BROWNFIELD REDEVELOPMENT FINANCING ACT (EXCERPT)
Act 381 of 1996

125.2663 Brownfield plan; provisions.
Sec. 13.

(15) Except as provided by subsection (18), if a brownfield plan includes the capture of taxes levied for school operating purposes, **approval of a work plan** by the Michigan economic growth authority before January 1, 2013 to use taxes levied for school operating purposes **and a *development agreement or reimbursement agreement* between the municipality or authority and an owner or developer of eligible property are required** if the taxes levied for school operating purposes will be used for infrastructure improvements that directly benefit eligible property, demolition of structures that is not response activity under part 201 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101 to 324.20142, lead or asbestos abatement, site preparation that is not response activity under section 20101 of the natural resources and environmental protection act, 1994 PA 451, MCL 324.20101, relocation of public buildings or operations for economic development purposes, or acquisition of property by a land bank fast track authority if acquisition of the property is for economic development purposes. The eligible activities to be conducted described in this subsection shall be consistent with the work plan submitted by the authority to the Michigan economic growth authority. The department's approval is not required for the capture of taxes levied for school operating purposes for eligible activities described in this subsection.

(17) A brownfield authority may reimburse advances, with or without interest, made by a municipality under section 7(3), a land bank fast track authority, or any other person or entity for costs of eligible activities with any source of revenue available for use of the brownfield authority under this act. If an authority reimburses a person or entity under this section for an advance for the payment or reimbursement of the cost of eligible activities and interest thereon, the authority may capture local taxes for the payment of that interest. If an authority reimburses a person or entity under this section for an advance for the payment or reimbursement of the cost of baseline environmental assessments, due care, and additional response activities and interest thereon included in a work plan approved by the department, the authority may capture taxes levied for school operating purposes and local taxes for the payment of that interest. If an authority reimburses a person or entity under this section for an advance for the payment or reimbursement of the cost of eligible activities that are not baseline environmental assessments, due care, and additional response activities and interest thereon included in a work plan approved by the Michigan economic growth authority, the authority may capture taxes levied for school operating purposes and local taxes for the payment of that interest provided that the Michigan economic growth authority grants an approval for the capture of taxes levied for school operating purposes to pay such interest. **An authority may enter into agreements related to these reimbursements and payments. A reimbursement agreement for these purposes and the obligations under that reimbursement agreement shall not be subject to section 12 or the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.**

July 18, 2006

INSTRUCTIONS

FOR

PREPARING AND SUBMITTING

WORK PLANS

Under the authority of the Brownfield Redevelopment Financing Act,
1996 PA 381, as amended

TO THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

www.michigan.gov/deq
Jennifer M. Granholm, Governor
Steven E. Chester, Director

and

THE MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

www.michigan.org
Jennifer M. Granholm, Governor
James C. Epolito, Chief Executive Officer

(WORK PLAN COVER PAGE)

ACT 381
WORK PLAN
TO CONDUCT
ELIGIBLE
DEQ RESPONSE
AND/OR
MEGA NON-ENVIRONMENTAL
ACTIVITIES

PROJECT NAME
PROJECT ADDRESS

Date

EXHIBITS - *Exhibits are required for all projects unless indicated otherwise.*

Figures

Figure 1	Scaled Property Location Map
Figure 2	Surrounding Area Property Map - include zoning and adjacent property use.
Figure 3	Proposed Sampling Location Map - this is required for DEQ work plans where environmental sampling is proposed.
Figure 4	Site Photographs - include "before" photographs of the eligible property. Digital photographs may be requested by the reviewing agency. Photographs of the property after redevelopment may also be requested.
Figure 5	Map showing public infrastructure improvements.
Figure 6	Rendering of the redevelopment project.

Tables

Table 1	DEQ Eligible Activities Costs
Table 2	MEGA Eligible Activities Costs
Table 3 (& 4)	Tax Capture Table - for work plans containing both DEQ and MEGA eligible activities, it will be necessary to provide a tax capture table that identifies the repayment of environmental response costs and the repayment of redevelopment costs separately. Separate tables for repayment of each agency's activities are required.

Attachments

Attachment A	Brownfield Plan - the brownfield plan must be approved by the governing body and a copy of the signed resolution approving the plan must be attached.
Attachment B	Cost Gap Comparison Form – is required for MEGA projects where an alternative greenfield site was considered for the project. Document the cost difference between redevelopment of a brownfield site versus development of a greenfield site. See form in Appendix A
Attachment C	An executed copy of the Development Agreement between the Municipality and Property Owner or developer - this is required for MEGA projects. The development agreement must include: a) terms and conditions for the acquisition of property associated with the project; b) development objectives; c) performance and financial responsibilities of the local community; d) performance and financial responsibilities

of the developer and e) defaults and remedies. In addition, the agreement shall include the identification of all ownership interests; monetary considerations, fees, revenue and cost sharing, charges, other financial arrangements; and other consideration between the parties.

Attachment D	Documentation of Local Unit of Government's Declaration of a Dangerous Building - this is required for DEQ demolition projects.
Attachment E	Documentation of Local Unit of Government's Declaration of Blighted and/or Level 3 or Level 4 Assessor's Signed Affidavit for Functionally Obsolete - these are required for MEGA projects.

REIMBURSEMENT AGREEMENT
USEPA RLF PROGRAM

THE RIVER RAISIN BATTLEFIELD SITE
MONROE, MICHIGAN

FUNDING SOURCE: **DOWNRIVER COMMUNITY CONFERENCE**

FUNDING RECIPIENT: **THE CITY OF MONROE BROWNFIELD REDEVELOPMENT AUTHORITY**

$1,250,000.00

Monroe, Michigan
3-19, 2008

1. FOR VALUE RECEIVED, the City of Monroe Brownfield Redevelopment Authority (the "BRA") hereby promises to reimburse the Downriver Community Conference (the "DCC"), at such location as the DCC may direct in writing, the sum of One Million and Two Hundred Fifty Thousand and 00/100 DOLLARS ($1,250,000.00) or such lesser amount that is actually disbursed and outstanding hereunder, in lawful money of the United States, without interest, until paid in full in accordance with the following terms. The BRA is not required to make reimbursement payments through the first five (5) years of the loan, with reimbursement payments to begin in year six (6) through year fifteen (15), at which time the entire unpaid principal shall become due and payable.

   Initially, capitalized terms used herein without definition shall have the meaning set forth in that certain Funding Agreement of even date herewith (as the same may be amended, restated or otherwise modified from time to time) by and between the DCC and the BRA.

2. Reimbursement payments shall be made in the manner prescribed herein below as follows:

   (a) Such payments will be payable beginning on the first day of the month of March of 2014 and at least annually thereafter based upon an amortization of 10 years on the amount actually borrowed. All amounts due hereunder shall be paid in full no later than February 28, 2023.

   (b) The payments required by the Reimbursement Agreement will be made from tax increment revenues captured by the BRA for the local site remediation revolving fund as provided in Michigan Public Act 381 of 1996, as amended. The periodic payments required under this Agreement are contingent upon the BRA obtaining sufficient tax increment revenues from said revolving fund. Payments not made because of insufficient revenue in any one year will be added to the principal balance annually as a part of the unpaid balance thereafter until paid in full.

(c) No interest shall accrue on any unpaid amounts.

3. The amount due hereunder at any time may be prepaid in whole or in part at any time, without premium penalty, fee or any other charge.

4. In addition to the definition contained in paragraph 13 of the Funding Agreement of even date, the term "Event of Default" shall also mean and include any one or more of the following events:

   (a) the BRA shall fail to pay any amounts required to be paid by the BRA under this Agreement, as and when the same are due hereunder, and such failure shall continue for thirty (30) days following written notice thereof to the BRA; or

   (b) the BRA shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future state or federal bankruptcy act or under any similar federal or state law, or shall be adjudicated a bankrupt or insolvent, or shall make a general assignment for the benefit of creditors, or shall be unable to pay the BRA's debts generally as they become due; or if an order for relief under any present or future federal bankruptcy act or similar state or federal law shall be entered against the BRA; or if a petition or answer requesting or proposing the entry of such order for relief or the adjudication of the BRA as a debtor or bankrupt or reorganization under any present or future state or federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or if a receiver, trustee or liquidator of the BRA of all or substantially all of the assets of the BRA shall be appointed in any proceeding brought against the BRA and shall not be discharged within sixty (60) days of such appointment; or if the BRA shall consent to or acquiesce in such appointment; or if any property of the BRA shall be levied upon or attached in any proceeding.

5. Any unpaid amount hereunder shall, at the option of the DCC, become immediately due and payable, without notice or demand, upon the occurrence of an Event of Default. In addition, upon the occurrence of an Event of Default, the DCC shall be entitled to exercise any and all rights available under the Funding Agreement, which are documents and instruments executed in connection with this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect of the choice of law provisions thereof. The BRA hereby (i) consents to the personal jurisdiction of the state and federal courts located in the State of Michigan in connection with any controversy related to this Agreement; (ii) waives any argument that venue in any such forum is not convenient; and (iii) agrees that any litigation initiated by the DCC or the BRA in connection with this Agreement shall be venued in either the District Court or the

Circuit Court for Wayne County, Michigan, to be determined by the jurisdiction of the proper court.

7. Any notice required hereunder shall be in writing and delivered or sent certified mail or registered mail, postage prepaid, to:

To the BRA: The City of Monroe Brownfield Authority
120 East First Street
Monroe, MI 48161

Attention: Thomas A. Krzyston, Chairman (or his successor)

With copies to: Edward Sell, City of Monroe Finance Director (or his successor)

To the DCC: Downriver Community Conference
15100 Northline Road
Southgate, MI 48195
Attention: James S. Perry, Executive Director (or his successor)

With Copies to: Paula Boase, Director, Economic Development (or her successor)
Same DCC address.

The City of Monroe Brownfield Redevelopment Authority

Thomas A. Krzyston

Thomas A. Krzyston, Chairman

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of the 27th day of May, 2009, by and between **VENTOWER INDUSTRIES**, a/k/a GREAT LAKES TOWERS, LLC, a Michigan limited liability company ("Company"), and the **CITY OF MONROE BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate ("Authority").

RECITALS:

A. Company desires to develop and operate a manufacturing facility for the fabrication of towers for wind-driven electrical generators (wind turbines) on some or all of approximately 42 acres of land currently owned by the Port of Monroe, as more particularly described on the attached Exhibit A and hereinafter referred to as the "Property".

B. The Property is an "eligible property" as defined in the Brownfield Redevelopment Financing Act, 1996 Mich. Pub. Acts 381 as amended ("Act 381"), MCL 125.2652(n).

C. Company will incur costs, including the costs of eligible activities as defined in Act 381, MCL 125.2652(m) ("Eligible Expenses"), on the Property.

D. The City of Monroe (the "City") and/or the Authority may incur costs relating to certain infrastructure improvements that directly benefit the Property and other Eligible Activities as defined in Act 381, MCL 125.2652(m).

E. The Property is subject to the capture of incremental taxes pursuant to a Brownfield Plan recommended for approval by the Authority on February 26, 2009 and amended and adopted by the Monroe City Council on May 18, 2009 (the "Brownfield Plan"). The Brownfield Plan provides for capture by the Authority of certain ad valorem real and personal property taxes and/or specific taxes on the Property for use of such ad valorem real and personal property taxes and/or specific taxes, as well as other taxes described in section 15a of Act 381, by the Authority to be used to make certain payments to the City and/or the Authority to reimburse for Eligible Activities or to reimburse for indebtedness that may be issued by the Authority or the City for Eligible Activities in furtherance of the Brownfield Plan and potentially to reimburse Company for certain of its Eligible Expenses, provided that such amounts do not exceed in the aggregate $5,000,000.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. All activities undertaken by Company for which reimbursement is sought shall only be for Eligible Activities as defined in Act 381, MCL 125.2652(m), and other amounts which may be reimbursed under Act 381. It is further understood and agreed that all payments to Company are subject to the terms and conditions of the applicable Brownfield Plan, as may be amended from time to time, and to section 3 below and also that any reimbursement to Company may occur only to the extent that the Property generates "tax increment revenues" as defined in Act

381, MCL 125.2652(ee), and that amounts may be applied pursuant to section 15a of Act 381, MCL 125.2665a (collectively, "Tax Increments").

2. Company shall submit to the Authority a statement of costs of Eligible Activities paid or incurred for reimbursement in accordance with this Agreement and the Brownfield Plan. Such statement shall include a narrative of the Eligible Activities performed and an explanation of why such activities qualify for reimbursement under this Agreement and the Brownfield Plan, and a copy of invoices or similar documents reasonably acceptable to the Authority which adequately describe the work indicated in such statement. Within ninety (90) days after its receipt of such statement and supporting information, the Authority shall determine whether such costs qualify as Eligible Expenses for reimbursement under this Agreement and the Brownfield Plan and advise the Company in writing if any costs do not so qualify, including the specific reasons why the Authority believes that such costs do not so qualify. Any authorized representative of the Authority and the Company shall, upon the request of either party, meet promptly to discuss the conditions pursuant to which the Company can obtain approval of such disputed request. Subject to section 3 below, to the extent that such submission is approved and Tax Increments are available pursuant to the Brownfield Plan, the Authority shall cause Company to be paid the amounts approved. By February 28 and October 31 of each year, the Authority shall notify the local taxing jurisdictions to remit to the Authority all Tax Increments. To the extent that the Authority does not receive the Tax Increments within thirty (30) days following such notice, the Authority shall take such actions as necessary to obtain such Tax Increments. Subject to section 3 below, within ninety (90) days after it receives such Tax Increments, the unreimbursed approved amount shall be paid to the Company to the extent of such Tax Increments, and subject to terms and conditions of the applicable Brownfield Plan, as may be amended from time to time.

3. The Authority intends to seek funding from sources including the EPA Revolving Loan Fund, infrastructure bonds to be issued by the City or the Authority, a Michigan Urban Land Assembly loan, and one or more grants to obtain funds to be used for the payment or reimbursement of certain eligible costs. Tax Increments shall be used first to reimburse the City and the Authority for any advances and to pay the periodic debt service of the City and the Authority required pursuant to such funding sources. To the extent that the Authority determines that surplus Tax Increments are or are expected to be available from time to time after the payment of such periodic debt service, the parties shall negotiate in good faith an amendment of this Agreement that might provide for the use of surplus Tax Increments to reimburse the Company for the cost of Eligible Expenses not otherwise paid or reimbursed with such other sources or otherwise.

4. Except as set forth above, the rights of Company to reimbursement described herein for Eligible Expenses incurred shall not be affected by the sale or other conveyance of all or part of the Property.

5. Upon receiving written notice from the Authority of a final judicial determination requiring that the State of Michigan or any other taxing jurisdiction be repaid or refunded any levy that has been captured as Tax Increments and paid to Company as a reimbursement payment under this Agreement, Company shall promptly refund such Tax Increments to the Authority. The Authority shall provide Company with written notice of the initiation of any

audit or other proceedings that may require Company to refund any Tax Increments to the Authority under this paragraph.

6. This Agreement shall be binding upon and inure to the benefit of Company and the Authority, and their respective successors, assigns and transferees.

7. The rights of any party under this Agreement may be freely assigned, but any duties to perform under this Agreement shall be delegated only upon the written consent of all parties, which consent shall not be unreasonably withheld.

8. This Agreement shall continue in force until (i) Company has received all disbursements of Tax Increments to which it is entitled hereunder and under the Brownfield Plan, or (ii) the Brownfield Plan expires, whichever occurs first.

9. Company and the Authority, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of all parties. Company and the Authority fully accept and agree to the final terms, conditions, requirements and obligations of this Agreement.

10. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in the courts of the State of Michigan.

11. No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless provided expressly herein.

12. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination shall apply only to the voided part and not to the Agreement as a whole.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

14. Notices and reimbursements shall be sent to the following addresses:

Company:
VenTower Industries
111 Borchert Park Drive
P.O. Box 589
Monroe, Michigan 48161

Authority:
City of Monroe Brownfield Redevelopment Authority
c/o Monroe Port Commission
2929 East Front Street
P.O. Box 585
Monroe, Michigan 48161

With Copy To:
Richard A. Barr
2290 First National Bldg.
660 Woodward Avenue
Detroit, Michigan 48226

With Copy To:
Thomas P. Russow, Esq.
2929 East Front Street
P.O. Box 585
Monroe, Michigan 48161

VENTOWER INDUSTRIES,
a/k/a GREAT LAKES TOWERS, LLC

By: Gregory Adanin

Its: Chief Executive Officer

STATE OF MICHIGAN)
)ss.
COUNTY OF MONROE)

The foregoing Development and Reimbursement Agreement was acknowledged before me on May 27, 2009 by Gregory Adanin, the Chief Executive Officer of VenTower Industries, a/k/a Great Lakes Towers, LLC, a Michigan limited liability company.

KIMBERLY F. SCHAEFER
NOTARY PUBLIC
MONROE COUNTY, MICHIGAN
MY COMMISSION EXPIRES 12-13-2011

Kimberly F. Schaefer, Notary Public
Monroe County, Michigan
My Commission Expires 12-13-2011

5-13-09

CITY OF MONROE BROWNFIELD REDEVELOPMENT AUTHORITY

Thomas A. Krzyston

By: Thomas A. Krzyston

Its: Chairman

STATE OF MICHIGAN)
)ss.
COUNTY OF MONROE)

The foregoing Development and Reimbursement Agreement was acknowledged before me on May 27, 2009 by Thomas A. Krzyston, the Chairman of the City of Monroe Brownfield Redevelopment Authority, a Michigan public body corporate.

KIMBERLY F. SCHAEFER
NOTARY PUBLIC
MONROE COUNTY, MICHIGAN
MY COMMISSION EXPIRES 12-13-2011

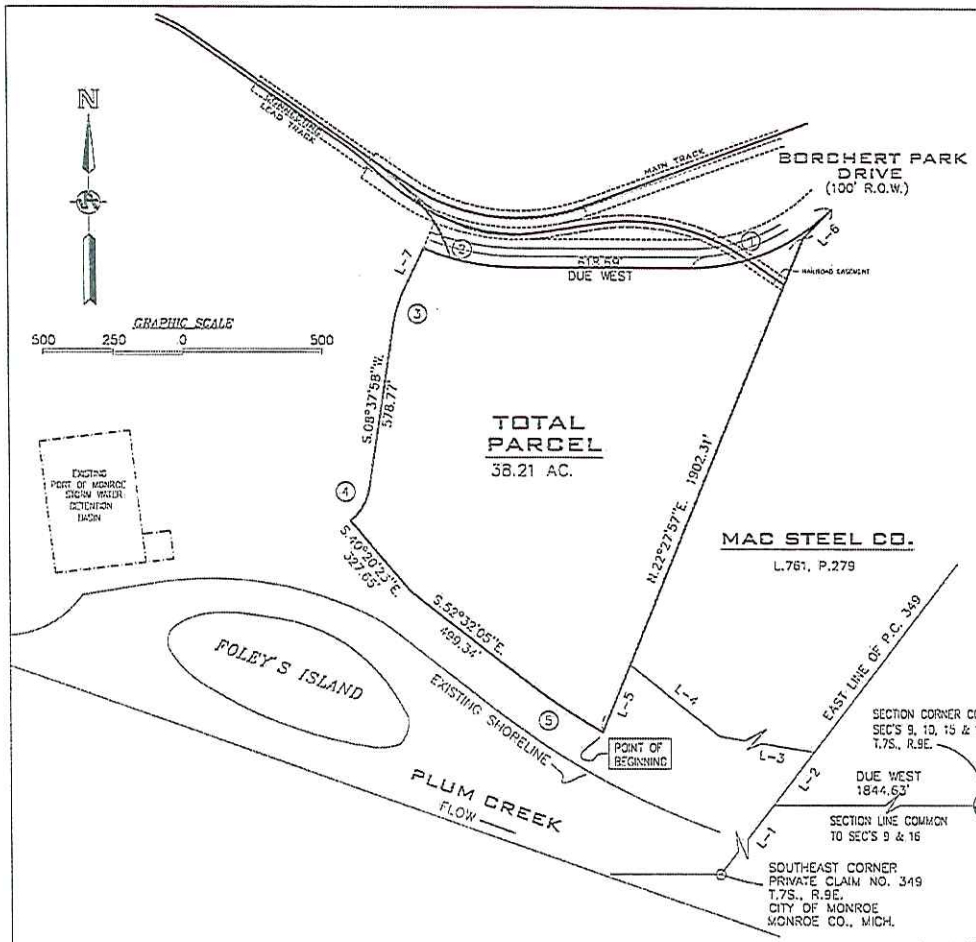
Kimberly F. Schaefer

Kimberly F. Schaefer, Notary Public
Monroe County, Michigan
My Commission Expires 12-13-2011

5-13-09

Exhibit A

Legal Description



L-1	N.37°37'00"E.	599.20'
L-2	N.37°37'00"E.	205.50'
L-3	N.80°26'56"W.	925.62'
L-4	N.51°26'01"W.	409.25'
L-5	S.22°27'57"W.	260.26'
L-6	N.44°19'30"E.	143.19'
L-7	S.25°49'24"W.	161.86'

TOTAL PARCEL

A PARCEL OF LAND LYING IN PRIVATE CLAIM 349, CITY OF MONROE, MONROE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PRIVATE CLAIM 349; THENCE ALONG THE EAST LINE OF PRIVATE CLAIM 349, NORTH 37 DEGREES 37 MINUTES 00 SECONDS EAST, 599.20 FEET TO A POINT ON A LINE COMMON TO SECTION 9 AND SECTION 16, SAID POINT BEING DUE WEST 1844.63 FEET FROM THE SECTION CORNER COMMON TO SECTION 9, 10, 15 AND 16, T.7S., R.9E.; THENCE CONTINUING ALONG THE EAST LINE OF PRIVATE CLAIM 349, NORTH 37 DEGREES 37 MINUTES 00 SECONDS EAST, 205.50 FEET TO A POINT ON THE SOUTHERLY PROPERTY LINE OF NORTH STAR STEEL COMPANY, SAID PROPERTY IS DESCRIBED IN LIBER 761, PAGE 279, MONROE COUNTY RECORDS; THENCE ALONG THE PROPERTY LINE OF SAID NORTH STAR STEEL COMPANY THE FOLLOWING TWO (2) COURSES; NORTH 80 DEGREES 26 MINUTES 56 SECONDS WEST, 925.62 FEET; NORTH 51 DEGREES 26 MINUTES 01 SECONDS WEST, 409.25 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 57 SECONDS WEST, 260.26 FEET TO THE POINT OF BEGINNING; THENCE NORTH 22 DEGREES 27 MINUTES 57 SECONDS EAST, 1902.31 FEET; THENCE NORTH 44 DEGREES 19 MINUTES 30 SECONDS EAST, 143.19 FEET TO A POINT ON THE SOUTHERLY LINE OF THE EXISTING RIGHT-OF-WAY KNOWN AS BORCHERT PARK DRIVE; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; 558.02 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 40 MINUTES 30 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 67 DEGREES 09 MINUTES 45 SECONDS WEST, 543.37 FEET; DUE WEST, 618.69 FEET; 350.54 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 888.78 FEET, A CENTRAL ANGLE OF 22 DEGREES 35 MINUTES 54 SECONDS AND A CHORD BEARING AND DISTANCE OF NORTH 78 DEGREES 42 MINUTES 03 SECONDS WEST, 348.28 FEET; THENCE SOUTH 25 DEGREES 49 MINUTES 24 SECONDS WEST, 161.86 FEET; THENCE 135.01 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 450.00 FEET, A CENTRAL ANGLE OF 17 DEGREES 11 MINUTES 26 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 17 DEGREES 13 MINUTES 41 SECONDS WEST, 134.51 FEET; THENCE SOUTH 08 DEGREES 37 MINUTES 58 SECONDS WEST, 578.77 FEET; THENCE 143.21 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 41 DEGREES 01 MINUTES 39 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 29 DEGREES 08 MINUTES 47 SECONDS WEST, 140.17 FEET; THENCE SOUTH 40 DEGREES 20 MINUTES 23 SECONDS EAST, 327.65 FEET; THENCE SOUTH 52 DEGREES 32 MINUTES 05 SECONDS EAST, 499.34 FEET; THENCE 350.82 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2802.79 FEET, A CENTRAL ANGLE OF 07 DEGREES 10 MINUTES 18 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 56 DEGREES 07 MINUTES 14 SECONDS EAST, 350.59 FEET TO THE POINT OF BEGINNING, CONTAINING 38.21 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

1. RADIUS = 700.00'
   ARC = 558.02'
   DELTA = 45°40'30"
   CHORD = 543.37'
   CH.BRG = S.67°09'45"W.
2. RADIUS = 888.78'
   ARC = 350.54'
   DELTA = 22°35'54"
   CHORD = 348.28'
   CH.BRG = N.78°42'03"W.
3. RADIUS = 450.00'
   ARC = 135.01'
   DELTA = 17°11'26"
   CHORD = 134.51'
   CH.BRG = S.17°13'41"W.
4. RADIUS = 200.00'
   ARC = 143.21'
   DELTA = 41°01'39"
   CHORD = 140.17'
   CH.BRG = S.29°08'47"W.
5. RADIUS = 2802.79'
   ARC = 350.82'
   DELTA = 07°10'18"
   CHORD = 350.59'
   CH.BRG = S.56°07'14"E.

EXHIBIT A
PROPERTY
DESCRIPTION

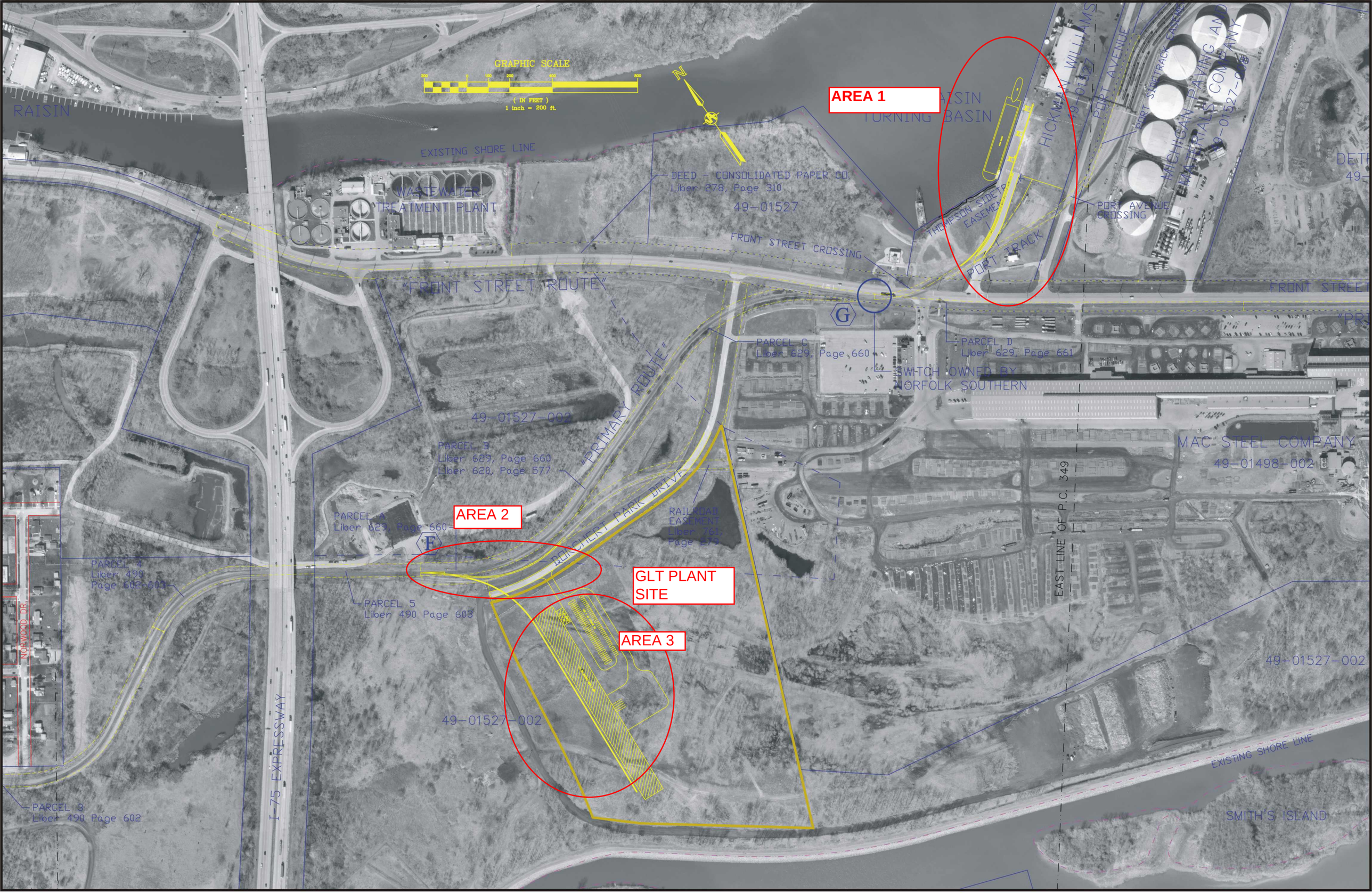
Johnson & Anderson, Inc.
CONSULTING ENGINEERS
4494 ELIZABETH LAKE ROAD
WATERFORD, MICHIGAN 48328
(248) 681-7800

GREAT LAKES
TOWERS, L.L.C. PROJECT

PROPERTY LOCATED IN
PRIVATE CLAIM 349
CITY OF MONROE, MONROE COUNTY, MICH.

DATE:	DRAWN:	CHECKED:	JOB NO.
01/23/09	JKM	TWW	16161

SHEET 1 OF 1


GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
N
AREA 1
AREA 2
AREA 3
GLT PLANT SITE
RAISIN
TURNING BASIN
EXISTING SHORE LINE
WASTEWATER TREATMENT PLANT
DEED - CONSOLIDATED PAPER CO.
Liber 278, Page 310
49-01527
FRONT STREET CROSSING
THOMPSON SIDETRACK EASEMENT
PORT TRACK
HICKWAY WILLIAMS
PORT AVENUE
PORT SIDETRACK EASEMENT
MICHIGAN PAVING AND MATERIALS COMPANY
49-01527-002
PORT AVENUE CROSSING
"FRONT STREET ROUTE"
FRONT STREET
PARCEL C
Liber 629, Page 660
PARCEL D
Liber 629, Page 661
SWITCH OWNED BY NORFOLK SOUTHERN
"PRIMARY ROUTE"
49-01527-002
PARCEL B
Liber 629, Page 660
Liber 628, Page 577
MAC STEEL COMPANY
49-01498-002
PARCEL A
Liber 629, Page 660
BUNCHERT PARK DRIVE
RAILROAD EASEMENT
Liber 761, Page 473
EAST LINE OF P.C. 349
PARCEL 4
Liber 490
Page 602-603
PARCEL 5
Liber 490 Page 603
NORWOOD DR.
I-75 EXPRESSWAY
49-01527-002
49-01527-002
EXISTING SHORE LINE
PARCEL 6
Liber 490 Page 602
SMITH'S ISLAND

NOTE

All tables subject to being revised without notice based on information received from city finance and assessing departments and from city financial advisor and bond counsel.

Great Lakes Towers
Table 3
Proposed distribution of tax increment revenues

Intergovernmental Loan	
1,000,000	Loan Amt
0%	Interest
15 max	Years

Capital Improvement Bond	
1,750,000	Project Costs
50,000	Issuance Costs
19,200	Underwriter's Fee
134,000	Capitalized Interest for 1 year @ 7%
6,800	Rounding
1,960,000	Bond Issue Size
7%	Interest
10	Years
($279,060)	Annual P & I

	Tax Day Dec. 31st	Year Taxes due	SET/LSO TIR	Local TIR	All TIR	Adm Local	Intergovernmtl Loan	Capital Imprv Bond	Net TIR +/-	Other Sources	Annualized Contribution	Accumulated Balance	Revolving Fund
1	2010	2011	142,211	153,163	295,374	20,000	-	279,060	(3,685)	(3,685)	72,793	69,108	
2	2011	2012	132,120	142,939	275,059	20,000	-	279,060	(24,001)	(24,001)	72,793	117,900	
3	2012	2013	125,134	135,860	260,994	20,000	-	279,060	(38,066)	(38,066)	72,793	152,627	
4	2013	2014	119,700	130,355	250,055	20,000	-	279,060	(49,005)	(49,005)	72,793	176,415	
5	2014	2015	115,043	125,636	240,678	20,000	-	279,060	(58,382)	(58,382)	72,793	190,827	
6	2015	2016	111,344	121,911	233,255	25,000	30,000	279,060	(100,805)	(100,805)	72,793	162,815	
7	2016	2017	108,422	118,974	227,396	25,000	30,000	279,060	(106,664)	(106,664)	72,793	128,944	
8	2017	2018	106,277	116,823	223,100	25,000	30,000	279,060	(110,960)	(110,960)	72,793	90,778	
9	2018	2019	103,356	113,886	217,243	25,000	30,000	279,060	(116,817)	(116,817)	72,793	46,755	
10	2019	2020	101,989	112,523	214,512	25,000	30,000	279,060	(119,548)	(119,548)	72,793	-	
11	2020	2021	99,845	110,375	210,220	30,000	180,220						
12	2021	2022	98,478	109,013	207,491	30,000	177,491						
13	2022	2023	155,379	196,788	352,166	30,000	322,166						
14	2023	2024	154,435	195,593	350,028	30,000	170,124		149,904				149,904
15	2024	2025	148,524	188,106	336,631	30,000			306,631				306,631
16	2025	2026	148,824	188,486	337,310	40,000			297,310				297,310
17	2026	2027	149,125	188,867	337,992	40,000			297,992				297,992
18	2027	2028	149,426	189,249	338,675	40,000			298,675				298,675
19	2028	2029	149,728	189,631	339,360	40,000			299,360				299,360
			2,419,360	2,828,177	5,247,537	535,000	1,000,000	2,790,599		(727,932)	727,932		1,649,870
				Check	5,247,537			(2,790,599)					
								Check					

Summary	
Adm	535,000
Intergovt Loan	1,000,000
Net TIR Bond Pmts	2,062,667
Revolving Fund	1,649,870
All TIR	5,247,537

Total Bond Pmts	2,790,599
Other Sources	(727,932)
Net TIR Bond Pmts	2,062,667

Note: The distribution of tax increment revenues may vary and include payments to GLT to the extent that intergovernmental loans and capital improvement bonds are less than the estimated $3 million or to the extent such payments are provided for in a Development and Reimbursement Agreement discussed in the text of this Plan.