thence S88°52'19"W, 280.64 feet; thence N01°19'28"W, 275.02 feet to the E-W 1/4 line of said Section 2; thence S89°08'56"W, 1319.94 feet, on said E-W 1/4 line and centerline of State Fair Avenue to the center of said Section 2; thence S88°32'46"W, 1290.77 feet, on said E-W 1/4 line and centerline of State Fair Avenue; thence N01°32'55"W, 33.00 feet to the North line of State Fair Avenue; thence S88°32'46"W, 692.91 feet, on the North line of State Fair Avenue to the Northeast right of way line of Woodward Avenue; thence N26°34'10"W, on said Woodward Avenue right of way, 400.14 feet: thence along the boundary of the DNR Pocket Park the following five calls: thence N88°09'24"E, 291.51 feet; thence N00°25'49", 252.35 feet; thence S88°45'56"W, 169.82 feet; thence N01°14'04"W, 13.00 feet thence S88°25'45"W; 251.61 feet to the Northeast right of way line of Woodward Avenue; thence N26°34'10"W, 1033.60 feet, on said Woodward Avenue right of way to the Southwest corner of lot #24, Plat of State Fair Subdivision #2; thence N88°21'23"E, 1382.91 feet, on the south line of said State Fair Subdivision #2; thence N01°41'24"W, 1008.30 feet, on the East line of said State Fair Subdivision #2 & the East line of said Germans Montrose Park Subdivision to the point of beginning, containing 157.47 acres.

Property subject to the retention of a 150 foot wide by 1000 foot long parcel along the west boundary of the railroad right of way.

REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

Attachment B

Release, Waiver of Liability, and Covenant Not to Sue

REQUEST FOR PROPOSAL
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

1. I understand I have permission to enter the former Michigan State Fairgrounds located in the City of Detroit, Michigan, and more specifically described in the attached Offer to Purchase Real Property (the "Offer") Exhibit 1 – Legal Description (the "Property").

2. I covenant and agree that I will refrain from commencing any action or proceeding, or prosecuting any pending action or proceeding, on account of any matter released hereunder.

3. I absolutely and unconditionally release and forever discharge the State of Michigan and its departments, commissions, boards, institutions, arms, agencies, and instrumentalities, including without limitation, the State of Michigan Land Bank Fast Track Authority, the Michigan Strategic Fund, and the Michigan Economic Development Corporation, and their respective past, present, and future directors, officers, employees, attorneys, agents, representatives, indemnitors, and insurers (collectively the "State") from all claims that I directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter can, shall, or may have arising out of entry on and inspection of the Property.

4. I acknowledge this release is a full release. I expressly waive and assume the risk of any and all claims for damages that may hereafter arise out of my entry on and inspection of the Property, including those of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement.

_____ [*Name of Entity (Please Print)*]

_____ [*Signature*]

By: _____ [*Name (Please Print)*]

Its: _____ [*Title*]

Date:_____

REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

Attachment D

Civil and Criminal Background Check Consent forms

STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
KEY PERSONNEL CERTIFICATION FORM

Bidder's Legal Name (business entity submitting Proposal)	Bidder's Employer Tax Identification Number (EIN)

List the Bidder's Corporate, Company, or Partnership Director(s), Officer(s), Partner(s), and/or Member(s), and managerial employees. Specifically, each person who is a business entity, person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more – **all must be listed.** A Key Person Questionnaire must be completed for each. Attach additional pages if necessary.

Entity Name/Full Name of Individual (middle names mandatory)	Title/Role

BIDDER ENTITY DESCRIPTION

The information in the following section will determine if criminal and civil background checks on Key Personnel will be required as part of State of Michigan Land Bank Fast Track Authority Request for Proposals process.

FOR ALL BIDDERS, the Bidder must complete a Key Person Questionnaire (Attachment 1) for each person who is a business entity; person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more indicated above.

All Bidders are subject to a civil and criminal background check. Additional Key Person background checks may be required by the State of Michigan Land Bank Fast Track Authority or any of its designees.

CERTIFICATION

I authorize the MLB and MEDC or any of their designees to perform background checks on the Bidder. I hereby certify that the information contained in this form is true and correct to the best knowledge of the Bidder and the undersigned.

Signature	**Date**
Typed Name	**Title**

STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
KEY PERSON QUESTIONNAIRE

*Must be completed for **EACH** person who is a business entity, person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more ("Key Persons").*

BACKGROUND		
Company Name		
Full Name (First, Middle, and Last) *—Please indicate full middle name — or — check for No Middle Name* ☐		Position and Title
Formerly Known As Name(s) (First, Middle, and Last) *—Including but not limited to maiden name(s).* *Please indicate full middle name — or — check for No Middle Name* ☐		
Residence Address (Street/P.O. Box/City, State and Zip Code)		
Date of Birth	Telephone Number	Email Address

BUSINESS INTEGRITY: Check "Yes" or "No" for each of the following. Provide details on every "Yes" response on a separate sheet of paper.

YES	NO	
☐	☐	**Convictions**: Have you **ever** been convicted been of, or entered a plea of nolo contendere in, any criminal proceeding, or are you currently a defendant in any criminal proceeding, other than a minor traffic offense.
☐	☐	**Taxes**: Do you currently owe past due taxes to any government entity, or have had filed against you, or ever been served, a complaint, lien, judgment, or other notice filed with any public body regarding the payment of any tax required under federal, state or local law.
☐	☐	**Bankruptcy**: **You had** or **have an** ownership interest in any business, or in which you served as an officer or director, which has ever been declared bankrupt by a court, or been the subject of a voluntary or involuntary filing of any type of bankruptcy or insolvency.
☐	☐	**Agency Proceedings and Civil Litigation**: Do you **presently**, or **have you ever** been, a respondent/defendant in any administrative agency proceedings or civil litigation involving allegations of embezzlement, theft, forgery, bribery, falsification or destruction of records, dishonesty, deception, fraud, misrepresentation, civil conspiracy, breach of contract, unethical or unlawful business practices, false claims, securities violations, or any other claim that may be relevant to determining business integrity.

CONSENT AND CERTIFICATION

I consent to the release of information concerning the information contained herein to the State of Michigan Land Bank Fast Track Authority (MLB), Michigan Economic Development Corporation (MEDC), or any of their designees. I specifically authorize the MLB and MEDC, or any of their designees, to do a criminal and civil background check on me.

I, _____, certify that the information provided in this statement is, complete, true and accurate.

_____
Signature

_____
Date

Please note the responses provided will not necessarily disqualify the Bidder from receiving award of the Project.
INCOMPLETE FORMS WILL CAUSE A DELAY IN PROCESSING THE PROJECT AND APPLICATION.

REQUEST FOR PROPOSALS
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

Attachment E

Field House Lease and Exercised Option

LEASE

THIS LEASE ("Lease") is made entered , by and between, the **STATE OF MICHIGAN, MICHIGAN EXPOSITION AND FAIRGROUNDS AUTHORITY,** ("Landlord"), whose address is 1120 West State Fair Avenue, Detroit, MI 48203, and **FIELDHOUSE, LLC**, a Michigan limited liability company ("Tenant"), whose address is 45300 Mound Road, Shelby Township, Michigan 48317.

The circumstances underlying the execution of this Lease are as follows:

A. Landlord owns a parcel of land which is more particularly described in attached **Exhibit A** and known as the Michigan State Fairgrounds ("State Fairgrounds"). Tenant desires to lease from Landlord portions of that property known as the Agriculture Building and the Michigan Mall East described in **Exhibit B** ("Premises"), and to obtain a non-exclusive easement for the use of certain driveways and parking areas located on the State Fairgrounds for the purpose of parking and ingress and egress to and from the Premises, such easement to be consistent with the drawing of the State Fairgrounds, the parking areas and the driveways marked for access thereon attached hereto as **Exhibit B** and made a part hereof.

B. Pursuant to the Michigan State Fair and Exposition Act, MCLA 285.161, *et seq.* (the "Fairgrounds Act"), Landlord has conducted the Michigan State Fair and Exposition (the "State Fair") on the State Fairgrounds. The normal time frame during which the State Fair is conducted (including set-up, operation and breakdown) extends from three (3) Saturdays prior to Labor Day (the first Monday in September) to five (5) days after Labor Day. Such period is referred to in this Lease as the "State Fair Period." The State Fair Period may be changed by mutual agreement of the parties at the Annual Meeting (as herein defined) based on changes in the dates of the State Fair, provided, however, the parties agree that during the Term of this Lease the State Fair Period shall not exceed thirty (30) days for any calendar year.

C. Tenant desires to lease the Premises and Landlord is willing to lease the Premises provided that Landlord shall continue to have the right each year to conduct the State Fair during the State Fair Period as required by the Fairgrounds Act and other activities provided for in this Lease.

D. Landlord and Tenant desire to have the Premises and the State Fair operate in a cooperative, coordinated and mutually supportive manner.

E. Landlord and Tenant agree that no action taken by Tenant under this Lease should unreasonably interfere with the preparation, holding, clean up, and facilitation of the annual State Fair, as required by the Fairgrounds Act, as well as any other activities provided for in this Lease. Landlord and Tenant also agree that no action taken by Landlord should unreasonably interfere with the activities undertaken by Tenant on the Premises during the Term of this Lease.

NOW, THEREFORE, in consideration of the premises and other valuable consideration set forth in this Lease, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1: DEFINITIONS

1.01 "Applicable Laws" means (to the extent applicable to the Premises) any building and occupancy codes, zoning codes, fire codes, barrier-free regulations, laws, ordinances, regulations, permits and requirements of public authorities having jurisdiction over any construction performed in respect of the Premises, including the Americans with Disabilities Act and the Michigan Barrier Free Act (MCLA 125.1351 *et seq.*) in effect as of the date of the applicable building permit for the construction was issued, subject to those waivers, special use permits or variances that can be negotiated and obtained.

1.02 "Original Commencement Date" means November 26, 2004.

1.03 "Commencement Date of this Lease" means October 1, 2007.

1.04 "Force Majeure" means any event beyond the reasonable control of Landlord and Tenant, and which cannot reasonably be circumvented or curtailed by Landlord and Tenant, including the combined action of workmen (either those employed on the work or in any industry essential to the conduct of the work) in no way caused by or resulting from the default or collusion on the part of the delayed party; or strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, war, nuclear event, national emergency, unavailability of materials, acts of God, unusually severe and adverse weather conditions not reasonably anticipatable, or other events beyond the reasonable control of the delayed party. Force Majeure does not include the inability of the Tenant to obtain proper permits, clearances, or zoning from local units of government.

1.05 "Maintenance" means that effort, including repair, replacement or removal, required to keep the buildings and other improvements on the Premises, and the Premises themselves, functioning or operating in their updated condition, normal wear and tear excepted, including but not limited to mechanical, electrical, architectural, or plumbing systems.

1.06 "Occupancy" means the actual physical possession by Tenant of the Premises.

1.07 "Office of Infrastructure Services" means the Office of Infrastructure Services, Department of Management and Budget or its successor.

SECTION 2: PREMISES

2.01 Grant of Lease. Landlord, in consideration of the rents, construction, renovation of certain buildings, maintenance provisions, terms, covenants and agreements hereinafter set forth in this Lease on the part of Tenant to be paid, kept, and performed, grants, demises and lets to Tenant, and Tenant hereby leases from Landlord, on the terms, covenants, provisions and agreements in this Lease, the Premises, together with any and all improvements presently on the Premises or as otherwise approved by Landlord, and together with any and all appurtenances, rights (including easement rights), interest, and privileges in any way pertaining thereto. The recitals set forth above are incorporated herein and are made part of this Lease.

To have and to hold the Premises for and during the term of this Lease.

SECTION 3: TERM AND DURATION; ACCESS PRIOR TO COMMENCEMENT; EXCLUSIVES; OPTION TO TERMINATE

3.01 Term. Notwithstanding any other provisions of this Lease, the term of this Lease (the "Term") shall not, during the initial or any renewal term, include the State Fair Period and the term of this Lease shall be deemed to temporarily cease during the State Fair Period and then recommence upon expiration of the State Fair Period and delivery of the Premises back to Tenant by Landlord. The Term of this Lease is effective as of October 1, 2007 (the "New Commencement Date") and shall continue through and shall expire at 12:00 a.m. on the September 30, 2009. Tenant shall have the right to extend the Term for three (3) Option Terms of five (5) full lease years as hereinafter provided.

3.02 Exclusives. Landlord agrees that Landlord shall not permit, without the prior consent of Tenant, any basketball or related activities to be conducted on the Michigan State Fairgrounds, other than college or high school basketball tournaments, semi-pro basketball (such as CBA or ABL) and large scale promotional activities such as the Harlem Globetrotters. Tenant shall not conduct any three on three outdoor basketball tournaments at the Premises without Landlord's prior consent.

3.04 Termination Right. If Landlord, after the 3rd anniversary of the Original Commencement Date, enters into a binding contract to sell (the "Sale Contract") the entire State Fairgrounds site including the Premises to **an unrelated** third party buyer for use by such third party and not by Landlord, and, in connection therewith, Landlord's operation of the Michigan State Fair at the State Fairgrounds site is discontinued, Landlord shall have the right to terminate this Lease effective no earlier than **twelve** (12) months from the actual closing date of the sale contemplated by the Sale Contract (the "Closing Date"), provided Landlord (i) delivers to Tenant within 30 days of the full execution of the Sale Contract notice of the full execution of the Sale Contract, a fully executed copy of the Sale Contract and a projected closing date (the "Termination Notice") and (ii) pays to Tenant on or before the Closing Date a non-refundable termination fee in accordance with the following schedule:

Lease Year in which The Termination Notice is delivered to Tenant	Buyout (Millions)
1	N/A
2	N/A
3	N/A
4	3.5
5	3.4
6	3.3
7	3.2
8	3.1
9	3
10	2.9
11	2.8
12	2.7
13	2.6
14	2.5
15	2.4
16	2.1
17	1.8
18	1.5
19	1.2
20	0.9

Tenant shall have the right at any time after receipt of Landlord's Termination Notice to cancel this Lease by sending written notice to Landlord ("Tenant's Termination Notice") specifying a termination date that is not less than 90 days after receipt by Landlord of Tenant's Termination Notice.

SECTION 4: RENT; MAINTENANCE;SIGNS; RENEWALS

4.01 Rent. Tenant covenants and agrees to pay rent (the "Rent") to Landlord, as gross Rent for the Premises hereunder, at the address set forth for Landlord below, or at such other place or places as Landlord shall from time to time designate in writing, without demand and without setoff or deduction (except as set forth in Section 4.02 below), as follows:

(a) Rent payable hereunder shall be Fifty Thousand and 00/100 Dollars ($50,000.00) annually, commencing on October 1, 2006 through September 30, 2009.

(b) Additional Rent in the amount of Seventy One Thousand Three Hundred Thirty Two and 00/100 Dollars ($71,332.00), shall be payable in fourteen payments of Five Thousand Ninety Five and 14/100 Dollars ($5,095.14) as follows: (1) three payments ($15,285.00) by October 31, 2007; (2) one payment ($5,095.00) per month from November 1, 2007 to August 1, 2008; and (3) one payment ($5,095.00) in September 2008.

4.02 Maintenance Obligation. The obligations of the respective parties for performance of Maintenance are as follows:

(a) Landlord, at Landlord's own expense, shall keep, repair, replace and maintain the roof, four outer walls and all building systems which are located outside the Premises but service the Agriculture Building throughout the entire term of the Lease. In the event Landlord fails to complete any necessary repairs to the roof within five (5) days of receipt of notice from Tenant of the need for such repairs, Tenant shall have the right, without further notice to Landlord, to immediately commence and complete such repairs and to deduct all costs and expenses incurred in connection with the completion of such repairs from the next installment(s) of Rent due hereunder. In addition, Landlord shall deliver the Premises to Tenant with the plumbing and HVAC systems within the Agriculture Building in good working condition. Landlord shall also maintain all parking areas and driveways within the State Fairgrounds throughout the Term of the Lease. Landlord shall also be responsible for its proportionate share of all repairs and maintenance required with respect to the Premises. The Landlord's proportionate share of the costs and expenses associated with repairs and maintenance of the Premises shall be reasonably determined on an annual basis at the Annual Meeting by Landlord and Tenant and shall be paid by Landlord to Tenant within thirty (30) days of receipt by Landlord of an invoice therefore from Tenant.

(b) Tenant, at Tenant's own expense, shall, after the Commencement Date, be responsible for all repairs to the HVAC, lighting, plumbing and other fixtures within the Premises. Tenant shall also maintain the Premises in a clean and safe condition in accordance with all Applicable Laws and the directions of any health officer, fire marshal, building inspector, or other governmental agency having jurisdiction over the Premises, other than work which is Landlord's obligation under subsection (a) above.

(c) Notwithstanding anything contained herein to the contrary, in the event that any governmental agency with proper authority (the "Governmental Authority") requires improvements to the Premises for the purpose of compliance with building code or other applicable regulations relating to the Premises ("Code Work"), after Tenant has been authorized to occupy the Premises by the State of Michigan through the issuance of a certificate of occupancy or its equivalent from the State of Michigan (the "Occupancy Authorization"), the following provisions shall apply:

(1) If the Code Work is required exclusively as a result of Tenant's particular use of the Premises, such Code Work shall be performed by the Tenant and the cost of same shall be paid solely by the Tenant. For example, if the Tenant submits plans for a pro-shop on the mezzanine in the Building and the Governmental Authority requires an elevator to comply with barrier free requirements, the costs associated with such Code Work would be the sole responsibility of the Tenant because the required work relates exclusively to Tenant's proposed use and not in any way the use by Landlord for its operations at the Fair.

(2) If the Code Work is required exclusively as a result of the operation of the State Fair, the Code Work shall be performed by Landlord and the cost of

same shall be paid solely by the Landlord. For example, if the Landlord decides to develop an exhibit for the fair that changes the use classification of the Building and the Governmental Authority requires modifications to the air-makeup system as a result, costs associated with such Code Work would be the sole responsibility of the Landlord because the required work relates exclusively to Landlord's proposed use and not the use in any way by Tenant for its operations in the Building.

(3) If the Code Work does not relate exclusively to either the Tenant's or the Landlord's particular use of the Premises, the cost of the Code Work shall be shared equally by the Landlord and Tenant and shall be performed in accordance with Paragraphs 4 and 5 below. For example, if the Governmental Authority requires that certain panic hardware needs to be employed on all doors of the Building irrespective of the use of the Building, Landlord and Tenant shall split the cost of such improvements.

(4) In the event either party receives notice that Code Work is required, such party shall notify the other party and the parties hereto shall cooperate in exhausting all available appeals with respect to the requirement that such Code Work be performed. In the event such appeals are fully exhausted, either party required to bear the cost of Code Work under this provision shall have the right to terminate this Lease (subject to the further terms of this paragraph) by delivering written notice to the non-terminating party ("Code Termination Notice") stating therein (i) a termination date that is the last date that the Governmental Authority will allow occupancy without completion of the Code Work and (ii) the estimated cost of the Code Work based upon estimates from licensed contractors. Such notice shall be delivered within thirty (30) days of a final determination that such Code Work must be performed. The non-terminating party shall then have the option to be exercised by written notice to the terminating party within 30 days of receipt of the Code Termination Notice (the "Work Acceptance Notice") to perform the Code Work on behalf of the terminating party with the cost to be reimbursed in accordance with subsection 5 below.

(5) If the party seeking reimbursement pursuant to the terms of the immediately proceeding paragraph 4 is the Landlord, Tenant shall pay to Landlord in equal installments as additional Rent a monthly amount equal to the out of pocket costs and expenses of the Code Work amortized over the remainder of the Term of the Lease commencing on the first day of the month after the Code Work is substantially complete (as the same may be extended) after applying a Prime Rate of Interest (such term being hereinafter defined). If the party seeking reimbursement pursuant to the terms of the immediately preceding paragraph 4 is the Tenant, Tenant shall be entitled to offset such amount against Rent in monthly amounts equal to the out of pocket costs and expenses of the Code Work amortized over the remainder of the Term of the Lease (as the same may be extended) after applying a Prime Rate of Interest (such term being hereinafter defined). In no event, however, shall the monthly reduction exceed monthly Rent.

Prime Rate of Interest shall mean the rate of interest charged by Comerica Bank as its prime lending rate.

4.03 Signs and Marketing. Tenant shall be permitted to place a sign at or near Gate C of the State Fairgrounds, which sign shall be maintained and repaired by Tenant. Such sign shall be subject to all required City approvals, if any, and be of a commercially reasonable and appropriate size. In addition, Tenant shall be permitted to place its logo or name on the front and back of the fascia of the building comprising the Premises, provided that the name "Agricultural/Building of the Michigan State Fair" is included. Tenant shall also have the right to use 25% (based on a specific time schedule to be agreed upon at the Annual Meeting) of the electronic rotating signage time on reader board sign located on 8 Mile Road (the "Eight Mile Road Reader Board"), provided that, if required in connection with any sale of the property the sign is currently located on, Tenant pays for the relocation of such sign from its current location to a location closer to Gate C to be approved by Landlord and Tenant. Tenant may also add additional signage space to the bottom of the Eight Mile Road Reader Board for its exclusive use, provided first such addition is integrated seamlessly with the design and construction of the Eight Mile Road Reader Board. All signs hereunder shall be subject to the approval of Landlord, which shall not be unreasonably withheld or delayed. Landlord and Tenant shall reasonably cooperate in the promotion and advertising of the State Fair and the Tenant's business operations in the Premises. Subject to the approval of the then current manager of the State Fair (which approval shall not be unreasonably withheld or delayed), Tenant shall be permitted to advertise and promote the operation of its business inside and outside of the Premises during the State Fair.

FIRST OPTION TO RENEW

4.04 First Option to Renew. This Lease may be extended at Tenant's option for a five (5) year term beginning October 1, 2009, and continuing for a period of five (5) years, provided that Tenant provides Landlord with written notice of its exercise of this option at least sixty (60) days before this Lease or any extension thereof expires.

4.05 Rent. In the event Tenant exercises the renewal option (First Renewal Term) set forth in Section 4.04, Tenant shall pay to Landlord as Rent consideration for the Premises during the renewal term the greater of Fifty Thousand and 00/100 Dollars ($50,000.00); or ten percent (10%) of Tenant's gross sales at the Premises.

4.06 Audit. In the event Tenant exercises the renewal option set forth in Section 4.04, Landlord shall have the right to audit the Tenant's post September 30, 2009 sales for the purpose of confirming Tenant's gross sales.

SECOND OPTION TO RENEW

4.07 Second Option to Renew. This Lease may be extended at Tenant's option for an additional five (5) year term beginning at the expiration of the First Renewal Term, and continuing for a period of five (5) years, provided that Tenant provides Landlord with written

5.02 Construction of Improvements.

(a) Tenant shall have the right to construct any improvements it deems necessary in the Premises subject to obtaining the approvals required in Section 5.01, and its obligation not to interfere with the State Fair. Landlord's consent shall not be unreasonably withheld, conditioned, or delayed.

(b) All improvements approved as required in Section shall be constructed: (i) in a workmanlike manner; (ii) pursuant to approved plans and specifications prepared by Tenant; and (iii) in compliance with all Applicable Laws.

(c) If any approved improvement is not completed before the State Fair Period, regardless of causation, Tenant shall take such preventative measures against adverse conditions (e.g., noise, dust, fumes, dangerous conditions) as necessary: (i) to assure that such construction activities or incomplete improvements do not interfere with Landlord's holding of the State Fair; and (ii) to maintain a reasonable level of safety for the public during the State Fair Period. In the event the State is unable to use the Agricultural Building during the State Fair as a result of Tenant's improvement construction, Tenant shall pay Landlord a penalty, as liquidated damages and as Landlord's sole remedy with respect to same, of two (2) month's rent hereunder within thirty (30) days of receipt of an invoice therefore from Landlord.

5.03 Modifications of Approved Improvements

(a) Subject to Section 5.07 below, Tenant shall obtain Landlord's prior written approval of any proposed modifications to approved improvements. Landlord's approval of proposed modifications may be withheld if: (i) the modifications or their plans and specifications are not consistent with the operation of the State Fair; or (ii) the modifications or their plans detract from the image or prestige of the Premises.

5.04 Builders Risk Insurance. At all times prior to completion of all substantial improvements on the Premises, Tenant shall maintain a policy of builders risk insurance consistent with the terms and conditions set forth in Section 9 hereof.

5.05 Payment Bonds and Documents. Before beginning any substantial improvements on the Premises, Tenant shall provide to Landlord, on a Department of Management and Budget, Office of Design and Construction bond form, written evidence from a surety company authorized to do business in the State of Michigan by the Department of Consumer and Industry Services – Insurance Bureau and listed on the U.S. Department of the Treasury Circular 570, that a payment bond has been issued each in the amount of one hundred percent (100%) of the value of the contract for the applicable work. Such bonds shall be obtained in a manner consistent with Michigan law. Attorneys-in-Fact who sign such bonds shall attach a certified copy of their Power of Attorney to sign such bonds and conduct business in the State of Michigan. Each bond shall assure that Landlord is named as an obligee thereunder with full rights and benefits to enforce the terms and conditions of each bond as if the contract(s) was made directly with Landlord. Within a reasonable time after completion of the improvements, Tenant shall deliver to Landlord:

(a) Three (3) copies of the "as-built" detailed plans and specifications; and

(b) Copies of all warranty information and operating and maintenance manuals.

SECTION 6: MICHIGAN STATE FAIR OPERATIONS

6.01 Landlord's Interest in Operations. Tenant acknowledges that Landlord is entering into this Lease with the understanding that Landlord is reserving (and Landlord hereby does reserve) the right to continue to conduct the State Fair once per year during the State Fair Period, as well as the right to use certain other facilities throughout the Term for use in connection with the State Fair as set forth in Section 6.04.

6.02 Michigan Exposition and Fairgrounds Act. The Fairgrounds Act provides that Landlord has the power and authority to enter into this Lease. Pursuant to the Act, Landlord and Tenant intend that Landlord may use the Premises to conduct the State Fair without unreasonable interference from Tenant, subject to the terms of this Section and that Tenant's use of the Premises is subject to and subordinate to Landlord's right to conduct the State Fair during the State Fair Period, except as set forth in Section 6.03(a).

6.03 Provisions Applicable to Landlord's Use of the Premises During the State Fair Period. The following provisions shall govern Landlord's use of, and right to use, the Premises during each State Fair Period:

(a) Landlord shall be entitled to use the Premises for the purposes of setting up, conducting and breaking down the State Fair. Such right shall apply to all improvements on the Premises, including the Agriculture Building, but excluding any right to use facilities within the Premises that Tenant has subleased (or granted licenses, concessions or other exclusive rights of use) to third parties as provided herein, and any other areas Tenant and Landlord have agreed are to be used exclusively by Tenant and not used by Landlord for the State Fair (such excluded areas being collectively referred to as the "Tenant Exclusive Areas"), although collectively the Tenant Exclusive Areas shall not interfere with Landlord's ability to conduct the State Fair. Landlord's right of use is limited to the conduct of the State Fair and activities reasonably incidental thereto, but in no event shall Tenant use any portion of the Premises for the display, storage and/or exhibition of any animals, and also is subject to the limitations and provisions set forth in this Section.

(b) Annual Meeting.

During a mutually acceptable period during the first two (2) weeks in February of each year, Landlord and Tenant shall meet to plan and coordinate the activities and obligations of the respective parties to be performed during the State Fair Period and the State Event Days and agree upon a preliminary budget for operating expenses, including utility expenses, maintenance costs and insurance (the "Annual Meeting"). Absent separate written agreement, the operation of the State Fair shall be governed by the provisions of this Section.

(c) Landlord shall be entitled to retain all revenues generated by events conducted or sponsored by Landlord on the Premises in connection with the State Fair, including without limitation revenues from: (i) ticket sales, (ii) sponsorship fees, (iii) amusement fees, (iv)

concession fees, and (v) exhibitor fees. Landlord shall not be entitled to any revenues generated from events during the State Fair Period conducted or sponsored by Tenant or its subtenants, licensees, or concessionaires other than as set forth in this Lease.

(d) Landlord shall not be obligated to pay any base or fixed rent for its rights to use the Premises during the State Fair Period pursuant to this Section, other than the payment of operating and maintenance costs.

6.04 Landlord's Right to Use Certain Facilities throughout the Year. Tenant acknowledges that Landlord intends to reserve (and Landlord hereby does reserve) the right to use the Premises for a maximum of six (6) days throughout the Term (i.e., not merely during the State Fair Period) (subject to availability of the Premises on any particular day) for the purpose of sponsoring events to be selected and scheduled at the Annual Meeting, provided in no event shall more than three (3) of the State Event Days occur on the same day of the week. The following provisions shall govern the Landlord's use of the Premises in such instances:

(a) Such use by Landlord shall be on a non-exclusive basis, and Tenant may also conduct or sponsor events on the Premises.

(b) Landlord's right to use the Premises for the purposes indicated shall include the right to obtain vehicular and pedestrian access to and from buildings for Landlord, its employees and persons attending or participating in the applicable events, in each case at such locations on or adjacent to the Premises as Tenant may designate from time to time.

(c) Tenant shall manage and oversee the aforementioned facilities even while Landlord is using the same, including by providing: (i) customary maintenance and janitorial services, (ii) trash removal, (iii) security of the perimeter of the Premises (although Landlord shall be responsible for security for events conducted or sponsored by it), (iv) landscaping and related services, and (v) utility services, including sewer, water, electricity, natural gas and cable television, although in no event shall Tenant be liable for interruptions in such services.

(d) Landlord shall reimburse Tenant for the reasonable costs incurred by Tenant in managing and operating the aforementioned facilities during Landlord-sponsored events and, in the event the Landlord collects a rental fee in connection with a State event at the Premises, Landlord shall pay 50% of such rental fee to Tenant. Such reasonable costs shall include the costs described in Section 6.04(c).

(e) Tenant shall bill Landlord within fifteen (15) days after an event sponsored or conducted by Landlord. Landlord shall have forty-five (45) days to pay such charges. If Landlord fails or refuses to make any payment required under this Section, Tenant may offset such amount against the next installment of Rent falling due thereafter.

SECTION 7: SUBLETTING AND ASSIGNMENT

7.01 Subletting.

(a) Landlord covenants and agrees that Tenant shall have the right, with the prior written consent of Landlord (except as provided below), which consent shall not be unreasonably withheld, conditioned or delayed, to sublet the whole or any portion or portions of the Premises as long as the use is consistent with the operation of the State Fair, provided, however, Tenant shall have the right to sublease a portion of the Premises to the operator of a snack bar or a pro shop without Landlord's prior consent. Each subtenant of the Premises must agree to abide by the terms set forth in this Lease, to the extent the same apply to the sublet premises. Tenant agrees to include in every sublease entered into a covenant not to discriminate in employment. Further, Tenant agrees to include in every sublease a provision stating that the sublessee must take subject to this Lease and may not take any fee interest in the Premises or any improvements or fixtures thereon. At the written request of Tenant, Landlord shall enter a non-disturbance agreement with a leasehold mortgagee of such a subtenant in a form reasonably satisfactory to such leasehold mortgagee and reflecting the provisions of this Lease.

7.02. Assignment. Tenant shall not assign this Lease without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.

SECTION 8: TAXES AND ASSESSMENTS; UTILITIES

8.01 Obligation to Pay Taxes. The parties hereto agree to reasonably cooperate in the event either party desires to appeal the assessment of taxes. In the event the following taxes are properly levied or assessed against the Premises as a result of Tenants' use of the Premises, Tenants covenants and agrees to pay, after receipt of a copy of such bill or bills therefore from Landlord and before any fine, penalty or costs shall be added thereto for nonpayment thereof, the following:

(a) all ad valorem property taxes imposed under the General Property Tax Act (GPA) 1893 PA 206, MCL 211.1, *et seq.*, or any subsequent act of the Legislature, upon the real or tangible personal property leased under provisions of this Lease.

(b) all taxes imposed under provisions of 1953 PA 189, MCL 211.181, or any subsequent act of the Legislature upon the Tenant as the lessee or user of tax exempt property, leased hereunder.

In the event Tenant pays Taxes as provided in this section, Tenant shall be permitted to deduct and offset one-half of the amounts of any Taxes paid by Tenant against the next Rent due hereunder from Tenant to Landlord.

8.02 Utilities. Subject to the provisions of this Lease, Tenant shall contract in its own name, and fully and promptly pay for all water, gas, heat, light, power and telephone services and any other public utilities of every kind that Tenant desires to be furnished to the Premises throughout the Term of this Lease. Upon termination or cancellation, Tenant shall cause all

utility services to be restored in the name of the State of Michigan. Any necessary separate meters shall be the responsibility of Landlord.

8.03 Payment of Utility Charges. Tenant shall pay or cause to be paid all expenses of heat, light, charges, and taxes for water or for the setting and repairing of meters in and for any buildings and improvements hereafter erected by Tenant.

SECTION 9: INSURANCE

9.01 Tenant's Insurance Obligations.

(a) Tenant covenants and agrees, at its sole cost and expense, throughout the Term of this Lease, to obtain, keep and maintain in full force and effect for the mutual benefit of Landlord, Tenant, the holder(s) of mortgage(s) obtained by Tenant and Tenant's written designee(s) or subtenant(s) designated in writing by Tenant, comprehensive liability insurance against claims for damage to persons or property arising out of the use and occupancy of the Premises, or any part or parts thereof, in limits of not less than One Million Dollars ($1,000,000.00) per occurrence and not less than Two Million Dollars ($2,000,000.00) in the aggregate. A duplicate original, certificate or binder of such insurance shall be furnished to Landlord at the commencement of the term of this Lease, and, if requested by Landlord in writing, each renewal certificate of such policy shall be furnished to Landlord within fifteen (15) days of such request. Each such policy of insurance shall contain an agreement by the insurer, if obtainable, that such policy shall not be canceled without thirty (30) days prior written notice to Landlord.

(b) At all times prior to completion of substantial improvements on the Premises, Tenant shall maintain a policy of builders risk insurance covering such risks, in the amount of the projected cost of the applicable construction (but with liability coverage no less than Two Million Dollars [$2,000,000.00]) and with such companies as may be reasonably acceptable to Landlord. Each such policy shall contain a standard loss payable clause in favor of Landlord and shall be noncancellable except upon thirty (30) days prior written notice to Landlord. Any insurance proceeds in respect to property damage shall be used to restore the applicable property.

9.02 Tenant's Certificates of Insurance. Any certificate of insurance required by this Section 9 shall list, among others, Landlord, its several departments, boards, agencies, commissions, officers, and employees as additional insureds on both policies, within thirty (30) calendar days following execution and delivery of this Lease to Tenant, and every year thereafter. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

9.03 Landlord's Right to Procure Tenant's Insurance.

(a) After written notice from Landlord, Tenant's continued failure to effectuate any and all insurance policies required in this Section 9 and renewal policies of insurance required as aforesaid, and to pay the premiums and renewal premiums on all such policies of insurance, and to deliver all such certificates of insurance and renewals thereof or duplicate originals to

Landlord within the time hereinabove limited, shall constitute a default by Tenant under the terms of this Lease if same is not remedied by Tenant within thirty (30) days of Landlord's written notice.

(b) In the event Tenant fails to cause the aforesaid insurance policies to be written and pay the premiums for the same and deliver all such certificates of insurance or duplicate originals thereof to Landlord within the time provided for in this Lease, Landlord, after thirty (30) days prior written notice to Tenant, shall have the right, without being obligated to do so, to effect such insurance and pay the premiums therefore, and all such premiums paid by Landlord shall be repaid to Landlord on demand as additional Rent, and Tenant's failure to repay the same as aforesaid shall constitute a default under this Lease.

9.04 Landlord's Insurance Obligations.

(a) During each State Fair Period and during State Event Days, Landlord shall maintain in force and effect a comprehensive general liability insurance policy with a company license to do business in the State of Michigan and reasonably acceptable to Tenant. Such policy shall have limits of not less than One Million Dollars ($1,000,000.00) per person and Two Million Dollars ($2,000,000.00) per occurrence. Tenant shall be named as an additional insured under such policy. Landlord shall provide a certificate of such policy not later than thirty (30) days prior to the applicable State Fair Period. Such policy shall be noncancellable by the insurer during the applicable State Fair Period. Landlord further covenants that it will, during the continuance of the term of this Lease, keep or cause to be kept the buildings and improvements now or hereafter located on the Premises, insured by a responsible and reputable insurance company or companies against loss or damage by all risk as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements. Tenant shall be named as the sole insured and as the sole loss payee under such insurance policy and shall be entitled to use such insurance proceeds to rebuild the building and improvements in the event of a casualty in accordance with Section 12 hereof. Tenant shall reimburse Landlord for the cost of the insurance thereof within thirty (30) days of receipt of an invoice therefore from Landlord. In the event the cost of the premiums for such insurance policy exceed $3,500.00 per annum at any time during the Term of this Lease, in consideration of Tenant's agreement to continue to pay such insurance premiums, Tenant shall be permitted to operate the snack bar within the Premises during Landlord's operation of the State Fair.

(b) Any insurance policy to be provided pursuant to Section 9.04(a) shall contain language that such policy is to be primary to any other comprehensive general liability insurance policy, including the policy to be provided by Tenant pursuant to Section 3.02(b) and Section 9.01(a).

9.05 No Effect on Indemnification or Reimbursement. Nothing contained in this Section 9 shall effect or limit Tenant's obligations or Landlord's rights under Section 10.

SECTION 10: INDEMNITY

10.01 Tenant's Indemnification Obligation. Tenant shall indemnify and hold harmless Landlord, its departments, divisions, agencies, sections, commissions, boards, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

(a) any claim, demand, action, citation or legal proceedings against Landlord, its employees and agents arising out of or resulting from the performance of the work, duties, responsibilities, actions or omissions of Tenant;

(b) any claim, demand, action, citation or legal proceeding against Landlord, its employees and agents arising out of or related to occurrences that Tenant is required to insure against as provided for in this Lease; and

(c) any claim, demand, action, citation or legal proceeding against Landlord, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by Tenant, anyone directly or indirectly employed by Tenant, or by anyone for whose acts Tenant may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that any claims, demands, actions, citations or legal proceedings are caused by the negligence or reckless or intentional wrongful conduct of Landlord, its departments, divisions, agencies, sections, commissions, officers, employees or agents; and further provided, that this indemnification obligation shall not apply to claims, demands, actions, citations or legal proceedings occurring or arising during the State Fair Period, unless the same arise out of the sole negligence of Tenant.

In any and all claims against the State of Michigan, or any of its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of Tenant, the indemnification obligation under this Lease shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for Tenant or any of its subcontractors under workers disability compensation acts, disability benefits acts, or other employee benefits acts. The duty to indemnify will continue in full force and effect notwithstanding the expiration or early termination of this Lease with respect to any claims based on facts or conditions which occurred prior to termination.

10.02 Cooperation in Litigation. Landlord, its departments, and its agents shall not be responsible for representing or defending Tenant, Tenant's personnel, or any other employee or agent, named as a defendant in any lawsuit or in connection with any tort claim. Landlord and Tenant agree to make all reasonable efforts to cooperate with each other in the defense of any litigation brought by any person or persons not a party to this Lease. Upon request therefore, Tenant shall submit litigation reports to the Department of Attorney General providing the following details for all criminal and civil litigation arising out of, or relevant to, the performance of the Lease in which Tenant or Tenant's insurers or insurance agent are parties: (1) Case number and docket number; (2) name of plaintiff(s) and defendant(s); (3) names and addresses of all counsel appearing; (4) nature of claim; and status of case.

The provisions of this Section shall survive the expiration or termination of this Lease.

SECTION 11: COMPLIANCE WITH LAWS

11.01 Compliance. Tenant covenants and agrees that during the term of this Lease, Tenant shall promptly comply with all Applicable Laws, except as to Landlord's maintenance obligations as provided in Section 4.02(b).

11.02 Right to Contest. Tenant shall have the right, after prior written notice to Landlord (and, if such contest must be in the name of Landlord, with approval by the Attorney General), to contest by appropriate legal proceedings, which shall be conducted diligently and in good faith in the name of Landlord or Tenant, or both, and without cost or expense to Landlord, the validity or applicability of any law, ordinance, order, rule or regulation of the nature hereinabove referred to in this Section 11, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally determined and is no longer subject to appeal, provided that observance and compliance therewith, pending the prosecution of such proceeding, may be legally delayed without subjecting Landlord to any liability or fine or encumbrance on the Premises.

SECTION 12: DAMAGE CLAUSE

12.01 Obligation to Rebuild. Should the whole or any part or parts of the buildings or improvements then on the Premises be partially or wholly damaged or destroyed by fire or other insured casualty after the Commencement Date of this Lease, such destruction or damage shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, except as otherwise provided in this Lease. As provided above, Tenant shall be named as the loss payee of the insurance policy for the Premises and Landlord shall cause all proceeds of such insurance to be delivered to Tenant. In the event such proceeds are delivered to Tenant in accordance with the insurance policy in the event of a casualty, Tenant shall restore, rebuild or repair the Premises so damaged or destroyed with reasonable diligence so that the said building and improvements shall be comparable in scope and quality as prior to such casualty. Tenant's obligation to restore, rebuild or repair said buildings and improvements shall be limited to the extent that insurance proceeds are available for such restoration, rebuilding or repair. If insurance proceeds are not sufficient to pay all applicable costs, or if changes in law prohibit (or render economically unfeasible or imprudent) the reconstruction of a then existing building or improvement, Tenant, in its sole discretion, shall have the right to terminate the Lease by delivery of written notice to Landlord within sixty (60) days of Tenant's receipt of the insurance proceeds or Tenant shall use best efforts to construct a different building or structure to serve the same purpose, subject to the limitation that in no event shall Tenant be obligated to incur out-of-pocket expense to do so. In the event Tenant terminates the Lease as herein provided, Tenant shall deliver any and all insurance proceeds received by Tenant with respect to the Premises to Landlord and Tenant shall be relieved of all further obligations hereunder.

12.02 Rent Abatement. If the damage renders the Premises wholly or partially untenantable, there shall be a fair and equitable proportionate abatement of all Rent during that

period based on the proportion of the Premises rendered untenantable and shall continue until Tenant is able to operate its business from the Leased Premises.

12.03 Certain Exceptions to Obligation. Notwithstanding anything to the contrary contained herein, if the destruction or damage which occurs during the last two (2) years of the Term of this Lease, Landlord or Tenant may elect to terminate this Lease by written notice served on the other party within one hundred eighty (180) days after the occurrence of such damage or destruction.

SECTION 13: DEFAULT

13.01 Landlord's Remedies. Landlord shall have the right to terminate this Lease and to recover possession of the Premises by summary proceedings or by any other appropriate legal action or proceedings, and such other rights as may be available at law or in equity, subject in each case to the rights of leasehold mortgages, if:

(a) Tenant shall default in the payment of Rent on any dates provided for in this Lease, and if such default shall continue for a period of thirty (30) days after written notice of such default from Landlord.

(b) Tenant shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease and such default shall not have been cured for a period of thirty (30) days after written notice of such default from Landlord, or if such default cannot with due diligence be cured within ninety (90) days and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within ninety (90) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence). The Landlord shall not be obligated to make payments on any mortgage taken by the Tenant or any sublessee.

(c) Tenant is found by a final judgment of a court of law to have violated Section 14.02 or awarded a contract in violation of Section 14.01, then Landlord may terminate this Lease.

(d) If, after the Commencement Date of this Lease: (i) Tenant shall be adjudicated bankrupt or adjudged to be insolvent; (ii) a receiver or trustee shall be appointed for the aforesaid Tenant's property and affairs; (iii) the aforesaid Tenant shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or (iv) any execution or attachment shall be issued against the aforesaid Tenant or any of the aforesaid Tenant's property whereby the Premises, or any building or buildings or any improvements thereon, shall be taken or occupied or attempted to be taken or occupied by someone other than the aforesaid Tenant, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution or attachment shall not be set aside, vacated, discharged or bonded over within one hundred twenty (120) days after the issuance of the same, then a default hereunder shall be

deemed to have occurred so that the provisions of this Section 13 shall become effective and Landlord shall have the rights and remedies provided for herein.

13.02 Tenant's Remedies. Tenant shall have the right to terminate this Lease by summary proceedings or by any other appropriate legal action or proceedings, and such other rights as may be available at law or in equity, subject in each case to the rights of leasehold mortgages, if:

(a) Landlord shall default in the payment of any sum due to Tenant under this Lease, and if such default shall continue for a period of ninety (90) days after written notice of such default from Tenant.

(b) Landlord shall default or fail in the performance of a material covenant or agreement on its part to be performed in this Lease and such default shall not have been cured for a period of ninety (90) days after written notice of such default from Tenant, or if such default cannot with due diligence be cured within ninety (90) days and Tenant shall not have commenced the remedying thereof within such period or shall not be proceeding with due diligence to remedy it (it being intended in connection with a default not susceptible of being cured by Tenant with due diligence within ninety (90) days that the time within which to remedy same shall be extended for such period as may be necessary to complete same with due diligence).

13.03 In the event that Landlord fails to make timely and necessary repairs to the roof of the Agriculture Building as required by Section 4.02, Tenant may, at its option, make any repairs to the roof of the Agriculture Building necessary to prevent damage to Tenant's property and the interior of the Agriculture Building, and may offset the costs of such repairs against the next installment of Rent falling due thereafter.

SECTION 14: PUBLIC POLICY PROVISIONS/CONDEMNATION

14.01 Unfair Labor Practices. Pursuant to 1980 Public Act 278, as amended, MCLA 423.321, *et seq.*, Tenant shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of such Public Act. This information is compiled by the United States National Labor Relations Board. Information concerning employers who are listed on the register may be obtained from the Michigan Bureau of Employment Relations or it successor.

14.02 Discrimination Prohibited. Tenant shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCLA 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCLA 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Tenant agrees to include in every subcontract or sublease entered into for the

performance of this real estate contract this covenant not to discriminate in employment. A breach of this covenant is a material breach of this real estate contract.

14.03 Condemnation. Landlord shall notify Tenant within ten (10) days of the commencement of eminent domain/condemnation proceedings against the Premises by the Federal Government. This provision shall not apply in the event Landlord or any other party attempts to institute eminent domain or condemnation proceedings against the Premises. Landlord or Tenant, at their option, shall have the right to contest such eminent domain/condemnation proceedings. Each party shall timely notify each other of its intent to contest eminent domain/condemnation proceedings. Landlord shall notify Tenant within ten (10) days of acquisition by eminent domain/condemnation of the Premises by the Federal Government. If a total taking of the Premises by the Federal Government under the power of eminent domain/condemnation occurs, then the term of this Lease shall cease as of the day of possession and the Basic Rent shall be paid up to that day with a proportionate refund by Landlord of such Rent as may have been paid in advance for a period subsequent to the date of the taking. If a partial taking of the Premises under eminent domain/condemnation occurs, Tenant shall have the right either to terminate this Lease and declare same null and void, or to continue in possession of the remainder of the Premises. Tenant shall notify Landlord in writing within sixty (60) days after such taking of Tenant's intention. In the event Tenant elects to remain in possession, all of the terms herein provided shall continue in effect, except that the Basic Rent shall be reduced in proportion to the amount of the Premises taken, Tenant shall have no further obligation to make the Premises suitable for the State Fair (other than the maintenance of any remaining buildings or improvements), and Landlord shall, at its own cost and expense, make all the necessary repairs or alterations to any building, as originally installed, so as to constitute the remaining Premises a complete architectural unit. All damages awarded for either a total or partial taking under the power of eminent domain/condemnation, of the Premises, including fee title, shall belong to and be the property of Landlord, except damages awarded as compensation for diminution in value to the leasehold interest which shall belong to and be the property of Tenant. Tenant shall be entitled to all damages and costs flowing from its loss of the leasehold interest including, but not limited to, loss of the value of the remaining terms of the Lease, the economic value of the Lease, depreciation, going concern value, business interruption claims, the cost of removal of Tenant's supplies and fixtures, and relocation costs.

SECTION 15: OWNERSHIP OF IMPROVEMENTS

15.01 At all times during the Term of this Lease and any subsequent renewals, the Premises and all improvements and permanent fixtures thereon shall be the property of Landlord, except that the snack bar, lighting and floor within the Premises shall be the sole property of the Tenant during the Term of the Lease and Tenant shall have the right to insure same. Upon expiration of the Term, the snack bar, lighting and floor within the Premises shall become the property of the Landlord. Tenant or any subcontractor or sublessee shall have no right to use the Premises or any improvements or permanent fixtures thereon as collateral for any type of finance or pledge or promise as security for any debt or liability, except a mortgage, pledge, hypothecation or grant of other security interest in Tenant's interest in this Lease (or the sublessee's interest in its sublease).

15.02 Tenant reserves the right to remove any trade fixtures installed on the Premises by Tenant.

SECTION 16: RIGHT TO PERFORM FOR OTHER PARTY

16.01 If either Landlord or Tenant shall, after reasonable notice and demand, fail to perform any covenant, condition or other obligation on its part to be performed under this Lease, the other party may do so on behalf of and at the cost and expense of the party so failing to perform. Interest at the rate of five percent (5%) per annum and reasonable attorney fees, if any, shall be collectible from the defaulting party. Subject to the any other rights of Landlord in this Lease, should it be determined by a court of competent jurisdiction that the expending of sums by Landlord was made necessary by Tenant's failure to perform a covenant, condition or any other obligation on Tenant's part to be performed under this Lease, in such event, and only in such event, shall such sums, at the option of Landlord, be deemed additional Rent and payable as such on the next or any subsequent Rent day. Subject to any other rights of Tenant in this Lease, should it be determined by a court of competent jurisdiction that the expending of sums by Tenant was made necessary by Landlord's failure to perform a covenant, condition or any other obligation on Landlord's part to be performed under this Lease, in such event, and only in such event, Tenant shall have the right to deduct the sums expended by Tenant due to Landlord's default from the next ensuing installment of Rent due hereunder for however long a period is required to reimburse Tenant.

SECTION 17: WAIVER OF SUBROGATION

17.01 All insurance policies carried by either party covering the Premises, including but not limited to contents, fire, casualty and other insurance, shall expressly waive any right of the insurer against the other party and the holders of the mortgages described in Section 13 hereof. The parties hereto agree that their insurance policies will include such waiver clause or endorsement.

SECTION 18: PARTIAL INVALIDITY

18.01 If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which this Lease is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SECTION 19: WRITTEN NOTICES

19.01 Any notice to Landlord or Tenant required by this Lease shall be complete if submitted in writing and transmitted by personal delivery (with signed delivery receipt), or certified or registered mail return receipt requested. Unless either party notifies the other in writing of a different mailing address, notices shall be transmitted to the following addresses:

Notice to Landlord:

State of Michigan
Michigan Exposition and Fairgrounds Authority
1120 W. State Fair
Detroit, MI 48203
Attn. General Manager

With a copy to:

State of Michigan
Department of Management and Budget Real Estate Division

Delivery Address:
Mason Building—1st Floor
530 West Allegan St.
Lansing, MI 48933

Mailing Address:
P.O. Box 30026
Lansing, Michigan 48909

Notice to Tenant:

Brian D. Siegel
45300 Mound Road
Shelby Township, MI 48317

With a copy to:
Mark D. Rubenfire
Jaffe, Raitt, Heuer & Weiss
One Woodward Avenue, Suite 2400
Detroit, MI 48226-3418

The notice shall be deemed effective as of 12:00 noon EST time on the third business day following the date of mailing, if transmitted by mail. Business day is defined as any day other than a Saturday, Sunday, legal holiday, or day preceding a legal holiday. A receipt from a U.S. Postal Service, or successor agency, performing such function shall be conclusive evidence of the date of the mailing.

SECTION 20: BINDING ON SUCCESSORS AND ASSIGNS

20.01 Except as otherwise provided in this Lease, all covenants, agreements, provisions and conditions of this Lease shall be binding on and inure to the benefit of the parties hereto, their respective personal representatives, successors and assigns. No modification or termination of this Lease shall be binding unless evidenced by an agreement in writing signed by Landlord and Tenant.

SECTION 21: BROKER

21.01 Landlord and Tenant each warrant, covenant and agree with the other that no broker brought about this Lease nor was any broker involved in the negotiations leading to its consummation.

SECTION 22: NO MERGER

22.01 Notwithstanding any provision of this Lease to the contrary, if at any time or times during the term of this Lease, Landlord and Tenant shall be the same person, party or entity, Landlord's and Tenant's interests shall remain separate and distinct, and shall not be merged into one estate so as to cancel, terminate or extinguish this Lease by law or otherwise.

SECTION 23: SURRENDER

23.01 Upon the termination of the Lease term, Tenant shall quit and surrender the Premises and all buildings and improvements thereon, in good condition and repair, ordinary wear and tear excepted and Landlord shall be entitled to the title and possession of the Premises in accordance with Section 15 hereof.

SECTION 24: QUIET ENJOYMENT

24.01 Landlord agrees, covenants and warrants that as long as Tenant faithfully performs the agreements, terms, covenants and conditions of this Lease within the grace periods and extended periods for any unavoidable delays, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the term and extensions thereof hereby granted without molestation or disturbance by or from Landlord and free of any and all encumbrances created or suffered by Landlord.

SECTION 25: ENVIRONMENTAL

25.01 Phase One Assessment. Landlord has notified Tenant that a Phase I Environmental Assessment of the State Fairgrounds was conducted by Michigan Testing Corporation ("the Environmental Report") and that the environmental assessment identified no conditions that may be associated with the presence of hazardous substances at the Premises

above the generic residential criteria described in Part 201 of the Natural Resource and Environmental Protection Act, ("NREPA"), MCLA 324.20101 *et seq.* A copy of the Environmental Report was provided to the Tenant.

25.02 Notice of Releases. Landlord and Tenant agree to notify each other upon their discovering any release or threatened release of a hazardous substance into, on, or at the Premises. Such notice shall be provided as soon as possible after discovery and in sufficient time for Landlord or Tenant to meet any regulatory reporting requirements or other obligations. Notification may be provided orally, but must be followed within forty-eight (48) hours by written confirmation. Such notification shall be as specific as possible regarding the nature of the release, including, but not limited to the origin, quantity of material, chemical composition and location of the release. Landlord and Tenant shall provide to each other the name, address, and phone number of the individual within their respective organizations who should be notified upon discovery of a release or threatened release. Landlord and Tenant shall comply with all regulatory requirements for reporting of releases or threats of release which are required under applicable federal, state or local laws, regulations or ordinances.

25.03 Landlord's Obligations Relative to Releases. Landlord covenants that in the event a release or threatened release of a hazardous substance in or from the soils, subsurface, surface waters, ground water or existing utility improvements (herein "Environmental Condition") is discovered to exist in or under the Premises, or otherwise on the grounds of the Premises, and such Environmental Condition occurred either (i) prior to the Commencement Date, except for the presence of lead paint and asbestos, or (ii) after the Commencement Date, but was not caused, directly or indirectly, by Tenant or by its employees, agents, contractors, invitees, successors or assigns, (hereinafter "Landlord Environmental Condition"), then Landlord shall, subject to Section 25.05 of this Lease:

(a) Report, investigate, remediate to unlimited commercial cleanup criteria established under Part 201 of NREPA and/or take all other actions required or allowed under applicable federal, state, or local laws, regulations or ordinances.

(b) Inform Tenant and all other parties required to be notified under applicable federal, state, or local laws, regulations, or ordinances of the actions taken to address the Landlord Environmental Condition.

(c) Provide Tenant and all other parties required to be notified under applicable federal, state, and local laws, regulations and ordinances with any reports, data, and other documents generated in connection with any investigation, remediation, or other action taken to address the Landlord Environmental Condition.

25.04 Tenant's Obligation Relative to Releases. Tenant agrees that in the event a tenant Environmental Condition (any Environmental Condition not specifically defined above as a Landlord Environmental Condition) is discovered to exist on, in, or under the Premises:

(a) Tenant shall assume responsibility to the extent provided for by law for such Tenant Environmental Condition.

(b) Tenant shall report, investigate, remediate and/or take all other action required under applicable federal, state, or local laws, regulations or ordinances to address such Tenant Environmental Condition.

(c) Tenant will inform Landlord and all other parties required to be notified under applicable federal, state, or local laws, regulations or ordinances of any actions taken by it to address the Tenant Environmental Condition.

(d) Tenant will provide Landlord and all other parties required to be notified under applicable federal, state or local laws or regulations and ordinances with any reports, data, analysis, or other documents or information generated in conjunction with any investigation remediation or other acts taken by it to address a Tenant Environmental Condition.

(e) Except as otherwise provided herein, Tenant agrees to hold Landlord harmless and to indemnify Landlord for any claims brought against Landlord relating to a Tenant Environmental Condition. This indemnification and hold harmless provision shall survive the termination of the leasehold interest and the sale of the Premises by Landlord. Tenant need not indemnify or defend Landlord to the extent an Environmental Condition is a Landlord Environmental Condition.

25.05 Joint Responsibilities.

(a) To the extent an Environmental Condition is both a Landlord Environmental Condition and a Tenant Environmental Condition, Landlord and Tenant will use their best efforts, good faith and sound and acceptable engineering and scientific judgment to determine their respective contribution to, and responsibility for, the Environmental Condition.

(b) To the extent an Environmental Condition is a Landlord Environmental Condition that must be remediated in order to permit the continued use of the Premises, the following provisions shall apply:

1. Either party shall have the right to terminate this Lease (subject to the further terms of this paragraph) by delivering written notice to the non-terminating party ("Environmental Termination Notice") stating therein (i) a termination date that is the last date that the occupancy will be permitted and (ii) the estimated cost of the clean up and remediation of the environmental condition. Such notice shall be delivered within thirty (30) days of a final determination that such Environmental Condition must be remediated for occupancy of the Premises to continue. The non-terminating party shall then have the option to be exercised by written notice to the terminating party within 30 days of receipt of the Environmental Termination Notice (the "Work Acceptance Notice") to perform the required remediation, in which event such termination shall be null and void and, if the non terminating party is Tenant, the cost of such remediation shall be reimbursed in accordance with subsection 2 below.

2. If Tenant, with the prior consent of the Landlord as to the plan of remediation, which shall not be unreasonably withheld, remediates the environmental condition on behalf of Landlord, Tenant shall be entitled to offset such amount

against Rent in monthly amounts equal to the out of pocket costs and expenses of the remediation work amortized over the remainder of the Term of the Lease (as the same may be extended) after applying a Prime Rate of Interest (such term being hereinafter defined). In no event, however, shall the monthly reduction exceed monthly Rent. Prime Rate of Interest shall mean the rate of interest charged by Comerica Bank as its prime lending rate.

25.06 Certain Other Responsibilities. In the event a spill or release of a hazardous substance (i) occurs at or on the Premises after the Commencement Date and (ii) does not constitute an Environmental Condition because it has not impacted the soils, subsurface, surface waters, or ground water in or under the Premises, Landlord and Tenant shall be responsible for properly cleaning up or otherwise addressing any such spill or release which it or its employees, agents, contractors, invitees, or assigns, respectively, causes.

25.07 Compliance with Laws. Landlord and Tenant shall comply with all applicable federal, state, and local environmental laws, regulations and ordinances in connection with the use and occupancy of the Premises.

SECTION 26: RIGHT TO ENTER

26.01 Right to Enter. Tenant expressly agrees that Landlord's agents and employees, and agents for police authorities or government agencies may, at any reasonable time, enter upon and inspect all or any portion of the Premises to enforce compliance with applicable statutes, ordinances, regulations, and this Lease.

SECTION 27: EFFECTIVE DATE OF LEASE

27.01 Effective Date. This Lease will not become effective and binding on either party until approved by the Landlord, Tenant, Attorney General as to Legal Form, Building Committee of the State Administrative Board, the State Administrative Board, and signed by the Michigan Expositions and Fairgrounds Authority. All dates in this Lease may be subsequently adjusted as mutually agreed to by Landlord and Tenant.

SECTION 28: ORIGINAL LEASE AND ENTIRE AGREEMENT

28.01 Original Lease. This Lease supersedes the lease between Landlord's predecessor and Tenant for the Premises dated April 8, 2004 (the "Original Lease"). Notwithstanding anything contained in this Lease to the contrary, all claims by either party against the other arising out of the Original Lease and the operations of Tenant during the terms of the Original Lease—including claims premised on the Tenant's indemnification and hold harmless obligations in the Original Lease—shall survive the termination of the Original Lease.

28.02 Entire Agreement. This Lease contains the entire agreement of the parties with respect to the Premises, and this Lease may not be amended, modified, released, or discharged,

in whole or in part, except by an instrument in writing signed by the parties, and executed in the same manner as this Lease was executed, as required under paragraph 27.01.

SECTION 29: CAPTIONS

29.01 Captions. The captions of the Sections of this instrument are solely for convenience and shall not be deemed a part of this instrument for the purposes of construing the meaning thereof or for any other purpose.

SECTION 30: NO WAIVER

30.01 Waiver. No waiver of any covenant or condition contained in this Lease, or of any breach of any such covenant or condition, shall constitute a waiver of any subsequent breach of such covenant or condition by either party, or justify or authorize the nonobservance on any other occasion of the same or any other covenant or condition hereof of either party.

SECTION 31: INTERPRETATION

31.01 Interpretation. This Lease shall be construed in accordance with the laws of the State of Michigan. Whenever the contents of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The neuter gender includes the masculine and the feminine. This Lease was negotiated and drafted by all of the parties to this Lease.

SECTION 32: GOVERNMENT AGENCIES

32.01 Agencies. If any government agency, department, division, or official identified in this Lease is renamed, eliminated, changed, or moved, then the provision regarding that government agency, department, division, or official shall apply equally and fully to any successor or assigned government agency, department, division, or official.

SECTION 33: INFORMAL DISPUTE RESOLUTION

33.01 Non-Binding Dispute Resolution. (a) If the parties are unable to resolve any disputes at the Annual Meeting, the parties shall meet with the Director Real Estate Division, or the Director of the Office of Management and Budget, for the purpose of attempting to resolve such dispute without the need for formal legal proceedings. Such meeting and any decisions of such director shall be non-binding upon the parties but may assist the parties in resolving the dispute. In the event of a dispute:

(i) The representatives of Tenant and Landlord shall meet as often as the parties reasonably deem necessary in order to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in

connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Lease will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated Tenant and Landlord representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process and a final meeting with the Director of Land and Tenant Services or the Director of the Office of Management and Budget shall issue a written opinion regarding the issue(s) in dispute. Landlord and Tenant shall each then determine whether they will agree to abide by the terms of the opinion or pursue other remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings at any time during the above process.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

SIGNATURE PAGES FOLLOW

WITNESSES:

TENANT:
FIELDHOUSE, L.L.C., a Michigan Limited Liability Company

By: Brian D. Siegel
Title: ~~Chief Executive Officer~~ Managing Member

STATE OF MICHIGAN)
COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 2nd day of November 2007, by Brian D. Siegel, Chief Executive Officer, Fieldhouse, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

Notary Public, State of Michigan, County of_____.
My Commission Expires:_____
Acting in the County of _____

CARRIE J. WRIGHTNER
Notary Public - Michigan
Macomb County
My Commission Expires
September 04, 2010

WITNESSES:

_____

_____

LANDLORD:
STATE OF MICHIGAN
Michigan Exposition and Fairgrounds Authority

By: Steven R. Jenkins
Title: General Manager

STATE OF MICHIGAN)
COUNTY OF Wayne)

The foregoing instrument was acknowledged before me this 30 day of Dec 2007, by Steven R. Jenkins, General Manager, on behalf of the Michigan Exposition and Fairgrounds Authority

LADON JENKINS
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Nov 21, 2010
ACTING IN COUNTY OF Wayne

Notary Public, State of Michigan, County of Wayne
My Commission Expires: 11-21-2010
Acting in the County of Wayne

This Lease has been approved as to legal form by the Michigan Attorney General IML

This Lease was approved by the Michigan State Administrative Board on:

APPROVED
STATE ADMINISTRATIVE BOARD

NOV 20 2007

DEPT. OF MANAGEMENT & BUDGET
Item #9

Rev. 10-07
AG2003014143C

Exhibit A

LAND DESCRIPTION – MAIN CAMPUS

A parcel of land in the N ½ of section 2 and the NE ¼ of Section 3, T1S, R11E, City of Detroit, Wayne County, Michigan and more particularly described as commencing at the northwest corner of said section 2; thence SO1'59'26"E 33.00 feet, to the north line of Germans Montrose Park Subdivision and the south right of way of Eight Mile Road and the point of beginning of this description; thence N88'00'34"E 633.69 feet, on the north line of said subdivision to the northwest corner of lot #136, Germans Montrose Park Subdivision; thence SO1'59'26"E 136.58 feet, on the west line of said lot #136 to the southwest corner of said lot #136; thence N88'15'14"E 300.00 feet, on the south line of lots #136 through #127 to the southeast corner of lot #127, Germans Montrose Subdivision; thence N01'59'26"W 137.86 feet, to the north line of Germans Montrose Subdivision; thence N88'00'34"E 1639.15 feet, on the north line of Germans Montrose Subdivision and its extension on the south right of way line of Eight Mile Road to the southwesterly right of way of the Grand Trunk Western Railroad; thence on said right of way on the next five calls; thence S31'13'25"E 169.96 feet; thence S44'18'21"E 110.43'; thence S31'13'25"E 1849.71 feet; thence S58'46'35"W 20.00 feet; thence S31'13'25"E 914.91 feet, to the centerline of State Fair Avenue and the E-W ¼ line of said section 2; thence S89'08'56"W 1425.09 feet, on said E-W ¼ line to the center of said section 2; thence S88'32'46"W 1290.77 feet on said E-W ¼ line and center of State Fair Avenue; thence N01'32'55"W 33.00 feet, to the north line of State Fair Avenue; thence S88'32'46"W 692.91 feet, on the north line of State Fair Avenue to the northeast right of way line of Woodward Avenue; thence N26'34'10"W 1729.10 feet on said Woodward Avenue right of way to the southwest corner of lot #24, Plat of State Fair Subdivision #2; thence N88'21'23"E 182.91 feet, on the south line of said State Fair Subdivision #2; thence N01'44'01"W 115.13 feet, on the east line of lot #26 and its extension to the northeast corner of said lot #26; thence S88'15'59"W 106.06 feet, on the north line of lots #26 and #25 and the adjacent alley to the northeast corner of lot #19, said State Fair Subdivision #2; thence N26'34'10"W 115.10 feet, on the northeast line of lots #16, #17, #18 and their extension over Winchester Avenue to the northeast corner of lot #16, said State Fair Subdivision #2; thence S88'15'59"W 130.00 feet, on the north line of said lot #16 to the northeast right of way line of Woodward Avenue; thence N26'34'10"W 624.38 feet, on the southwest side of said State Fair Subdivision #2 and said Germans Montrose Subdivision to the southwest corner of lot #62 said Germans Montrose Subdivision; thence N88'15'15" 100.00 feet, on the south line of said lot #62 to the southeast corner of said lot #62; thence N26'34'10"W 53.98 feet, on the northeast side of lot #62, lot #169 and lot #170 to the northeast corner of said lot #170; thence S88'15'15"W 100.00 feet, on the north line of said lot #170 to the northwest corner of said lot #170; thence N26'34'10"W 179.55 feet, on the southwest side of Germans Montrose Subdivision and Woodward Avenue right of way to the northwest corner of Germans Montrose Subdivision and the south right of way line of Eight Mile Road; thence N88'00'34"E 258.12 feet, on the north line of Germans Montrose Subdivision and south right of way of Eight Mile Road to the northwest corner of lot #164, Germans Montrose Subdivision; thence S01'59'26"E 132.80 feet, on the west line of said lot #164 to the southwest corner of said lot #164; thence N88'14'53"E 120.00 feet, on the south line of lot #164 through lot #161, Germans Montrose Subdivision to the southeast corner of said lot #161; thence N01'59'26"W 133.30 feet, on the east line of said lot #161, to the south right of way of Eight Mile Road and the north line of said Germans Montrose

Subdivision; thence N88'00'34"E 143.71 feet, on the north line of Germans Montrose Subdivision to the point of beginning, containing 192.92 acres, excepting the following:

LAND DESCRIPTION – DEPARTMENT OF NATURAL RESOURCES – POCKET PARK

A parcel of land in the N ½ of section 2 and the NE ¼ of section 3, T1S, R11E, City of Detroit, Wayne County, Michigan and more particularly described as commencing at the northwest corner of said section 2; thence S01'59'26"E 33.00 feet, to the north line of Germans Montrose Park Subdivision and the south right of way of Eight Mile Road; thence N88'00'34"E 633.69 feet, on the north line of said subdivision to the northwest corner of lot #136, Germans Montrose Park Subdivision; thence S01'59'26"E 136.58 feet, on the west line of said lot #136 to the southwest corner of said lot #136; thence N88'15'14"E 300.00 feet, on the south line of lots #136 through #127 to the southeast corner of lot #127, Germans Montrose Subdivision; thence N01'59'26"W 137.86 feet, to the north line of Germans Montrose Subdivision; thence N88'00'34"E 1639.15 feet, on the north line of Germans Montrose Subdivision and its extension on the south right of way line of Eight Mile Road to the southwesterly right of way of the Grand Trunk Western Railroad; thence on said right of way on the next five calls; thence S31'13'25"E 169.96 feet; thence S44'18'21"E 110.43'; thence S31'13'25"E 1849.71 feet; thence S58'46'35"W 20.00 feet; thence S31'13'25"E 914.91 feet, to the centerline of State Fair Avenue and the E-W ¼ line of said section 2; thence S89'08'56"W 1425.09 feet, on said E-W ¼ line to the center of said section 2; thence S88'32'46"W 1290.77 feet, on said E-W ¼ line and center of State Fair Avenue; thence N01'32'55"W 33.00 feet, to the north line of State Fair Avenue; thence S88'32'46"W 692.91 feet, on the north line of State Fair Avenue to the northeast right of way line of Woodward Avenue; thence N26'34'10"W 400.15 feet, on said Woodward Avenue right of way to the point of beginning of this description; thence N26'34'10"W 295.35 feet, on said Woodward Avenue right of way; thence N88'25'45"E 251.61 feet; thence S01'14'04"E 13.00 feet; thence N88'45'56"E 169.82 feet; thence S00'25'49"E 252.35 feet; thence S88'09'24"W 291.51 feet, to the point of beginning, containing 2.13 acres.

EXHIBIT B
LEGAL DESCRIPTION
AGRICULTURE BUILDING AND MICHIGAN MALL-EAST

A parcel of land in the NW 1/4 of Section 2, T1S-R11E, City of Detroit, Wayne County, Michigan and more particularly described as commencing at the Northwest corner of said Section 2; thence S01°59'26"E, 33.00 feet to the North line of Germans Montrose Park Subdivision and the south right of way of Eight Mile Road; thence N88°00'34"E, 1323.68 feet, on the north line of Germans Montrose Subdivision to the east line of said subdivision; thence S01°41'24"E, 1008.30 feet on the east lines of Germans Montrose Subdivision and State Fair Subdivision No. 2 to the south line of said State Fair Subdivision No. 2; thence S88°21'23"W, 26.86 feet on said south line to a point on the Northerly extension of the East wall line of the Agriculture Building; thence S01°34'55"E, 48.37 feet along said extension to the Northeast corner of said building, said point also being the POINT OF BEGINNING; thence along the exterior wall line of said Agriculture Building for the following twelve (12) courses:

1) S01°34'55"E, 92.35 feet
2) N88°25'05"E, 10.50 feet
3) S01°34'55"E, 59.00 feet
4) S88°25'05"W, 10.50 feet
5) S01°34'55"E, 92.37 feet
6) S88°25'05"W, 11.95 feet
7) S01°43'31"E, 11.00 feet
8) S88°16'29"W, 95.89 feet
9) N01°43'31"W, 11.00 feet
10) S88°16'29"W, 12.00 feet
11) N01°38'51"W, 243.74 feet
12) N88°17'55"E, 120.13 feet to the POINT OF BEGINNING, containing 30,917 square feet.

July 17, 2009

Via Certified Mail
Return Receipt Requested
State of Michigan
Department of Management and Budget
Real Estate Division
Mason Building- 1st Floor
Terri Fitzpatrick
530 West Allegan Street
Lansing, Michigan 48933

Via Certified Mail
Return Receipt Requested
P.O. Box 30026
Lansing, Michigan 48909

Via Hand Delivery
Signed Delivery Receipt Requested
State of Michigan
General Manager
Robert Porter
1120 W. State Fair
Detroit, Michigan 48203

RE: Lease dated November 2, 2007 between State of Michigan, Michigan Exposition and Fairgrounds Authority, as Landlord, and Fieldhouse, LLC, as Tenant (the "Lease") for the property commonly referred to as the Agricultural Building, the East Mall and related easements (collectively the "Premises").

Dear Ms. Fitzpatrick,

Pursuant to Sections 4.04 and 19.01 of the Lease, this letter shall serve as formal notice of Tenant's election to renew the Lease for an additional 5 year term commencing on October 1, 2009 and ending on September 30, 2014.

Feel free to call me with any questions or concerns that you may have. We look forward to continuing to work with you on this important community based operation at the Fairgrounds.

Yours truly,
Fieldhouse, LLC

By: _____
Brian D. Siegel
Its: Managing Member

Cc: Joe Dumars
Ira Jaffe

B

RFP Response

Sale of the Michigan State Fair Grounds

July 18, 2012

Financial Submission

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Bidder Information

Joel I. Ferguson
1223 North Turner
Suite 300
Lansing, Michigan
48906

Phone: 517.371.2515

Legal Entity:

Magic Plus, LLC

Organization and Year

Magic Plus, LLC

2012

Contact for RFP

Joel I. Ferguson
1223 North Turner
Suite 300
Lansing, Michigan
48906

lucyjif@aol.com

Phone 517.371.2515
Fax 517.371.2537

Signed Release Attachment B

Signed Purchaser's Acknowledgement Attachment C

REQUEST FOR PROPOSAL
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

RELEASE, WAIVER OF LIABILITY, AND COVENANT NOT TO SUE

1. I understand I have permission to enter the former Michigan State Fairgrounds located in the City of Detroit, Michigan, and more specifically described in the attached Offer to Purchase Real Property (the "Offer") Exhibit 1 – Legal Description (the "Property").

2. I covenant and agree that I will refrain from commencing any action or proceeding, or prosecuting any pending action or proceeding, on account of any matter released hereunder.

3. I absolutely and unconditionally release and forever discharge the State of Michigan and its departments, commissions, boards, institutions, arms, agencies, and instrumentalities, including without limitation, the State of Michigan Land Bank Fast Track Authority, the Michigan Strategic Fund, and the Michigan Economic Development Corporation, and their respective past, present, and future directors, officers, employees, attorneys, agents, representatives, indemnitors, and insurers (collectively the "State") from all claims that I directly, indirectly, derivatively, or in any other capacity ever had, now have, or hereafter can, shall, or may have arising out of entry on and inspection of the Property.

4. I acknowledge this release is a full release. I expressly waive and assume the risk of any and all claims for damages that may hereafter arise out of my entry on and inspection of the Property, including those of which I do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect my decision to enter into this agreement.

Magic Plus, LLC [*Name of Entity (Please Print)*]

[*Signature*]

By: Joel Irving Ferguson [*Name (Please Print)*]

Its: Partner [*Title*]

Date: 7/17/12

REQUEST FOR PROPOSAL
MICHIGAN STATE FAIRGROUNDS PROPERTY
RFP-Doc-MSF01

PURCHASER'S ACKNOWLEDGEMENT

The undersigned proposes to purchase from the State of Michigan Land Bank Fast Track Authority (MLB) certain real property commonly known as the former Michigan State Fairgrounds located in the City of Detroit, Michigan, and more specifically described in the attached Offer to Purchase Real Property (the "Offer") Exhibit 1 – Legal Description (the "Property").

The undersigned acknowledges that their Proposal complies with the requirements of the Request for Proposal and all applicable legal requirements. Additionally, the undersigned acknowledges that any exceptions/additions/revisions to the attached Offer must be in the form of an Addendum to the Offer, and attached as such to the Offer submitted with the Proposal. Bidder has / has not (circle one) made revisions to the Offer.

The undersigned has carefully checked the Proposal and understands that they will be responsible for any errors or omissions in the Proposal, and is in receipt of or had access to any information regarding the Property available from the MLB. The Bidder acknowledges the ability to expedite due diligence and to close within 15 days from the Project award date. The undersigned further acknowledges that the MLB is not liable for any costs incurred by Bidder in preparing and submitting a proposal, and that Bidder is fully responsible for all such costs.

The undersigned acknowledges that the MLB reserves the right to: waive any irregularity or defect in any Proposal and/or request additional information pertaining to the Proposal; conduct a Best and Final Offer (BAFO); and at its sole discretion, reject any and all bids.

By signing below, Bidder acknowledges and certifies that they are authorized to submit the accompanying proposal and all components thereof; that they have read and understands all terms and conditions of the Request for Proposal; that they understand all documents and reports are provided as a courtesy to the interested parties and that the Bidder should rely on their own professional inspections and investigations and that all parts of the proposal submitted may be relied on by the MLB as valid.

Magic Plus, LLC [Name of Entity (Please Print)]

[Signature]

By: Joel Irving Ferguson [Name (Please Print)]

Its: Partner [Title]

Date: 7/17/12

Civil and Criminal Background Consent form
Attachment D

STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
KEY PERSONNEL CERTIFICATION FORM

Bidder's Legal Name (business entity submitting Proposal)	Bidder's Employer Tax Identification Number (EIN)
Magic Plus, LLC	D5699Q

List the Bidder's Corporate, Company, or Partnership Director(s), Officer(s), Partner(s), and/or Member(s), and managerial employees. Specifically, each person who is a business entity, person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more – **all must be listed.** A Key Person Questionnaire must be completed for each. Attach additional pages if necessary.

Entity Name/Full Name of Individual (middle names mandatory)	Title/Role
Earvin Johnson	Partner
Joel Irving Ferguson	Partner
Marvin W. Beatty	Partner

BIDDER ENTITY DESCRIPTION

The information in the following section will determine if criminal and civil background checks on Key Personnel will be required as part of State of Michigan Land Bank Fast Track Authority Request for Proposals process.

FOR ALL BIDDERS, the Bidder must complete a Key Person Questionnaire (Attachment 1) for each person who is a business entity; person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more indicated above.

All Bidders are subject to a civil and criminal background check. Additional Key Person background checks may be required by the State of Michigan Land Bank Fast Track Authority or any of its designees.

CERTIFICATION

I authorize the MLB and MEDC or any of their designees to perform background checks on the Bidder. I hereby certify that the information contained in this form is true and correct to the best knowledge of the Bidder and the undersigned.

Signature	Date
	7/17/12
Typed Name	**Title**
Joel Irving Ferguson	partner

STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
KEY PERSON QUESTIONNAIRE

*Must be completed for **EACH** person who is a business entity, person includes affiliates, subsidiaries, officer, directors, managerial employees and any person(s) who, directly or indirectly, hold a pecuniary interest of that business entity of 20% or more ("Key Persons").*

BACKGROUND

Company Name: Magic Hus, LLC

Full Name (First, Middle, and Last) *—Please indicate full middle name — or — check for No Middle Name* ☐: Joel Irving Ferguson

Position and Title: Partner

Formerly Known As Name(s) (First, Middle, and Last) *—Including but not limited to maiden name(s). Please indicate full middle name — or — check for No Middle Name* ☐:

Residence Address (Street/P.O. Box/City, State and Zip Code): 1223 North Turner #300 Lansing, MI 48906

Date of Birth	Telephone Number	Email Address
11/14/38	517.371.2515	lucyjif@aol.com

BUSINESS INTEGRITY: Check "Yes" or "No" for each of the following. Provide details on every "Yes" response on a separate sheet of paper.

YES	NO	
☐	☑	**Convictions**: Have you **ever** been convicted been of, or entered a plea of nolo contendere in, any criminal proceeding, or are you currently a defendant in any criminal proceeding, other than a minor traffic offense.
☐	☑	**Taxes**: Do you currently owe past due taxes to any government entity, or have had filed against you, or ever been served, a complaint, lien, judgment, or other notice filed with any public body regarding the payment of any tax required under federal, state or local law.
☐	☑	**Bankruptcy**: **You had** or **have an** ownership interest in any business, or in which you served as an officer or director, which has ever been declared bankrupt by a court, or been the subject of a voluntary or involuntary filing of any type of bankruptcy or insolvency.
☐	☑	**Agency Proceedings and Civil Litigation**: Do you **presently**, or **have you ever** been, a respondent/defendant in any administrative agency proceedings or civil litigation involving allegations of embezzlement, theft, forgery, bribery, falsification or destruction of records, dishonesty, deception, fraud, misrepresentation, civil conspiracy, breach of contract, unethical or unlawful business practices, false claims, securities violations, or any other claim that may be relevant to determining business integrity.

CONSENT AND CERTIFICATION

I consent to the release of information concerning the information contained herein to the State of Michigan Land Bank Fast Track Authority (MLB), Michigan Economic Development Corporation (MEDC), or any of their designees. I specifically authorize the MLB and MEDC, or any of their designees, to do a criminal and civil background check on me.

I, Joel Ferguson, certify that the information provided in this statement is, complete, true and accurate.

Signature

Date: 7/17/12

Please note the responses provided will not necessarily disqualify the Bidder from receiving award of the Project.
INCOMPLETE FORMS WILL CAUSE A DELAY IN PROCESSING THE PROJECT AND APPLICATION.

Purchase Price Offer

See attached documents

OFFER TO PURCHASE REAL PROPERTY

THIS OFFER TO PURCHASE REAL PROPERTY (the "Offer") is entered into between Magic PLUS, LLC, a LLC, (the "Buyer"), and the State of Michigan Land Bank Fast Track Authority (the "Seller"). Buyer agrees to purchase from Seller the land, structures and improvements (the "Property") located in the City of Detroit, County of Wayne, State of Michigan, commonly known as the former Michigan State Fairgrounds, containing 157.47 acres, more or less, and legally described on the attached Exhibit 1, under the following terms and conditions:

1. Purchase Price. Buyer will pay to Seller the sum of See Attachment-A Dollars ($_____) at Closing. The Property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property.

2. Irrevocable Offer. This Offer is irrevocable except as set forth in Paragraph 6 with respect to cancellation during the Inspection Period.

> **2.1** The Seller, by executing the acceptance portion hereof and including the same in a response addressed to Buyer pursuant to Section 12. Notices, of this Offer, will cause this Offer, without further action of either party, to become a binding contract for the sale of Property.

3. Approvals. Notwithstanding any other provision of this Offer, Buyer acknowledges that sale of the Property must be approved by the State of Michigan Land Bank Fast Track Authority Board of Directors prior to Closing. Seller makes no representation that the State of Michigan Land Bank Fast Track Authority Board of Directors will approve this Offer.

4. Earnest Money. Upon execution of this Offer, the Buyer will deliver an earnest money deposit in the form of a cashier's or certified check in the amount of Twenty Five Thousand Dollars ($25,000) made payable to the State of Michigan (the "Earnest Money"). The Earnest Money will be credited to the Purchase Price at Closing. Buyer will not be entitled to any interest earned on the Earnest Money.

> **4.1** Upon acceptance of this Offer, Fifty percent (50%) is immediately non-refundable. Buyer acknowledges that the Earnest Money is deemed non-refundable and the Buyer will have no right, claim or interest in or to such Earnest Money. Buyer further acknowledges that the balance of the Earnest Money deposit will only be refundable under the conditions set forth in Section 6 and that the full amount of the Earnest Money is non-refundable as liquidated damages in the event of default or failure by Buyer to perform any of its obligations under the terms of this Offer. In the event that the State of Michigan Land Bank Fast Track Authority Board of Directors does not approve the transaction the Earnest Money will be returned in its entirety to the Buyer.

5. Closing. The Closing will occur at a location and time agreed upon by both the Seller and Buyer, not more than fifteen (15) calendar days after the State of Michigan Land Bank Fast Track Authority Board of Directors approves the transaction.

5.1. The Quitclaim Deed will be prepared by Seller, all other closing documents will be prepared by the buyer. Closing costs and special assessments, if any, will be paid by Buyer.

5.2. At Closing, after receipt of the balance of the Purchase Price in the form of a certified check, cashier's check or electronic funds from Buyer, Seller will convey title to the Property by Quitclaim Deed, prepared and approved by the Seller, subject to any liens, charges, actions, encumbrances, restrictive covenant and title exceptions, and subject to the provisions of Public Act 74 of 2012 and Public Act 75 of 2012.

5.4. The execution and delivery of the Quitclaim Deed by the Seller will be deemed to be in full performance and discharge of all the terms and conditions of this Offer to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

6. Inspection Period.

6.1. Buyer acknowledges that it has had the opportunity for physical inspection of the Property prior to entering into this Agreement, and will accept the Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its present condition. It will be the sole responsibility of the Buyer to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate to Buyer prior to entering into this Agreement.

6.2. Seller authorizes Buyer to enter the Property, with prior notification to Seller, to conduct investigations and studies, and Buyer hereby releases Seller of any and all liability associated with entry and inspection, and warrants that it will comply with applicable regulations regarding environmental and other matters. The Buyer will have until 1:00 p.m., December 4, 2012, to conduct investigations and other due diligence inquiries regarding the Property (the "Inspection Period").

6.3. After its inspection, if the Buyer is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Buyer, no later than 1:00 p.m., December 4, 2012, may cancel this Offer to Purchase Real Property, at Buyer's sole discretion. If Buyer cancels, it will provide the Seller with copies of any and all its due diligence materials acquired during the Inspection Periods, including but not limited to, environmental reports, surveys, title commitments, and other due diligence materials, and be entitled to a return of Fifty percent (50%) of the original Earnest Money.

7. Environmental. Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous,

polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

7.1. Buyer agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

7.2. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

7.3. Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer.

7.4. Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

8. Property Survey. The survey dated December 12, 2000, by Enger Surveying and Engineering, is the survey of record and will govern the Closing. Buyer may, at Buyer's expense, obtain an independent survey of the Property.

9. Title Insurance. Buyer is responsible for the costs of issuance of a title insurance policy, to be obtained at the discretion of Buyer.

10. Zoning, Safety and Regulatory Compliance. When title passes to the Buyer at Closing, the Property will immediately become subject to certain State safety and regulatory laws and to

certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it will comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Property. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

11. Fees and Commissions. If any person asserts a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Offer, the Buyer will (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

12. Notices. Notices under this Offer must be delivered to:

Buyer: Joel Ferguson
1223 N. Turner
Suite 300
Lansing, MI 48906

Seller:
State of Michigan Land Bank Fast Track Authority
Attn: Kim Homan, Executive Director
300 N. Washington Square
Lansing, MI 48913.

Facsimile or electronic notices will not be accepted.

13. Buyer Representations and Warranties. Buyer represents and warrants to Seller:

13.1. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.

13.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Offer.

13.3. The representation and warranties of Buyer will survive Closing.

14. Public Policy Provisions.

14.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Buyer will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Offer, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Buyer agrees to include in every subcontract entered into for the performance of this Offer this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

14.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Buyer or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

15. Termination. If the Buyer fails to perform any of its obligations under this Offer, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within thirty (30) days after the Seller's written notice, Seller may terminate this Offer and any monies paid hereunder may be retained by the Seller as liquidated damages.

16. Miscellaneous Provisions.

16.1. It is expressly understood and agreed that neither the Seller nor the Buyer may assign its interest under this Offer or any portion thereof without the prior written consent of the other party, its successors or assigns.

16.2. Prior to Closing, any news releases or other media releases to the public of information with respect to the sale of the Property or any matters set forth in this Offer will be made only in the form approved by Seller in writing.

16.3. Each provision of this Offer is severable from all other provisions of the Offer and, if one or more of the provisions of the Offer is declared invalid, the remaining provisions of this Offer will remain in full force and effect.

16.4. This Offer may be changed or modified only if in writing and signed by both parties.

16.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Offer. Without limiting the generality of the foregoing, Buyer will, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section will survive Closing.

16.6. The provisions of this Offer and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Offer or of the documents to be executed and delivered at Closing.

16.7. This Offer may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

16.8. Captions and headings used in this Offer are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Offer.

16.9. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer will be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer will be for general informational purposes only, (b) Buyer will not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer will have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer will assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

17. Governing Law. This Offer is governed by, and construed in accordance with, the laws of the State of Michigan.

18. Entire Agreement. This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Offer will inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

19. Effective Date. The Effective Date of this Offer will be the date signed as accepted by the Executive Director of the State of Michigan Land Bank Fast Track Authority.

BUYER:

Magic Plus, LLC [Name of Entity (Please Print)]

[Signature]

By: Joel Ferguson [Name (Please Print)]

Its: Partner [Title]

Date: 7/17/12

ACCEPTANCE:

On this _____ day of _____, 2012, the State of Michigan, by its Land Bank Fast Track Authority acting pursuant to Public Acts 258 of 2003; 74 of 2012; and 75 of 2012, accepts the foregoing Offer according to its terms.

STATE OF MICHIGAN
LAND BANK FAST TRACK AUTHORITY

_____

By: Kim Homan
Its: Executive Director

Date: _____

EXHIBIT A

Purchase Price of Property

In determining the Purchase Price of the Michigan State Fair Property ("Property") the best example of value is the Gateway Project. The Gateway Project began eight (8) years ago with a plan to secure a number of major retailers for the Development. The Project was unable to obtain leases from any of the major retailers. In the Fall of 2010 Meijer considered an offer to come to the site under certain conditions which included:

A. Meijer would be provided 20 acres at no cost to Meijer;

B. The Developer would build out the entire site including a complete build out of the Meijer site;

C. Meijer would receive a number of financial incentives; and

D. The developer would secure a 20,000 square foot retail tenant.

The development of the Meijer's site evidences the fact that the Property has little or no value until developed. A developer has to incur substantial costs in order to develop the site and make it viable for a mixed use development.

The fair market value of the Property should be based on the future value created by the development. In order to obtain the future value for determining the purchase price we feel that Magic Plus, LLC has the best plan, vision, team and capability to perform.

Therefore, the Buyer is offering a purchase price for the Property payable in the amount equal to 1% of any of the net lease revenue that the Buyer receives for the Property or in the alternative 1% of the net proceeds received on the sale of the Property. Payments will be made at the time the sale or lease proceeds received by the Buyer.

Earnest Money

Qualifications

Anderson House Office Building
124 North Capitol Ave.
Lansing, Michigan 48909

A steel structure, 14 stories high building housing various governmental officials and staff for the Michigan House of Representatives. Completed in 1999 at a cost of 40 MM. Project delivered on time, on budget. Refer project questions to the House of Representative's Business Office, Lansing, Michigan 48909.

Michigan State Police Headquarters Building
333 South Grand Ave.
Lansing, Michigan 48933

A low 5 story building with design features that protect the structure from security threats requiring special beam, fence and location configuration. Completed in 2009 at a cost of 39MM. Project was delivered on time and on budget. Refer questions to the State of Michigan Office of Management and Budget, Lansing, Michigan 48909

Riverfront Towers and Town homes
601 North Cedar
Lansing, Michigan 48912

A 10 story, high rise apartment building. Building has 275,000 square feet with 276 rental units. The building was completed in 1980 and functions as both senior and low income housing. The project was completed on time and on budget. Refer questions to First Corporation, 4275 Five Oaks Drive Lansing, Michigan 48911

Evidence of Bidder's Capacity to Finance

The members of the development team will provide the equity for the Project as required. Additional funding will be provided by conventional commercial bank credit and Bond financing.

Past Performance with the State of Michigan

Heart of the City, LLC
1989 Lease with the State of Michigan

Anderson House of Representative Building
1999 Lease and Sale to the State of Michigan

Michigan State Police Headquarters
2009 Lease and Sale to the State of Michigan

Contract Performance

No contract terminated.

Litigation Disclosure

No Litigation to disclose.

Organizational Documents

See Attached.

AFFIDAVIT OF RICHARD A. HENDERSON
FOR HENDERSON & ASSOCIATES, PC

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

The undersigned, being first duly sworn, deposes and states as follows:

1. That Affiant is a Certified Public Accounting firm represented by Richard A. Henderson who is duly licensed to practice public accounting in the State of Michigan.

2. This Affidavit is given pursuant to a request for proposals from the State of Michigan Land Bank Fast Track Authority in relation to the Michigan State Fairgrounds Property.

3. That Affiant provides professional accounting and tax services for Magic Plus, LLC ("Company").

4. That Affiant has personal knowledge of the financial condition of Company.

5. The Company has access, through its Members, to liquidity in excess of $2,000,000.00 and a net worth in excess of $10,000,000.00.

Further, Affiant sayeth not.

HENDERSON & ASSOCIATES, PC

Date: July 17, 2012

By: Richard A. Henderson

Subscribed and sworn to before me, a Notary Public, this 17 day of July, 2012 by Richard A. Henderson for Henderson & Associates, PC.

Mary A. Colthorp
MARY A. COLTHORP, Notary Public
Commissioned in INGHAM County, MI
Acting in INGHAM County, MI
My Commission Expires: 11/27/2013

MARY A. COLTHORP
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF INGHAM
My Commission Expires Nov. 27, 2013

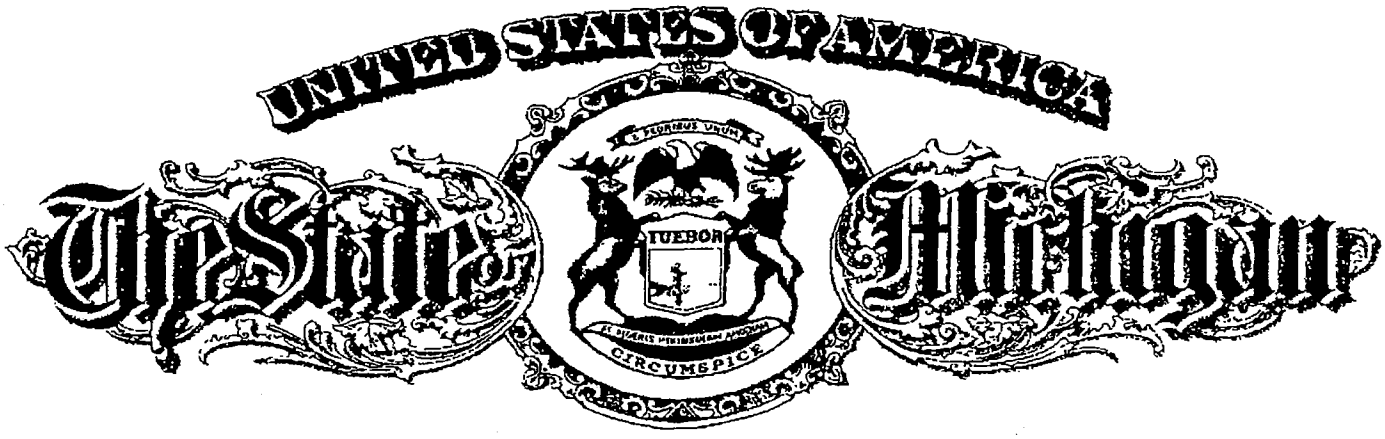
Attachment A

SCHEDULE OF REAL ESTATE OWNED

Borrower's Name (Borrower Principal Name): Joel I. Ferguson
Proposed Project Name:

Borrower / Borrower Principal Name #1 (Owner(s) of property (include all legal and beneficial owners)). One schedule for each Borrower.

A. Property Name & Address	B. Type of Property & Number of Units	C. Acquisition Date of Property	D. Ownership Role & Percentage (%)	E. Current Physical Occupancy Percentage (%)	F. Annual Net Income	G. Assumed Capitalization Rate	H. Present Market Value	I. Existing Amount of Mortgages, Liens, & Dates		J. Interest Rate & Dates			K. Sum Existing Amount of Mortgages, Liens	L. Current Equity	M. Annual Effective Gross Rental & Commercial Income	N. Annual Operating Expenses	O. Annual Debt Service	P. Debt Service Coverage Ratio - Income + Depreciation + Interest	Q. Pending Judgments, Legal Suits / Actions, or Bankruptcy Claims?
								Balance	Maturity	Rate	Type	Date							
Cadillac Shores 600 Cadillac Shores Drive Cadillac, MI 49601-2635	Apartments 102,080 S.F. 110 Units	1978	General Partner 25.49%	95.00% 3/31/12	$200,000	10.00%	$2,000,000	$0	n/a	n/a			$0	$509,800	$877,316	$591,020	$0	NA	No
Capitol Family 600 S. Sycamore Street Lansing, MI 48933-2288	Apts & Twnhm 175,836 S.F. 146 Units	2005	Limited & General 50.00%	84.00% 3/31/12	($160,000)	10.00%	$2,400,000	$5,523,822 $2,298,691	12/1/34 6/1/33	5.75% 5.00%	Fixed Accruing Interest	1/1/05 7/24/81	$7,822,513	($2,711,257)	$1,220,210	$563,976	$433,500	1.12	No
Capitol Commons II 600 S. Sycamore Street Lansing, MI 48933-2288	Townhomes 175,836 S.F. 144 Units	1987	Limited & General 50.00%	76.00% 3/31/12	($176,600)	10.00%	$2,300,000	$4,397,565 $2,396,746 $446,671	12/1/32 Untill Paid Sale or syndication	7.50% 7.50% 5.00%	Fixed Fixed Fixed	4/1/87 7/1/03 4/1/87	$7,241,002	($2,470,501)	$1,076,640	$716,722	$292,296	1.60	No
Capitol Senior 500 S. Pine Street Lansing, MI 48933-2245	Apts. 224,120 S.F 200 Units	1980	General Partner 22.93%	96.00% 3/31/12	$980,000	10.00%	$9,800,000	$881,480	10/1/12	12.18%	Fixed	4/8/81	$881,480	$2,045,017	$2,129,575	$987,838	$823,200	1.73	No
Elmwood Park 1030 Woodale Lane Lansing, MI 48917-2085	Apts & Twnhm 170,035 S.F. 156	1977	General Partner 25.50%	99.00% 3/31/12	$425,000	10.00%	$4,250,000	$2,165,185	8/1/19	7.13%	Fixed	8/1/79	$2,165,185	$531,628	$1,242,644	$841,701	$370,392	1.88	No
Hillview Terrace 601 Fitzhugh Drive Traverse City, MI 49684-4488	Apts. 116,000 S.F. 125 Units	1980	General Partner 16.48%	100.00% 3/31/12	$72,000	10.00%	$720,000	$1,595,173	8/19/31	1.40%	Fixed	7/31/80	$1,595,173	($144,229)	$664,320	$531,019	$92,508	1.67	No
Maple Village 1221 S. Main Street Adrian, MI 49221-4319	Apts & Twnhm 222,828 S.F. 201 Units	1980	General Partner 17.15%	100.00% 3/31/12	$1,199,000	10.00%	$11,990,000	$971,809	10/1/12	13.46%	Fixed	11/1/84	$971,809	$1,889,620	$2,289,564	$1,048,766	$944,010	1.88	No
Riverfront 601 N. Cedar Street Lansing, MI 48912-1235	Apts & Twnhm 285,020 S.F. 278 Units	1979	General Partner 25.72%	98.00% 3/31/12	$593,000	10.00%	$5,930,000	$5,267,745	3/1/21	7.70%	Fixed	3/1/79	$5,267,745	$170,332	$2,425,894	$1,293,077	$807,984	1.47	No
Serenity Place 216 S. Clinton Street Grand Ledge, MI 48837-2071	Apts. 85,000 S.F. 100 Units	1978	General Partner 20.58%	98.00% 3/31/12	$233,000	10.00%	$2,330,000	$1,487,649	5/1/20	7.50%	Fixed	10/25/78	$1,487,649	$173,356	$870,480	$694,728	$238,908	1.79	No
Stadium Drive 4249 Lakesedge Drive Kalamazoo, MI 49008-8705	Apts & Twnhm 186,630 S.F. 167 Units	1980	General Partner 25.49%	98.00% 3/31/12	$23,000	10.00%	$230,000	$4,808,674	6/1/22	12.68%	Fixed	8/1/82	$4,808,674	($1,167,104)	$1,641,722	$838,897	$827,520	1.13	No
Vineyard Place 508 Vineyard Place Drive Dowagiac, MI 49047-2147	Apts. 116,520 S.F. 120 Units	1980	General Partner 25.72%	98.00% 3/31/12	$113,500	10.00%	$1,135,000	$3,085,284	12/1/22	9.65%	Fixed	6/1/80	$3,085,284	($501,613)	$1,084,349	$642,161	$486,996	0.94	No
Capitol Commons Center 400 S. Pine Lansing, MI	Comm. Real Estate	2006	Limited 47.50%		$396,000	10.00%	$3,960,000	$34,906,358			6.27%		$34,906,358	($14,699,520)	$4,425,760	$1,477,595	$2,642,220	1.12	no
FHC Two (Riverside) 1229 Lockport Three Rivers, MI 49093-2699	Apts. 133,332 S.F. 126 Units	2011	General Partner 26.67%	99.00% 3/31/12	$123,000 (four months)	10.00%	$3,690,000	$1,037,846 $4,423,085 $4,530,000	2/1/21 8/1/46 7/1/61	6.75% 6.75% 3.00%	Fixed Fixed Fixed	8/1/11 8/1/11 6/28/11	$9,990,931	($1,680,458)	$416,043	$224,497	$424,968	1.66	No
Totals:					$4,020,900		$50,735,000	$80,223,803					$80,223,803	($18,054,929)	$20,364,517	$10,451,997	$8,384,502		



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MAGIC PLUS, LLC

was validly organized on March 30, 2011 as a Limited Liability Company. Said Limited Liability Company is validly in existence under the laws of this state and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23, as amended, to attest to the fact that the company is in good standing in Michigan as of this date.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of July, 2012

Director

Bureau of Commercial Services

Sent by Facsimile Transmission

1082037

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

MAGIC PLUS, LLC

ID NUMBER: D5699Q

received by facsimile transmission on March 29, 2011 is hereby endorsed

Filed on March 30, 2011 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31ST day of March, 2011.

Director

Bureau of Commercial Services

Sent by Facsimile Transmission 11090

BCS/CD-700 (Rev. 05/10)

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name: Patrick T. Reid / REID AND REID

Address: 110 W. Michigan Avenue, Suite 750

City	State	ZIP Code
Lansing	MI	48933

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

ARTICLE I

The name of the limited liability company is: Magic Plus, LLC

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The name of the resident agent at the registered office is: Joel I. Ferguson
2. The street address of the location of the registered office is:

   1223 Turner Street, Suite 300, Lansing, , Michigan 48912
   (Street Address) (City) (Zip Code)

3. The mailing address of the registered office if different than above:

   _____ , Michigan _____
   (P.O. Box or Street Address) (City) (Zip Code)

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 28th day of March, 2011

By _____
(Signature(s) of Organizer(s))

Patrick T. Reid, Agent/Attorney
(Type or Print Name(s) of Organizer(s))

OPERATING AGREEMENT
OF
MAGIC PLUS, LLC

A Michigan Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") is made and entered into as of the 30th day of March, 2011, by and between the parties listed on **Exhibit A** of this Agreement (collectively, the "Members" and each a "Member").

In consideration of the mutual promises of the parties, and of good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Members mutually agreed as follows:

ARTICLE I - FORMATION OF LIMITED LIABILITY COMPANY

Section 1.1 Formation. The Company has been organized as a Michigan Limited Liability Company under and pursuant to the Michigan Limited Liability Company Act, being Act No. 23, Public Acts of 1993, as amended from time to time (or any successor law thereto) (the "Act") by the filing of the Articles of Organization ("Articles"), which have been filed on March 30, 2011 with the Department of Consumer and Industry Services-Corporation, Securities and Land Development Bureau.

Section 1.2 Name. The name of the limited liability company is Magic Plus, LLC (the "Company"). The Company may also conduct its business under one or more assumed names, filed in accordance with the provisions of the Act.

Section 1.3 Purposes. The purposes of the Company are to engage in any activity for which Limited Liability Companies may be formed under the Act. The Company shall have all the powers necessary or convenient to effect any purpose for which it is formed, including all powers granted by the Act.

Section 1.4 Registered Office and Resident Agent. The registered office and resident agent of the Company shall be as designated in the initial Articles or any amendment thereof. The registered office and/or resident agent may be changed from time to time. Any such change shall be made in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

Section 1.5 Principal Office. The principal office of the Company shall be located at 1223 Turner Street, Suite 300, Lansing, Michigan 48906, or at such other location as may determine from time to time.

Section 1.6 Term. The Company begins upon the filing of its Articles of Organization and shall continue in existence for the period fixed in the Articles or any amendment for the duration of the Company, or until the Company shall be sooner dissolved and its affairs wound up in accordance with the Act or this Agreement.

Section 1.7 Members and Percentage of Interest. The names and addresses of the Members of the Company are set forth on **Exhibit A** attached to and made a part of this Agreement. Each Member shall have a percentage interest ("Interest" or "Sharing Ratio") in the Company as set forth opposite his or her name on **Exhibit A**.

Section 1.8 Intention for Company. The Members have formed the Company as a Limited Liability Company under and pursuant to the Act. The Members specifically intend and agree that the Company is not a partnership (including a limited partnership) or any other venture, but a Limited Liability Company under and pursuant to the Act. No Member shall be construed to be a partner in the Company or a partner of any other Member or person in the Articles, this Operating Agreement, and the relationships created thereby and arising therefrom shall not be construed to suggest otherwise.

Section 1.9 Title to Property. All real and personal property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in such Member's individual name or right, and each Member's interest in the Company shall be personal property for all purposes. Except as otherwise provided in this Agreement, the Company shall hold all of its real and personal property in the name of the Company and not in the name of any Member.

ARTICLE II - CAPITAL CONTRIBUTIONS

Section 2.1 Initial Commitments and Contributions. By the execution of this Operating Agreement, the initial Members hereby agree to make the capital contributions set forth in the attached **Exhibit A**. The interests of the respective Members in the total capital of the Company (their respective "Sharing Ratios," as adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total Capital in the Company) is also set forth in **Exhibit A**. Any additional Member (other than an assignee of a membership interest who has been admitted as a Member) shall make the capital contribution set forth in an Admission Agreement. No Member shall have any right to withdraw or to be repaid any capital contribution except as provided in this Operating Agreement. Each Member shall be obligated to make capital contributions to the extent of any unfulfilled commitment.

Section 2.2 Additional Contributions. In addition to the initial capital contributions, the Members may determine from time to time that additional capital contributions are needed to enable the Company to conduct its business and affairs. Upon making such a determination, notice thereof shall be given to all Members in writing at least fifteen (15) business days prior to the date on which such additional contributions are due. Such notice shall describe in reasonable detail, the purposes and uses of such additional capital, the amounts of additional capital required, and the date by which payment of the additional capital is required. Each Member shall be obligated to make such additional capital contribution to the extent of any unfulfilled commitment.

Section 2.3 Failure to Contribute. If any Member fails to make a capital contribution when required, the Company may, in addition to the other rights and remedies the Company may have under the Act or applicable law, take such enforcement action (including the commencement and prosecution of court proceedings) against such Member as the Members consider appropriate. Moreover, the remaining Members may elect to contribute the amount of such required capital themselves according to their respective Sharing Ratios. In such an event, the remaining Members shall be entitled to treat such amounts as an extension of credit to such defaulting Member, payable upon demand, with interest accruing thereon at the rate of 7% per annum until paid, all of which shall be secured by such defaulting Member's interest in the Company, each Member who may hereafter default, hereby granting to each Member who may hereafter grant such an extension of credit, a security interest in such defaulting Member's interest in the Company.

Section 2.4 Maintenance of Capital Accounts. The Company shall establish and maintain capital accounts for each Member and Assignee. Each Member's capital account shall be increased by (1) the amount of any money actually contributed by the Member to the capital of the Company, (2) the fair market value of any property contributed, as determined by the Company and the contributing Member at arm's length at the time of contribution (net of liabilities assumed by the Company or subject to which the Company takes such property, within the meaning of Section 752 of the Code), and (3) the Member's share of Net Profits and any items in the nature of income or gain which are specially allocated pursuant to Section 3.3 hereof, and the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member. Each Member's capital account shall be decreased by (1) the amount of any money actually distributed by the Company to the Member, (2) the fair market value of any property distributed to the Member, as determined by the Company and the contributing Member at arm's length at the time of distribution (net of liabilities of the Company assumed by the Member or subject to which the Member takes such property within the meaning of Section 752 of the Code), and (3) the Member's share of Net Losses and any items in the nature of expenses or losses which are specially allocated pursuant to Section 3.3 hereof, and the amount of any liabilities of such Member assumed by the Company or which one secured by any property contributed by such Member to the Company. All Members promise that their capital accounts shall be maintained at all times in the same proportions to each other as their Sharing Ratios in the Company as set forth in **Exhibit A**, unless new additional Members are added or there is an agreed upon change to such capital accounts.

Section 2.5 Distribution of Assets. If the Company at any time distributes any of its assets in-kind to any Member, the capital account of each Member shall be adjusted to account for that Member's allocable share of the net profits or net losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

Section 2.6 Other Matters.

(a) Except as otherwise provided in this Agreement or as required by the Act:

(i) No Member gives up any of his or her rights to be repaid his or her Capital Contributions in favor of any other Members;

(ii) No Member shall have the right to demand or receive property other than cash in return of such Member's Capital Contributions; and

(iii) No Member shall have the right to demand and receive property or cash of the Company in return of such Member's Capital Contribution until the termination of the Company.

(b) No Member shall receive any interest, salary or draw with respect to such Member's Capital Contributions or such Member's Capital Account or for services rendered on behalf of the Company or otherwise in such Member's capacity as a Member, except as otherwise provided in this Agreement.

(c) No person shall be admitted to the Company as a Member without the unanimous consent of the Members.

ARTICLE III - ALLOCATIONS

Section 3.1 Profits. After giving effect to the special allocations set forth in Section 3.3, Profits for any fiscal year shall be allocated among the Members in proportion to their Sharing Ratios.

Section 3.2 Losses.

(a) After giving effect to the special allocations set forth in Section 3.3, Losses for any fiscal year shall be allocated among the Members in proportion to their Sharing Ratios.

(b) The Losses allocated to any Member pursuant to Section 3.2(a) shall not exceed the maximum amount of Losses that can be so allocated without causing any Member to have an Adjusted Capital Account Deficit at the end of any fiscal year. In the event some but not all of the Members would have Adjusted Capital Account Deficits as a consequence of an allocation of Losses pursuant to Section 3.2(a), the limitation set forth in this Section 3.2(b) shall be applied on a Member by Member basis so as to allocate the maximum permissible Losses to each Member under Section 1.704-l(b)(2)(ii)(d) of the Treasury Regulations. In the event all Members have Adjusted Capital Account Deficits, Losses shall be allocated in accordance with Section 3.2(a).

Section 3.3 Special Allocations.

(a) **Minimum Gain Chargeback.** Notwithstanding any other provision of this Section 3, if there is a net decrease in the Company's Minimum Gain during any Company fiscal year, each Member shall be specially allocated items of Company income and gain for such fiscal year (and, if necessary, subsequent fiscal years) to the extent and subject to the exceptions set forth in the Minimum Gain chargeback requirements set forth in Treasury Regulation Section 1.704-2(f). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. This Section 3.3(a) is intended to comply with the minimum gain chargeback requirement in Section 1.704-l(f) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) **Qualified** Income Offset. In the event any Member unexpectedly receives any adjustments, allocations, or distributions described in Treasury Regulation Section 1.704(b)(2)(ii)(d)(4), Section 1.704-l(b)(2)(ii)(d)(5) or Section 1.704-l(b)(2)(ii)(d)(6), items of Company income and gain shall be specially allocated to each such Member in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, the Adjusted Capital Account Deficit of such Member as quickly as possible, provided that an allocation pursuant to this Section 3.3 (b) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 3 have been tentatively made as if this Section 3.3(b) were not in the Operating Agreement.

(c) **Gross Income Allocation.** In the event any Member has a deficit Capital Account at the end of any fiscal year which is in excess of the sum of (i) the amount such Member is obligated to restore pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(I) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 3.3(c) shall be made only if an to the extent and to the extent that such Member would have a deficit Capital Account in excess of such sum after all the other allocations provided in this Section 3 have been made as if Section 3.3(b) and this Section 3.3(c) were not in the Operating Agreement.

(d) **Nonrecourse Deductions.** Nonrecourse Deductions for any fiscal year shall be specially allocated to the Members in proportion to their Sharing Ratios.

(e) **Member Nonrecourse Deductions.** Any Member Nonrecourse Deductions, as the term partner nonrecourse deductions is defined in Sections 1.704-2(i)(l) and 1.704-2(i)(2) of the Treasury Regulations, for any fiscal year shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(l).

(f) **Section 754 Adjustments.** To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury Regulations Section 1.704-1 (b)(2)(iv)(m)(2) or Section 1.704-1 (b)(2)(iv)(m)(4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of his/her interest in the Company, the amount of such adjustment to Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment deceases such basis) and such gain or loss shall be specially allocated to the Members in accordance with their Sharing Ratios in the event that Treasury Regulations Section 1.704-1 (b)(2)(iv)(m)(2) applies, or to the Member to whom such distribution was made in the event that Treasury Regulations Section 1.704-1 (b)(2)(iv)(m)(4) applies.

(g) **Allocations Relating to Taxable Issuance of Company Interests.** Any income, gain, loss or deduction realized as a direct or indirect result of the issuance of an interest by the Company to a Member (the "Issuance Items") shall be allocated among Members so that, to the extent possible, the net amount of such Issuance Items, together with all other allocations under this Agreement to each Member, shall be equal to the net amount that would have been allocated to each Member if the Issuance Items had not been realized.

Section 3.4 Tax Allocations: Code Section 704(c). In accordance with Code Section 704(c) and the Treasury Regulations promulgated thereunder, income, gain, loss, and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its agreed upon fair market value at the time of contribution. In addition, if Company property is revalued and Capital Accounts are adjusted, then subsequent allocations of income, gain, loss and deduction for tax purposes with respect to the revalued property shall take into account the variation between the properties' tax basis and book value in the same manner under Code Section 704(c) and the Treasury Regulations thereunder.

Section 3.5 Compliance with Code Section 704(b). The special allocations in Sections 3.3 are intended to comply with the Treasury Regulations promulgated under Code Section 704(b). Notwithstanding any other provision of this Section 3, those special allocations shall be taken into account in computing subsequent allocations of Profit, Loss, income, gain, loss and deductions pursuant to this Section 3, so that, to the extent possible, the net amount of any item so allocated and the Profit, Loss, income gain, loss and deductions allocated to each Member pursuant to this Section 3 shall be equal to the net amount that would have been allocated to each such Member pursuant to this Section 3 if those special allocations had not occurred.

Section 3.6 Advice of Tax Counsel. Upon the advice of the Company's Tax Counsel, this Section 3 may be amended by the members to Comply with the Code and the Treasury Regulations promulgated under Section 704 of the Code.

Section 3.7. Other Allocation Rules.

(a) For purposes of determining the Profits, Losses, or any other items allocable to any period, Profits, Losses, and any such other items shall be determined on a daily, monthly, or other basis, as determined by a Majority in Interest of the Members using any permissible method under Code Section 706 and the Treasury Regulations promulgated thereunder.

(b) All allocations to the Members pursuant to this Section 3 shall, except as otherwise provided, be divided among them in proportion to their Sharing Ratios.

(c) The Members are aware of the income tax consequences of the allocations made by this Section 3 and agree to be bound by the provisions of this Section 3 in reporting their shares of Company income and loss for income tax purposes.

Section 3.8. Definitions. Capitalized words and phrases used in this Operating Agreement have the following meanings:

(a) For purposes of this Agreement, "Adjusted Capital Account Deficit" means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant fiscal year, after giving effect to the following adjustments:

(i) Credit to such Capital Account any amounts which such Member is obligated to restore pursuant to any provision of this Operating Agreement or is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(l) and 1.704-2(i)(5); and

(ii) Debit to such Capital Account the items described in Sections 1.704-l(b)(2)(ii)(d)(4), 1.704-l(b)(2)(ii)(d)(5) and 1.704-l(b)(2)(ii)(d)(6) of the Treasury Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-l(b)(2)(ii)(d) of the Treasury Regulations and shall be interpreted consistently therewith.

(b) "Minimum Gain" means as of any date has the meaning set forth in Treasury Regulations Section 1.704-2(d). Minimum Gain shall be computed separately for each Member, applying principles consistent with both the foregoing definition and the Treasury Regulations promulgated under Code Section 704(b).

(c) "Profit or Loss" means the income or loss, as the case may be, of the Company for a period as determined in accordance with Code Section 703(a)(l), including each item of income, gain, loss or deduction required to be separately stated, the excluding items specifically allocated under Section 3.3.

ARTICLE IV - DISTRIBUTIONS, PROFITS, AND LOSSES

Section 4.1 Distributions. Members may make distributions from time to time. Distributions may be made only after the Members determine in their reasonable judgment, that the Company has sufficient cash on hand which exceeds the current and the anticipated needs of the Company to fulfill its business purposes (including, needs for operating expenses, debt service, acquisitions, reserves and mandatory distributions, if any). All distributions shall be made to the Members in accordance with their Sharing Ratios. Distributions shall be in cash or property or partially in both, as determined by the Members. No distribution shall be declared or made if, after giving it effect, the Company would not be able to pay its debts as they become due in the usual course of business or the Company's total assets would be less than the sum of its total liabilities plus, the amount that would be needed if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights of other Members upon dissolution that are superior to the rights of the Members receiving the distribution.

Section 4.2 Timing of Distributions. Distributions, if any, shall be made at intervals determined by the Members to those persons recognized on the books of the Company as Members on the day of the distribution.

Section 4.3 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Company or the Members shall be treated as amounts distributed to the Members pursuant to this Section for all purposes under this Operating Agreement. The Members are authorized (but not obligated) to withhold from distributions, with respect to allocations, to the Members and to pay over to any federal, state, or local governments any amounts required to be so withheld pursuant to the Code or any provision of any other federal, state or local law and shall allocate such amounts to the Members with respect to such amount was withheld.

Section 4.4 Distributions in Kind. If a Member is entitled to receive a distribution (including but not limited to any return of a Capital Contribution), the Company may distribute cash, notes, property or a combination thereof to the Member. However, the Member shall not be compelled to accept a distribution in a form other than cash to the extent that the percentage of the asset distributed to the Member would otherwise exceed the Member's Sharing Ratio percentage. If any assets of the Company are distributed to the Members in kind, such assets shall be valued on the basis of the fair market value thereof on the date of the distribution.

ARTICLE V- MANAGEMENT

Section 5.1 Management by Members. The business of the Company will be managed by the Members. The business and affairs of the Company shall be managed under the direction and control of the Members, and all powers of the Company shall be exercised by or under the authority of the Members. No other person shall have any right or authority to act for or bind the Company except as permitted in this Agreement or as required by law.

Section 5.2 General Powers. Except as may otherwise be provided in this Operating Agreement, the ordinary and usual decisions concerning the business and affairs of the Company shall be made by the Members. The Members have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including the power to: (a) purchase, lease or otherwise acquire any real or personal property; (b) sell, convey, mortgage, grant a security interest in, pledge, lease, exchange or otherwise dispose of or encumber any real or personal property; (c) open one or more depository accounts and make deposits into (and) checks and withdrawals against such accounts; (d) borrow money, incur liabilities, and other obligations; (e) enter into any and all agreements and execute any and all contracts, documents and instruments; (f) engage employees and agents, define their respective duties, and establish their compensation or remuneration; (g) establish pension plans, trusts, profit sharing plans, and other benefit and incentive plans for Members, employees and agents of the Company; (h) obtain insurance covering the business and affairs of the Company and its property and the lives and well being of its Member employees and agents; (i) commence, prosecute or defend any proceeding in the Company's name; (j) participate with others in partnerships, joint ventures and other associations and strategic alliances; and (k) execute all documents to effectuate the above powers.

Section 5.3 Limitation on Authority of Members.

(a) No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

(b) Provisions contained in this Section 5 supersedes any authority granted to the Members pursuant to Sections 401 or 406 of the Act. Any Member who takes any action or binds the Company in violation of this Section 5 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

ARTICLE VI - MEETINGS OF MEMBERS

Section 6.1 Voting. All Members shall be entitled to vote on any matter submitted to the Members. Notwithstanding the foregoing, the Members shall have the right to vote on all of the following:

(a) The dissolution of the Company;
(b) Merger of the Company;
(c) An Amendment to the Articles of Organization.

Section 6.2 Required Vote. Unless a greater vote is required by the Act or the Articles, the affirmative vote or consent of a majority of the Sharing Ratios of all the Members entitled to vote or consent on such matter shall be required.

Section 6.3 Meetings. An annual meeting of Members for the transaction of such business as may properly come before the Meeting, shall be held at such place, on such date and at such time as the Members shall determine. Special meetings of Members for any proper purpose or purposes may be called at any time by Members holding not less than thirty percent (30%) of the Sharing Ratios of all Members. The Company shall deliver or mail written notice stating the date, time, place, and purpose of any meeting to each Member entitled to vote at the meeting. Such notice shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting.

Section 6.4 Attendance at Meeting. Any Member's attendance at a meeting constitutes a waiver of objection to:

(a) lack of notice or defective notice of the meeting unless the Member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting; and

(b) consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 6.5 Electronic Participation. A Member shall be deemed to be present in person at a meeting of Members if such Member participates in a meeting of Members by a conference telephone or by other similar communications equipment through which all persons participating in the meeting may communicate with each other and all participants are advised of the communications equipment and the names of the participants in the conference are divulged to all participants.

Section 6.6 Consent. Any action required or permitted to be taken at an annual or special meeting of the Members may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all membership interests entitled to vote on the action were present and voted. Every written consent shall bear the date and signature of each member who signs the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

Section 6.7 Other Businesses of Members. No Member will be required to devote full time effort to the Company. Each of the Members shall devote such time to the Company business as they, in their sole discretion, deem necessary to further the interests of the Company. Nothing contained in this Agreement shall be construed as preventing a Member from engaging in any other business activity, including an activity that would compete with this Company.

ARTICLE VII - ASSIGNMENT AND WITHDRAWAL

Section 7.1 New Members; Substitute Members and Transferees. No new Members may be admitted to the Company without the prior written consent of all Members, which consent may be withheld in a Member's sole discretion. Unless otherwise required by law, no Member has the right to sell, assign, transfer, mortgage, or pledge his or her Interest, or any part of his or her Interest, in the Company or grant the right to become a substitute Member to an assignee of all or any part of his or her Interest, except with the prior written consent of all Members, which consent may be withheld in a Member's sole discretion, and any attempt to do so is null and void. If admitted, the substitute Member has, to the extent assigned, all of the rights and powers, and is subject to all of the restrictions and liabilities of a Member. Subject to the other provisions of this Agreement, a transferee of an Interest in the Company shall be admitted as a Member only after completion of the following:

(a) The transferee accepts and agrees in writing to be bound by the terms and provisions of this Agreement;

(b) The transferor pays or reimburses the Company for all legal fees and filing costs incurred by the Company in connection with the admission of the transferee as a Member; and

(c) If the transferee is not an individual, the transferee provides the Company with evidence satisfactory to counsel for the Company of the authority of such transferee to become a Member under the terms and provisions of this Agreement.

Section 7.2 Overriding Restrictions on Transfer. Notwithstanding anything else contained in this Agreement, a Member's Interest may not be assigned, in whole or in part:

(a) if the assignment, alone or when combined with other transactions, would result in a termination of the Company within the meaning of Section 708 of the Internal Revenue Code of 1986, as amended;

(b) without an opinion of counsel satisfactory to the Company that the assignment is subject to an effective registration under, or exempt from the registration requirements of, the applicable state and federal securities laws; and

(c) unless and until the Company receives from the assignee the information and agreements that the Company may reasonably require, including, but not limited to, any taxpayer identification number and any agreement that may be required by any taxing jurisdiction.

Section 7.3 Transfers Not in Compliance with This Article Void. Any attempted assignment of a Member Interest, or any part thereof, not in compliance with this Article is null and void ab initio and will be treated as a withdrawal in violation of this Operating Agreement by the assigning Member.

Section 7.4 Right of First Refusal. Subject to this Section 7, no Member (the "Selling Member") may sell, assign or transfer all or any portion of his Membership Interest in the Company (the "Offered Membership Interest") unless he first notifies the Company and the other Members of the Company (the "Offeree(s)") of the identity of the prospective buyer, assignee or transferee and sends to the Company and the Offerees a copy of the written Offer (the "Offer") and unless the Selling Member shall first Offer to sell the Offered Membership Interest in the Company to the Offerees, with each Offeree being offered the proportion of the membership that is equal to the Offered Membership Interest multiplied by a fraction, the numerator which is each Offerees's Sharing Ratio and the denominator of which is the aggregate of the Sharing Ratios of all Offerees, for the same price and on the same terms as those being offered to the Selling Member in the Offer. The Offerees shall have thirty (30) days after receiving said Offer to accept said Offer. Any Membership Interest not purchased by any Offerees within the said thirty (30) day option period shall be offered to those remaining Offeree Members who did purchase their respective proportionate Membership Interest from the Selling Member. Pursuant to the foregoing, said purchase is to be in equal amounts where more than one (1) remaining Offeree wishes to so purchase and for the same price and on the same terms that apply to the foregoing purchases. If the Offerees, in the aggregate, do not elect, by the end of the second option period, to purchase the entire original Offered Membership Interest, the Selling Member shall, for a period of ninety (90) days after the expiration of the two (2) thirty (30) day option periods set forth above, be free to sell the Offered Membership Interest to any purchaser for the exact price and upon the exact terms disclosed in the Offer. Notwithstanding this Paragraph, such purchaser shall not become a substitute Member of the Company unless the express written consent of all the other remaining Members is obtained. Otherwise, the purchaser shall become an assignee of a membership interest subject to 6.6 of this Agreement.

Section 7.5 No Assumption of Liability. An assignee of a Member's Interest, who is not admitted as a Member, will have no liability as a Member of the Company solely as a result of the assignment.

Section 7.6 Rights of Assignees. The assignee of a Member's Interest, even one who is already a Member, has no right to become a Member or exercise any rights of a Member (including, voting on or otherwise assenting to Company action), with respect to the assigned interest, unless admitted as a substitute Member as provided in this Agreement.

Section 7.7 Termination of Membership; Liability. Except as otherwise provided, a Member ceases to be a Member upon assignment of all of his or her Interest. The assignor is not released from his or her liability to the Company under Sections 302 and 308 of the Act, even if the assignee becomes a Member.

Section 7.8 Withdrawal. Before the dissolution and winding up of the business of the Company, no Member may voluntarily withdraw from the Company except with the prior written consent of all Members. If a Member withdraws in violation of this Section 7.8, such Member is not entitled to any distributions (under Section 305 or Section 808 of the Act) and the Company may recover from the withdrawing Member any damages for breach of this Agreement in excess of the amount that would otherwise be distributable to the Member under Sections 305 or 808 of the Act.

Section 7.9 Expulsion. A Member may be expelled from the Company only for cause and only upon the affirmative vote of a majority of the Sharing Ratios of all the Members. The Member whose expulsion is in question will be entitled to vote on the matter of expulsion. Expulsion will be at a meeting of the Members called expressly for that purpose, and the Member whose expulsion is in question will be given reasonable advance notice of the allegations against the Member and an opportunity to be heard at the meeting.

ARTICLE VIII - DISSOLUTION AND LIQUIDATION OF THE COMPANY

Section 8.1 Dissolution; Right to Continue. Upon an event of dissolution (as defined below), a majority of the remaining Members, if any, shall have the right to consent to continue the business of the Company by written agreement within ninety (90) days after the event giving rise to the dissolution. Events of dissolution include the following:

(a) The unanimous consent of the Members;

(b) The entry of a decree of judicial dissolution.

Section 8.2 Liquidation and Termination. Subject to any restrictions in any agreement to which the Company is a party, the Company may be terminated after dissolution if the remaining Members do not elect to continue the Company as provided in this Agreement. If the Company is terminated, the Members shall promptly liquidate and terminate the affairs of the Company by discharging all debts and liabilities of the Company and by distributing all assets in accordance with the Act and this Agreement.

ARTICLE IX - BOOKS AND RECORDS

Section 9.1 Books and Records. The Members shall keep or cause to be kept proper and complete records and books of account of all Company business and these records shall be open to inspection by any Member or the Member's duly authorized representative at any reasonable time during normal business hours. Any Member may make copies of the records and books of account. The Company shall keep its books and records on the basis of accounting determined to be in the best interests of the Company as selected by the Members from time to time. Within seventy-five (75) days after the end of each taxable year and at the expense of the Company, the Members shall cause to be prepared a complete accounting of the affairs of the Company, together with whatever appropriate information is required by each Member for the purpose of preparing such Member's income tax return for that year, which accounting and other information shall be furnished to each Member. The accounting and other information that shall be furnished to each Member shall include, but is not necessarily limited to:

(a) A report setting forth, as of the end of and for each fiscal year, a profit and loss statement, a balance sheet, and a statement showing the amounts allocated to each Member during the year; and

(b) Other information as in the judgment of the Members shall be reasonably necessary for the Members to be advised of the results of operations of the Company.

Section 9.2 Records Maintained at Registered Office. The Company shall maintain at its principal office the records referred to in this Agreement, including, but not limited to, the following:

(a) A current list of the full name and last known address of each Member;

(b) A copy of the Articles of Organization, together with any amendments to the Articles of Organization;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the three most recent years;

(d) Copies of any financial statements of the Company for the three most recent years;

(e) A copy of this Agreement; and

(f) Copy of records that would enable a Member to determine the Members' shares of the Company's distributions and their relative voting rights.

Section 9.3 Tax Matters. Joel I. Ferguson shall designate the Company's tax matters partner ("Tax Matters Partner") and will initially handle federal tax matters for the Company. The Tax Matters Partner shall have all powers and responsibilities provided in Section 6221, et ea., of the Internal Revenue Code of 1986, as amended. The Tax Matters Partner will take action as may be necessary to cause each other Member of the Company to become a "notice partner," within the meaning of Section 6223 of the Code.

Section 9.4 Special Basis Adjustment. In connection with any Permitted Transfer of a Company Interest, the Members shall cause the Company, at the written request of the Transferor or the Transferee, on behalf of the Company and at the time and in the manner provided in Treasury Regulations 1.754-Kb), to make an election to adjust the basis of the Company's property in the manner provided in Sections 734(b) and 743 (b) of the Code, and such Transferee shall pay all costs incurred by the Company in connection therewith, including without limitation, reasonable attorneys and accountants fees.

Section 9.5 Bank Accounts. All funds of the Company shall be deposited in Company checking or other bank accounts, subject to such authorized signatures as the Members may determine.

Section 9.6 Fiscal Year. The fiscal year of the Company shall end on the 31st day of December in each year.

ARTICLE X - LIABILITY AND INDEMNIFICATION

Section 10.1 Exculpation of Liability. Unless otherwise provided by law or expressly assumed, a person who is a Member or Manager, or both, shall not be liable for the acts, debts or liabilities of this Company.

Section 10.2 Indemnification. Except as otherwise provided in this Article, the Company shall indemnify any Member and may indemnify any employee or agent of the Company who was or is a party or threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Company by reason of the fact that such person is or was a Member, employee or agent of the Company against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit or proceeding, if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that such person reasonably believed to be in the best interests of the Company and with respect to a criminal action or proceeding, if such person had no reasonable cause to believe such person's conduct was unlawful. To the extent that a Member, employee or agent of the Company has been successful on the merits or otherwise in defense of an action, suit or proceeding or in defense of any claim, issue or other matter in the action, suit or proceeding, such persons shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by such person in

connection with the action, suit or proceeding and any action, suit or proceeding brought to enforce the mandatory indemnification provided herein. Any indemnification permitted under this Article, unless ordered by a court, shall be made by the Company only as authorized in the specific case upon a determination that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made by a majority vote of the Members who are not parties or threatened to be made parties to the action, suit or proceeding. Notwithstanding the foregoing to the contrary, no indemnification shall be provided to any Member, employee or agent of the Company for or in connection with the receipt of a financial benefit to which such person is not entitled, voting for or assenting to a distribution to Members in violation of this Operating Agreement or the Act, or a knowing violation of law.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Registration. Each Member hereby acknowledges and represents that:

(a) The acquired membership interest in the Company has not been registered under the Securities Act of 1933, as amended, or under the securities laws of the State of Michigan or any other state, in reliance upon applicable exemptions under said laws and may not be assigned or otherwise transferred without registration or an exemption therefrom; and

(b) Notwithstanding any provisions contained in this Agreement, no Company interest or membership interest may be offered or sold and no transfer of such interest will be made either by the Company or the Members unless:

(i) Such interest is registered under the Securities Act of 1933 and any applicable securities laws of the State of Michigan; or

(ii) An opinion of counsel for the Company is obtained to the effect that such registration is not necessary.

Section 11.2 Investment Decision. Each Member hereby further acknowledges and represents that:

(a) The Member is acquiring his Membership Interest in the Company for investment purposes only and not with a view to distribution or resale thereof; and

(b) The Member has made an independent investment analysis in deciding to become a Member, has had the opportunity to investigate the business of the Company, the qualifications of the other Members and the tax and financial implications of an investment in the Company and has deemed the investment appropriate for him.

Section 11.3 Representations and Warranties. Each Member, and in the case of an organization, the person(s) executing this Agreement on behalf of the organization, hereby represents and warrants to the Company and each other Member that: (a) if the Member is an organization, that it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to this Agreement to perform its obligations hereunder; and (b) that the Member is acquiring its interest in the Company for the Member's own account as an investment and without an intent to distribute the interest.

Section 11.4 Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and permitted assigns of the respective Members.

Section 11.5 Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions of this Agreement are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.

Section 11.6 Specific Performance and Damages. The Members understand and agree that any Member may suffer irreparable damage in the event that this Agreement is not specifically performed according to its terms. Accordingly, the Members agree that all of the terms of this Agreement will be enforceable in a court having equity jurisdiction by a decree of specific performance or by injunction or by both; provided, however, that the foregoing will not be construed as prohibiting any of the Members from pursuing any additional remedies for a breach or threatened breach of this Agreement, including the recovery of damages.

Section 11.7 Notices. Any notice required or permitted to be given under this Agreement will be sufficient and deemed delivered if in writing, signed, and personally delivered or deposited in the United States mails in a sealed envelope addressed to the Member at the Member's address as it appears on the records of the Company in the case of notice to the Member, or to the Company's principal place of business and the Company's registered office, if different, in the case of notice to the Company, with postage prepaid.

Section 11.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement among the Members with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, inducements, or conditions, express or implied, oral or written, except as contained in this Agreement.

Section 11.9 No Third Party Beneficiaries. Nothing contained in this Agreement shall create or be deemed to create any rights or benefits in any third parties.

Section 11.10 Amendment of Agreement and Articles of Organization. Neither this Agreement, nor the Articles of Organization, a form of which is attached to this Agreement as **Exhibit B**, may be amended or modified, except with the unanimous written consent of all Members.

Section 11.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 11.12 Captions. Captions are used in this Agreement for the convenience of the parties only and are not intended to be used in the interpretation of this Agreement.

Section 11.13 Counterparts. This Agreement may be executed in counter parts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same instrument, binding on the Members. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

IN WITNESS WHEREOF, the Members execute this Agreement as of the date first written above.

MAGIC PLUS, LLC

By: Joel I. Ferguson
Its: Member

EXHIBIT A

Member	Initial Capital Contribution	Members Percentage of Interest
Joel I. Ferguson	45.00	45%
Ervin Johnson	45.00	45%
Marvin Beatty	10.00	10%

EXHIBIT B

ARTICLES OF ORGANIZATION

RESOLUTION OF MAGIC PLUS, LLC

RESOLVED, that Joel I. Ferguson is a Member of Magic Plus, LLC ("Company") and he authorized on behalf of the Company to submit a proposal to the State of Michigan Land Bank Fast Track Authority pursuant to its request for proposals for the Michigan State Fairgrounds Property.

BE IT FURTHER RESOLVED, that Joel I. Ferguson is also authorized to sign all attachments required in the request for proposals.

The above resolution was unanimously adopted by the Members.

MAGIC PLUS, LLC

Date: July 10, 2012

By: Joel I. Ferguson
Its: Member

Copy of Development Proposal

See attached.

Summary

Detroit is a proud and vibrant city with a rich history of economic successes. Recognizing that the sale of the former Michigan State Fairground property (MSFG) is another opportunity for success, we have assembled a team of individuals with extensive experience developing housing, retail, entertainment and mixed use properties. Our proposal is to develop the Michigan State Fairground property into an economically transformative destination for living, shopping and entertainment.

We propose a dynamic plan to transform the former Michigan State Fair grounds into a catalyst of regional economic growth. Our proposal is not only about Detroit, but extends regionally; re-establishing the vital economic link to Detroit and its metropolitan neighbors. Our proposal for development underscores a basic framework to identify, compliment and connect to the existing economic revitalization taking place within the City of Detroit, the Metropolitan region and throughout the State of Michigan.

Attachment A

SCHEDULE OF REAL ESTATE OWNED

Borrower's Name (Borrower Principal Name): Joel I. Ferguson
Proposed Project Name:

Borrower / Borrower Principal Name #1 (Owner(s) of property (include all legal and beneficial owners)). One schedule for each Borrower.

A. Property Name & Address	B. Type of Property & Number of Units	C. Acquisition Date of Property	D. Ownership Role & Percentage (%)	E. Current Physical Occupancy Percentage (%)	H. Appraised Value	I. Existing Amount of Mortgages, Liens, & Dates		J. Interest Rate & Dates			K. Sum Existing Amount of Mortgages, Liens	L. Current Equity - Joel	M. Annual Income including other income	N. Annual Operating Expenses w/o depr, mort and int	O. NOI
						Balance	Maturity	Rate	Type	Date					
Cadillac Shores 600 Cadillac Shores Drive Cadillac, MI 49601-2635	Apartments 102,080 S.F. 110 Units	1978	General Partner 25.49%	95.00% 3/31/12	$3,350,000	$0	n/a	n/a			$0	$853,915	$859,323	$591,020	$268,303
Capitol Family 600 S. Sycamore Street Lansing, MI 48933-2288	Apts & Twnhm 175,836 S.F. 146 Units	2005	Limited & General 50.00%	84.00% 3/31/12	$9,500,000	$5,523,822	12/1/34	5.75%	Fixed	1/1/05	$5,523,822	$1,988,089	$1,053,133	$563,976	$489,157
Capitol Commons II 600 S. Sycamore Street Lansing, MI 48933-2288	Townhomes 175,836 S.F. 144 Units	1987	Limited & General 50.00%	76.00% 3/31/12	$5,500,000	$4,397,585 $2,396,746 $446,671	12/1/32 Untill Paid Sale or syndication	7.50% 7.50% 5.00%	Fixed Fixed Fixed	4/1/87 7/1/03 4/1/87	$7,241,002	($870,501)	$970,854	$502,375	$468,479
Capitol Senior 500 S. Pine Street Lansing, MI 48933-2245	Apts. 224,120 S.F 200 Units	1900	General Partner 22.93%	96.00% 3/31/12	$9,500,000	$881,480	10/1/12	12.18%	Fixed	4/8/81	$881,480	$1,976,227	$2,411,864	$987,838	$1,424,026
Elmwood Park 1030 Woodale Lane Lansing, MI 48917-2085	Apts & Twnhm 170,035 S.F. 156	1977	General Partner 25.50%	99.00% 3/31/12	$5,325,000	$2,165,185	8/1/19	7.13%	Fixed	8/1/79	$2,165,185	$805,753	$1,553,265	$841,701	$711,564
Hillview Terrace 601 Fitzhugh Drive Traverse City, MI 49684-4488	Apts. 116,000 S.F. 125 Units	1980	General Partner 16.48%	100.00% 3/31/12	$2,650,000	$1,595,173	8/19/31	1.40%	Fixed	7/31/80	$1,595,173	$173,835	$668,803	$531,019	$137,784
Maple Village 1221 S. Main Street Adrian, MI 49221-4319	Apts & Twnhm 222,828 S.F. 201 Units	1980	General Partner 17.15%	100.00% 3/31/12	$10,500,000	$971,809	10/1/12	13.46%	Fixed	11/1/84	$971,809	$1,634,085	$2,817,410	$1,048,766	$1,768,644
Riverfront 601 N. Cedar Street Lansing, MI 48912-1235	Apts & Twnhm 285,020 S.F. 278 Units	1979	General Partner 25.72%	98.00% 3/31/12	$9,500,000	$5,267,745	3/1/21	7.70%	Fixed	3/1/79	$5,267,745	$1,088,536	$2,481,258	$1,293,077	$1,188,181
Serenity Place 216 S. Clinton Street Grand Ledge, MI 48837-2071	Apts. 85,000 S.F. 100 Units	1978	General Partner 20.58%	98.00% 3/31/12	$4,100,000	$1,487,649	5/1/20	7.50%	Fixed	10/25/78	$1,487,649	$537,622	$875,745	$694,728	$181,017
Stadium Drive 4249 Lakesedge Drive Kalamazoo, MI 49008-8705	Apts & Twnhm 186,630 S.F. 167 Units	1980	General Partner 25.49%	98.00% 3/31/12	$7,200,000	$4,808,674	6/1/22	12.68%	Fixed	8/1/82	$4,808,674	$609,549	$1,774,569	$838,897	$935,672
Vineyard Place 508 Vineyard Place Drive Dowagiac, MI 49047-2147	Apts. 116,520 S.F. 120 Units	1980	General Partner 25.72%	98.00% 3/31/12	$2,850,000	$3,085,284	12/1/22	9.65%	Fixed	6/1/80	$3,085,284	($60,515)	$1,099,482	$642,161	$457,321
Capitol Commons Center 400 S. Pine Lansing, MI	Comm. Real Estate	2006	Limited 47.50%		$35,000,000	$34,906,358			6.27%		$34,906,358	$44,480	$4,425,760	$1,477,595	$2,948,165
FHC Two (Riverside) 1229 Lockport Three Rivers, MI 49093-2699	Apts. 133,332 S.F. 126 Units	2011	General Partner 26.67%	99.00% 3/31/12	$5,650,000	$1,037,846 $4,423,085 $4,530,000	2/1/21 8/1/46 7/1/61	6.75% 6.75% 3.00%	Fixed Fixed Fixed	8/1/11 8/1/11 6/28/11	$9,990,931	($1,157,726)	$416,043	$224,497	$191,546
Totals:					$110,625,000	$77,925,112					$77,925,112	$7,623,348	$21,407,509	$10,237,650	$11,169,859

Attachment B

SCHEDULE OF MORTGAGE DEBT

Include the following information on all installment debts, notes, contracts, and mortgages. ***Current balance must match the current balance sheet.*** Include all capital leases shown on the balance sheet (if any). *Do not include accounts receivable and accounts payable.*

Business Name:
Mortgagor Entity:
As Of (Date):

A. Property Name	B. Name of Creditor	C. Type of Debt	D. Original Amount	E. Original Date	F. Interest Rate & Date			G. Current Balance	H. Maturity Date	I. Monthly Payment	J. Balloon Payment	K. Collateral	L. Current or Delinquent?
					Rate	Type	Date						
Capitol Commons Apt.	Midland Loan Services 14800 Frye Rd, Fort Worth TX	Conventional Mortgage	$6,190,300	1/1/05	5.75%	Fixed	1/1/05	$5,523,822	12/1/34	$36,125		Non Recourse	Current
Captiol Commons II	MSHDA	Conventional Mortgage	$5,319,402	4/1/87	7.50%	Fixed	4/1/87	$4,397,585	12/1/32	$24,358	$479,391	Non Recourse	Current
Captiol Commons II	MSHDA	Second Mortgage	$1,477,000	7/1/03	7.50%	Fixed	7/1/03	$2,396,746	TBD	Deferred	$2,396,746	Non Recourse	Current
Captiol Commons II	City of Lansing 8th Floor City Hall, 124 Michigan Ave., Lansing, MI	Land Note	$200,000	4/1/87	5.00%	Fixed	4/1/87	$446,671	Upon sale or Syndication	Deferred	$246,671	Non Recourse	Current
Capitol Senior	MSDHA	Conventional Mortgage	$8,162,865	4/1/81	12.18%	Fixed	4/8/81	$881,480	10/1/12	$85,097		Non Recourse	Current
Elmwood Park	MSHDA	Conventional Mortgage	$4,895,240	8/1/79	7.13%	Fixed	8/1/79	$2,165,185	8/1/19	$30,866		Non Recourse	Current
Maple Village	MSHDA	Conventional Mortgage	$8,264,000	11/1/84	13.46%	Fixed	11/1/84	$971,809	10/12/12	$94,401		Non Recourse	Current
Riverfront	MSHDA	Conventional Mortgage	$10,006,202	3/1/79	7.70%	Fixed	3/1/79	$5,267,745	3/1/21	$67,332		Non Recourse	Current
Serenity Place	HUD	Conventional Mortgage	$3,025,300	10/1/78	7.50%	Fixed	10/25/198	$1,487,649	5/1/20	$19,909		Non Recourse	Current
Stadium Drive	MSHDA	Conventional Mortgage	$6,484,188	8/1/82	12.68%	Fixed	8/1/82	$4,808,674	6/1/22	$68,960		Non Recourse	Current
Vineyard Place	MSHDA	Conventional Mortgage	$4,938,561	6/1/80	9.65%	Fixed	6/1/80	$3,085,284	12/1/22	$40,583		Non Recourse	Current
Hillview Terrace	Rural Development	Conventional Mortgage	$3,520,000	7/31/80	1.4% (effective)	Fixed	7/31/80	$1,595,173	8/1/31	$7,709		Non Recourse	Current
Capitol Commons Center (Commercial)	JP Morgan Chase Bank c/o Berkadia	Conventional Mortgage	$35,000,000	8/1/06	6.27%	Fixed		$34,906,358		$220,185		Non Recourse	Current
FHC Two (Riverside)	MSHDA	Conventional Mortgage	$1,064,829	8/1/11	6.75%	Fixed	8/1/11	$1,037,846	2/1/21	$12,679		Non Recourse	Current
FHC Two (Riverside)	MSHDA	Conventional Mortgage	$5,360,171	8/1/11	6.75%	Fixed	8/1/11	$4,423,085	8/1/46	$22,735	$1,701,566	Non Recourse	Current
FHC Two (Riverside)	MSHDA	Conventional Mortgage	$4,816,996	6/28/11	3.00%	Fixed	6/2/11	$4,530,000	7/1/61	deferred		Non Recourse	Current
		Total Original Amount:	**$108,725,054**		**Total Current Balance:**			**$77,925,112**	**Total Monthly Payment:**	**$730,939**			

Signature: _____ Title: _____ Date: _____