



**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (KCBRA)  
NOTICE AND AGENDA FOR  
COMMITTEE OF THE WHOLE MEETING  
JANUARY 11, 2024**

**PLEASE BE ADVISED** that The Kalamazoo County Brownfield Redevelopment Authority Committee of the Whole conducts their meetings on the second Thursday of each month (unless otherwise noted) at 3:00 p.m. The meetings are held in Room 207-A of the Kalamazoo County Administration Building, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, as well as virtually. The KCBRA will meet on January 11, 2024, for the purpose of considering the following items:

1. Q Corners Brownfield Plan Presentation
2. IPUSA Assignment of Brownfield Reimbursement to KCLBA Agreement (Final Draft)
3. Midlink Development Agreement Amendment #3 (Final Draft)
4. Fishbeck Brownfield Housing Legislation Presentation
5. Local Brownfield Revolving Fund (LBRF) Discussion

Meetings of the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity, or disability. The KCBRA will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four (4) business days' notice to the KCBRA. Individuals with disabilities requiring auxiliary aids or services should contact the KCBRA by writing or calling:

Macy Rose Walters, MPA  
Brownfield Redevelopment Administrator  
Planning & Development Department  
Kalamazoo County Government  
201 West Kalamazoo Avenue Kalamazoo, MI 49007  
Phone: (269) 384-8305, MRWALT@kalcounty.com

A hybrid option is available for members of the public, please click the link below to join the webinar:

<https://us02web.zoom.us/j/88943520438>

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## Memo

**TO:** Kalamazoo County Brownfield Redevelopment Authority

**FROM:** Logan Mulholland, Brownfield Project Analyst  
Therese Searles, Senior Geologist

**DATE:** January 4, 2024

**PROJECT NO.:** 230454

**RE:** Q Corners Brownfield Plan Review

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Fishbeck was requested to review Q Corners, LLC Draft Brownfield Plan, dated December 7, 2023, pertaining to the redevelopment of 6850 W. Q Avenue in Texas Township. After reviewing the draft plan, Fishbeck has the following comments and recommendations.

- **Cover Page:** It is recommended that the approval language is consistent with the Statute.
- **Section 1.1:** The proposed redevelopment summary does not detail any commercial uses; however, the tax increment financing tables includes a separate capture tab for the commercial portion of the project. Please include a description of the commercial portion of the project here.
- **Section 1.3:** lists only one parcel as an eligible property, but Section 2.8 and Figure 1 includes two parcels.
- **Section 2.1:** The total cost of eligible activities listed does not include the anticipated interest expense. It is recommended that another sentence is added to this section to reference the anticipated calculated interest expense.
- **Section 2.2.5:** The calculation appears to utilize the 2023 U.S. Department of Housing and Urban Development (HUD) Fair Market Rent (FMR) rates. The 2024 HUD FMR rates have been posted and could be utilized as the most recent data. Furthermore, it is recommended that the included table utilizes the terms consistent with the Michigan State Housing Development Authority (MSHDA) guidance.

Please note that the MSHDA Housing Tax Increment Financing Program Statement, dated September 29, 2023, indicates that the housing development shall be income-restricted for a period not less than the period of tax capture. The Brownfield Plan text indicates that the units will be affordable for 20 years, while the Brownfield Plan term is 30 years.

- **Section 2.3:** Typically the Base Value and Future Taxable Value estimated are included in this section. It is recommended that the DDA District and pursuit of an Interlocal Agreement is noted here. Clarity is needed on the scope of the anticipated interlocal agreement.

If you have any questions or require additional information, please contact me at 269.544.6966 or [lmulholland@fishbeck.com](mailto:lmulholland@fishbeck.com).

By email

# ACT 381 BROWNFIELD PLAN

**Q Corners, LLC  
6850 W. Q Avenue  
Kalamazoo County, Texas Township  
Kalamazoo County Brownfield Redevelopment Authority**

**December 7, 2023**

**Prepared by**  
Michigan Growth Advisors  
100 W Michigan Avenue  
Suite #200  
Kalamazoo, MI 49007

Approved by the Brownfield Redevelopment Authority on \_\_\_\_\_

Approved by the Texas Township Board of Trustees on \_\_\_\_\_

Approved by the Kalamazoo County Board of Commissioners on \_\_\_\_\_

**Commented [ML1]:** Recommend changing these to recommended for approval, supported, and adopted.

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## ACT 381 BROWNFIELD PLAN

### 1.0 INTRODUCTION

#### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of two vacant parcels totaling 10.10 acres in Texas Township. The project will involve preparing the site for development to make way for a 112-unit housing development. The housing development is expected to include 6 studio apartments, 60 1-bedroom apartments, and 46 2-bedroom apartments. It is estimated that approximately 15% of the units will be restricted to tenants making at or below 120% of area median income ("AMI"). The project will also construct a new public road connecting Q Avenue to Texas Drive, which is a key project priority for the Texas Township Downtown Development Authority.

The total capital investment on the project is expected to be approximately \$26,500,000. Construction on the project is planned to begin in the summer of 2024 and will be completed by fall or winter of 2025.

#### 1.2 Identification of Housing Need

As with most jurisdictions in Kalamazoo County, Texas Township has an acute need for more housing units at all price points. A report, included as Attachment E, that was prepared for the Kalamazoo County Board of Commissioners by the W.E. Upjohn Institute and the Southcentral Michigan Planning Council, has identified a need for 866 new housing units each year over the next decade to pace estimated demand, which far outpaces the 419 units permitted in Kalamazoo County in 2021. Additionally, the regional economic development organization, Southwest Michigan First has announced the creation of 2,718 new jobs from 2021 to 2023 from companies of all sizes in Southwest Michigan, but pushed significantly by large expansions of the largest employers in Kalamazoo County: Pfizer and Stryker Corporation, which have major facilities approximately a 15-minute drive away from this site. Additionally, the Census Tract that this Project exists in had a population growth of 9.7% from 2015-2020, far outpacing the County average of 1.9%, which has exacerbated the need for new housing development in this corridor.

The proposed project anticipates that approximately 15% of the units will be income and rent restricted to income qualified households as follows: 1.8% of the units will be restricted to 60% AMI rents, 3.6% will be restricted to 80% AMI rents, and 9.8% of the units will be restricted to 100% AMI rents.

#### 1.3 Eligible Property Information

##### Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are

proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 112 housing units on Parcel #09-14-360-171.

Location and Legal Description

[V/L] W Q Avenue Parcel ID: 09-14-360-171 8.95 Acres  
Kalamazoo, MI 49009

**Commented [ML2]:** 09-14-360-141, 1.15 acres. Will this property have housing?

Legal Description:

SEC 14-3-12 BEG ON S LI 432.98 FT S 89DEG-20'-08" E OF SW COR TH N 00DEG-15'-59" E 658.75 FT TO N LI S1/2 S1/2 SW 1/4 TH S 89DEG-19'-55" E THEREON 800.91 FT TO W LI APPLGATE FARMS NO 1 TH S 00DEG-16'-28" W THEREON 345.70 FT TH N 89DEG-20'-08" W 276 FT TH S 00DEG-16'-28" W 313 FT TO S LI TH N 89DEG-20'-08" W THEREON 34.5 FT TH N 00DEG-16'-28" E 70.03 FT TH S 89DEG-43'-32" W 4 FT TH N 00DEG-16'-28" E 27.30 FT TH S 89DEG-43'-32" E 4 FT TH N 00DEG-16'-28" E 205.67 FT TH N 89DEG-20'-08" W 166 FT TH S 00DEG-16'-28" W 303 FT TO S LI TH N 89DEG-20'-08" W 324.30 FT TO BEG\*\* \*\*\*SPLIT 14-360-017 & 140 INTO 14-360-171 & 141 FOR 2022 ROLL\*\*\*

**2.0 Information Required by Section 13(2) of the Statute**

**2.1 Description of Costs to Be Paid for With Tax Increment Revenues**

Tax increment revenues will be used to reimburse Q Corners, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$7,409,381. Authority administrative costs are anticipated to be \$639,365. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$476,764. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$1,097,080. The estimated cost of all eligible activities under this plan are summarized in Table 1.

**Commented [ML3]:** Add reference to the estimated total interest expense.

Environmental Activities

Department specific activities considered under this plan include a Phase I & Phase II Environmental Site Assessment ("ESA").

Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated

with the development of housing units priced for income qualified households, and site preparation and infrastructure improvement activities that are necessary for new housing development for income qualified households on eligible property.

#### Authority Expenses

Actual eligible costs incurred by the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

## **2.2 Summary of Eligible Activities**

### **2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan**

A Phase I and limited Phase II ESA was completed by SES in September 2022. The total cost for these services was \$2,200. This is a cost statutorily approved for reimbursement with school taxes.

### **2.2..2 Infrastructure Improvements**

Infrastructure improvement activities will include the construction of an underground storm retention system, public road construction, sanitary sewer main construction, sidewalk development, and lighting and landscaping in the public right-of-way. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$3,385,000.

### **2.2..3 Site Preparation**

Site Preparation activities will include clearing and grubbing, compaction and sub-base preparation, cut and fill, geotechnical engineering, grading, land balancing, staking, and temporary site and erosion control. Engineering and design of these activities are also included as eligible activities. The cost of site preparation activities is estimated to be \$606,670.

### **2.2..4 Contingency**

A 15% contingency is included to account for any unanticipated costs that may be encountered while conducting the eligible activities. The contingency is \$598,751.

### **2.2..5 Financing Gap**

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA and is anticipated to be \$153,618 in year one of the Plan. With a Control Rent of \$1,830 for a studio apartment and

\$2,138 for a 1-bedroom apartment, the annual rent loss and total rent loss over the term of a 20-year affordability period are delineated below. There are anticipated to be 19 income qualified units as a part of this development.

Type	Fair Market Rent	Project Rent	Rent Loss	Income Qualified Units	Annual Loss	Total Loss
Studio	\$732	\$963	\$10,404	2	\$20,808	\$416,160
Studio	\$732	\$1200	\$7,560	4	\$30,240	\$604,800
1-Bed	\$855	\$1,480	\$7,890	11	\$86,790	\$1,735,800
			Total	19	\$153,618	\$2,756,760

**Commented [ML4]:** Use 2024 FMR?

**Commented [ML5]:** Recommend use of MSHDA terms if pursuing a work plan.

This is the PRL Gap Cap.

Maybe keep this table simple and include full step process as an attachment.

**Commented [ML6]:** This is technically the annual Potential Rent Loss (PRL)

**Commented [ML7]:** This is technically Annual PRL \* # of units

2.2.6 Interest

Financing costs associated with the developer’s eligible activities are included as an eligible activity. Simple interest will accrue at 3% throughout the duration of the plan and will be reimbursed following reimbursement of the developer’s eligible activities. The financing costs associated with eligible activities are anticipated to be \$1,550,088.

2.2.7 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000.

2.2.8 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be \$30,000.

2.2.9 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$1,097,080.

**2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

**Commented [ML8]:** Typically the BV and FTV are noted here

**Commented [ML9]:** Mention that the project is in DDA and Interlocal agreement will be pursued. Tax Capture Table seems to indicated the Interlocal Agreement scope will not be the entire property.

**2.4 Method of Financing and Description of Advances Made by the Municipality**

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the Township or County are anticipated at this time.



**2.5 Maximum Amount of Note or Bonded Indebtedness**

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

**2.6 Duration of Brownfield Plan**

The duration of this plan is estimated to be 25, plus five years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2025 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2054. Capture of TIR is expected to begin in 2025, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

Commented [ML10]: Why is rent gap only for 20 years?

**2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

**2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property**

The property consists of two parcels which is 10.1 acres in size and is located at 6850 W Q Avenue and [V/L] W Q Avenue in Texas Township, Kalamazoo County (Parcel Identification Number 09-14-360-141 and 09-14-360-171). A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

Commented [ML11]: Only one parcel is mentioned above.

The parcel is considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

**2.9 Estimates of Residents and Displacement of Individuals/Families**

No persons reside at the property therefore this section is not applicable.

**2.10 Plan for Relocation of Displaced Persons**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

**2.11 Provisions for Relocation Costs**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

**2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

**2.13 Other Material that the Authority or Governing Body Considers Pertinent**

The project promotes walkability given its location proximate to retail, restaurant, grocery and office businesses. It will also assist Texas Township in its strategic goal of creation a "ring road" around to W Q Avenue and S 8<sup>th</sup> St to alleviate traffic congestion at the intersection. The development also contributes to the alleviation of the 8,000-unit housing shortage in Kalamazoo County.

# Figure 1

## Legal Description and Eligible Property Map



[V/L] W Q Avenue  
Kalamazoo, MI 49009

Parcel ID: 09-14-360-171

8.95 Acres

### Legal Description:

SEC 14-3-12 BEG ON S LI 432.98 FT S 89DEG-20'-08" E OF SW COR TH N 00DEG-15'-59" E 658.75 FT TO N LI S1/2 S1/2 SW 1/4 TH S 89DEG-19'-55" E THEREON 800.91 FT TO W LI APPLGATE FARMS NO 1 TH S 00DEG-16'-28" W THEREON 345.70 FT TH N 89DEG-20'-08" W 276 FT TH S 00DEG-16'-28" W 313 FT TO S LI TH N 89DEG-20'-08" W THEREON 34.5 FT TH N 00DEG-16'-28" E 70.03 FT TH S 89DEG-43'-32" W 4 FT TH N 00DEG-16'-28" E 27.30 FT TH S 89DEG-43'-32" E 4 FT TH N 00DEG-16'-28" E 205.67 FT TH N 89DEG-20'-08" W 166 FT TH S 00DEG-16'-28" W 303 FT TO S LI TH N 89DEG-20'-08" W 324.30 FT TO BEG\*\* \*\*\*SPLIT 14-360-017 & 140 INTO 14-360-171 & 141 FOR 2022 ROLL\*\*\*



**6850 W Q Avenue** Parcel ID: 09-14-360-141 1.15 Acres  
**Kalamazoo, MI 49009**

**Legal Description:**

SEC 14-3-12 BEG ON S LI 757.28 FT S 89DEG-20'-08" E OF SW COR TH N 00DEG-16'-28" E 303 FT TH S 89DEG-20'-08" E 166 FT TH S 00DEG-16'-28" W 205.67 FT TH N 89DEG-43'-32" W 4 FT TH S 00DEG-16'-28" W 27.30 FT TH N 89DEG-43'-32" E 4 FT TH S 00DEG-16'-28" W 70.03 FT TO S LI TH N 89DEG-20'-08" W 166 FT TO BEG\*\* \*\*\*SPLIT 14-360-017 & 140 INTO 14-360-171 & 141 FOR 2022 ROLL\*\*\*

**Table 1**  
**Eligible Activity Costs**

<b>MSHDA Housing Development Activities Costs and Schedule</b>		
<b>MSHDA Eligible Activities</b>	<b>Cost</b>	<b>Completion Season/Year</b>
<b>Public Infrastructure</b>	<b>\$3,385,000</b>	<b>Fall 2024</b>
<i>Sidewalks</i>	\$160,000	
<i>Landscaping</i>	\$500,000	
<i>Lighting</i>	\$225,000	
<i>Roads</i>	\$750,000	
<i>Sanitary Sewer Main</i>	\$350,000	
<i>Subsurface Infiltration Bed</i>	\$1,000,000	
<i>Infrastructure design and engineering</i>	\$400,000	
<b>Site Preparation</b>	<b>\$606,670</b>	<b>Fall 2024</b>
<i>Compaction &amp; Sub-base Preparation</i>	\$120,000	
<i>Clearing and Grubbing</i>	\$50,000	
<i>Cut and Fill</i>	\$150,000	
<i>Staking</i>	\$25,000	
<i>Temporary Construction Access/Roads/Facility</i>	\$32,000	
<i>Temporary Erosion Control</i>	\$20,000	
<i>Geotechnical Engineering</i>	\$9,670	
<i>Site Prep Design and Engineering</i>	\$200,000	
<b>Affordable Housing Financing Gap</b>	<b>\$2,756,760</b>	
<b>Brownfield Plan/Act 381 Work Plan</b>	<b>\$30,000</b>	<b>Winter 2024</b>
<i>Brownfield Plan Preparation</i>	\$15,000	
<i>Work Plan Preparation</i>	\$15,000	
<b>Brownfield Plan Implementation</b>	<b>\$30,000</b>	
<b>MSHDA Eligible Activities Subtotal</b>	<b>\$6,808,430</b>	
<b>Contingency (15%)</b>	<b>\$598,751</b>	
<b>Interest (3%)</b>	<b>\$1,550,088</b>	
<b>MSHDA Eligible Activities Total Costs</b>	<b>\$8,957,269</b>	

EGLE Eligible Activities Costs and Schedule		
EGLE Eligible Activities	Cost	Completion Season/Year
<b>Department Specific Activities</b>	<b>\$2,200</b>	2022
<i>Phase I &amp; II Environmental Site Assessment</i>	\$2,200	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$2,200</b>	
<b>Contingency (0%)</b>	<b>\$0</b>	
<b>Interest (0%)</b>	<b>\$0</b>	
<b>EGLE Eligible Activities Total Costs</b>	<b>\$2,200</b>	

## **Table 2**

### **Tax Capture Schedule**



**Tax Increment Revenue Capture Estimates**

Project Name  
Eligible Property Address  
City, Michigan  
Month Day, Year

Estimated Taxable Value (TV) Increase Rate: 1.00%																																	
Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL		
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054			
*Base Taxable Value	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ 358,155	\$ -	
Estimated New TV	\$ 7,940,000	\$ 8,019,400	\$ 8,099,594	\$ 8,180,590	\$ 8,262,396	\$ 8,345,020	\$ 8,428,470	\$ 8,512,755	\$ 8,597,882	\$ 8,683,861	\$ 8,770,700	\$ 8,858,407	\$ 8,946,991	\$ 9,036,461	\$ 9,126,825	\$ 9,218,094	\$ 9,310,274	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$ -
Incremental Difference (New TV - Base TV)	\$ 7,581,845	\$ 7,661,245	\$ 7,741,439	\$ 7,822,435	\$ 7,904,241	\$ 7,986,865	\$ 8,070,315	\$ 8,154,600	\$ 8,239,727	\$ 8,325,706	\$ 8,412,545	\$ 8,500,252	\$ 8,588,836	\$ 8,678,306	\$ 8,768,670	\$ 8,859,939	\$ 8,952,119	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	\$ -	
<b>Brownfield School Capture</b>																																	
<b>Millage Rate</b>																																	
State Education Tax (SET)	6.0000	\$ 22,746	\$ 22,984	\$ 23,224	\$ 23,467	\$ 23,713	\$ 23,961	\$ 24,211	\$ 24,464	\$ 24,719	\$ 24,977	\$ 25,238	\$ 25,501	\$ 25,767	\$ 26,035	\$ 26,306	\$ 26,580	\$ 26,856	\$ 27,136	\$ 27,418	\$ 27,703	\$ 27,990	\$ 28,281	\$ 28,575	\$ 28,871	\$ 29,171	\$ 29,473	\$ 29,779	\$ 30,087	\$ 30,399	\$ 30,713	\$ 796,342	
School Operating Tax	17.5695	\$ 127,262	\$ 128,595	\$ 129,941	\$ 131,301	\$ 132,674	\$ 134,061	\$ 135,461	\$ 136,876	\$ 138,305	\$ 139,748	\$ 141,206	\$ 142,678	\$ 144,165	\$ 145,667	\$ 147,183	\$ 148,715	\$ 150,263	\$ 151,825	\$ 153,404	\$ 154,998	\$ 156,608	\$ 158,234	\$ 159,877	\$ 161,536	\$ 163,211	\$ 164,903	\$ 166,612	\$ 168,339	\$ 170,082	\$ 171,843	\$ 4,455,574	
<b>School Total</b>	<b>23.5695</b>	<b>\$ 150,008</b>	<b>\$ 151,579</b>	<b>\$ 153,166</b>	<b>\$ 154,768</b>	<b>\$ 156,387</b>	<b>\$ 158,021</b>	<b>\$ 159,672</b>	<b>\$ 161,340</b>	<b>\$ 163,024</b>	<b>\$ 164,725</b>	<b>\$ 166,443</b>	<b>\$ 168,179</b>	<b>\$ 169,931</b>	<b>\$ 171,702</b>	<b>\$ 173,489</b>	<b>\$ 175,295</b>	<b>\$ 177,119</b>	<b>\$ 178,961</b>	<b>\$ 180,822</b>	<b>\$ 182,701</b>	<b>\$ 184,598</b>	<b>\$ 186,515</b>	<b>\$ 188,451</b>	<b>\$ 190,407</b>	<b>\$ 192,382</b>	<b>\$ 194,376</b>	<b>\$ 196,391</b>	<b>\$ 198,426</b>	<b>\$ 200,481</b>	<b>\$ 202,556</b>	<b>\$ 5,251,916</b>	
<b>Brownfield Local Capture</b>																																	
<b>Millage Rate</b>																																	
Fire Improvement	0.9805	\$ 7,434	\$ 7,512	\$ 7,590	\$ 7,670	\$ 7,750	\$ 7,831	\$ 7,913	\$ 7,996	\$ 8,079	\$ 8,163	\$ 8,249	\$ 8,334	\$ 8,421	\$ 8,509	\$ 8,598	\$ 8,687	\$ 8,778	\$ 8,869	\$ 8,961	\$ 9,054	\$ 9,148	\$ 9,243	\$ 9,339	\$ 9,436	\$ 9,534	\$ 9,633	\$ 9,733	\$ 9,833	\$ 9,935	\$ 10,038	\$ 260,271	
Sinking Fund	0.4988	\$ 3,782	\$ 3,821	\$ 3,861	\$ 3,902	\$ 3,943	\$ 3,984	\$ 4,025	\$ 4,068	\$ 4,110	\$ 4,153	\$ 4,196	\$ 4,240	\$ 4,284	\$ 4,329	\$ 4,374	\$ 4,419	\$ 4,465	\$ 4,512	\$ 4,559	\$ 4,606	\$ 4,654	\$ 4,702	\$ 4,751	\$ 4,800	\$ 4,850	\$ 4,901	\$ 4,951	\$ 5,002	\$ 5,054	\$ 5,107	\$ 132,405	
KRESA ISD	6.9853	\$ 52,961	\$ 53,516	\$ 54,076	\$ 54,642	\$ 55,213	\$ 55,791	\$ 56,374	\$ 56,962	\$ 57,557	\$ 58,158	\$ 58,764	\$ 59,377	\$ 59,996	\$ 60,621	\$ 61,252	\$ 61,889	\$ 62,533	\$ 63,184	\$ 63,840	\$ 64,504	\$ 65,174	\$ 65,851	\$ 66,534	\$ 67,225	\$ 67,922	\$ 68,626	\$ 69,337	\$ 70,056	\$ 70,781	\$ 71,514	\$ 1,854,230	
Lib-port-extra	0.4986	\$ 3,780	\$ 3,820	\$ 3,860	\$ 3,900	\$ 3,941	\$ 3,982	\$ 4,024	\$ 4,066	\$ 4,108	\$ 4,151	\$ 4,194	\$ 4,238	\$ 4,282	\$ 4,327	\$ 4,372	\$ 4,418	\$ 4,464	\$ 4,510	\$ 4,557	\$ 4,604	\$ 4,652	\$ 4,700	\$ 4,749	\$ 4,798	\$ 4,848	\$ 4,898	\$ 4,949	\$ 5,000	\$ 5,052	\$ 5,105	\$ 132,352	
County 911	0.6459	\$ 4,897	\$ 4,948	\$ 5,000	\$ 5,053	\$ 5,105	\$ 5,159	\$ 5,213	\$ 5,267	\$ 5,322	\$ 5,378	\$ 5,434	\$ 5,490	\$ 5,548	\$ 5,605	\$ 5,664	\$ 5,723	\$ 5,782	\$ 5,842	\$ 5,903	\$ 5,964	\$ 6,026	\$ 6,089	\$ 6,152	\$ 6,216	\$ 6,280	\$ 6,346	\$ 6,411	\$ 6,478	\$ 6,545	\$ 6,613	\$ 171,452	
County Operating	4.6318	\$ 35,118	\$ 35,485	\$ 35,857	\$ 36,232	\$ 36,611	\$ 36,994	\$ 37,380	\$ 37,770	\$ 38,165	\$ 38,563	\$ 38,965	\$ 39,371	\$ 39,782	\$ 40,196	\$ 40,615	\$ 41,037	\$ 41,464	\$ 41,896	\$ 42,331	\$ 42,771	\$ 43,215	\$ 43,664	\$ 44,117	\$ 44,575	\$ 45,037	\$ 45,504	\$ 45,976	\$ 46,452	\$ 46,934	\$ 47,419	\$ 1,229,499	
Public Safety	1.4380	\$ 10,903	\$ 11,017	\$ 11,132	\$ 11,249	\$ 11,366	\$ 11,485	\$ 11,605	\$ 11,726	\$ 11,849	\$ 11,972	\$ 12,097	\$ 12,223	\$ 12,351	\$ 12,479	\$ 12,609	\$ 12,741	\$ 12,873	\$ 13,007	\$ 13,142	\$ 13,279	\$ 13,417	\$ 13,556	\$ 13,697	\$ 13,839	\$ 13,982	\$ 14,127	\$ 14,274	\$ 14,422	\$ 14,571	\$ 14,722	\$ 381,713	
County Seniors	0.3462	\$ 2,625	\$ 2,652	\$ 2,680	\$ 2,708	\$ 2,736	\$ 2,765	\$ 2,794	\$ 2,823	\$ 2,853	\$ 2,882	\$ 2,912	\$ 2,943	\$ 2,973	\$ 3,004	\$ 3,036	\$ 3,067	\$ 3,099	\$ 3,131	\$ 3,164	\$ 3,197	\$ 3,230	\$ 3,264	\$ 3,298	\$ 3,332	\$ 3,366	\$ 3,401	\$ 3,436	\$ 3,472	\$ 3,508	\$ 3,544	\$ 91,898	
County Housing Fund	0.7453	\$ 5,651	\$ 5,710	\$ 5,770	\$ 5,830	\$ 5,891	\$ 5,953	\$ 6,015	\$ 6,078	\$ 6,141	\$ 6,205	\$ 6,270	\$ 6,335	\$ 6,401	\$ 6,468	\$ 6,535	\$ 6,603	\$ 6,672	\$ 6,741	\$ 6,811	\$ 6,882	\$ 6,954	\$ 7,026	\$ 7,099	\$ 7,173	\$ 7,247	\$ 7,322	\$ 7,398	\$ 7,475	\$ 7,552	\$ 7,630	\$ 197,838	
KCTA	0.3110	\$ 2,358	\$ 2,383	\$ 2,408	\$ 2,433	\$ 2,458	\$ 2,484	\$ 2,510	\$ 2,536	\$ 2,563	\$ 2,589	\$ 2,616	\$ 2,644	\$ 2,671	\$ 2,699	\$ 2,727	\$ 2,755	\$ 2,784	\$ 2,813	\$ 2,842	\$ 2,872	\$ 2,902	\$ 2,932	\$ 2,962	\$ 2,993	\$ 3,024	\$ 3,055	\$ 3,087	\$ 3,119	\$ 3,151	\$ 3,184	\$ 82,554	
KVCC	2.7802	\$ 21,079	\$ 21,300	\$ 21,523	\$ 21,748	\$ 21,975	\$ 22,205	\$ 22,437	\$ 22,671	\$ 22,908	\$ 23,147	\$ 23,389	\$ 23,632	\$ 23,879	\$ 24,127	\$ 24,379	\$ 24,632	\$ 24,889	\$ 25,148	\$ 25,409	\$ 25,673	\$ 25,940	\$ 26,209	\$ 26,481	\$ 26,756	\$ 27,033	\$ 27,314	\$ 27,597	\$ 27,883	\$ 28,171	\$ 28,463	\$ 737,997	
Lib-port-voted	1.4959	\$ 11,342	\$ 11,460	\$ 11,580	\$ 11,702	\$ 11,824	\$ 11,948	\$ 12,072	\$ 12,198	\$ 12,326	\$ 12,454	\$ 12,584	\$ 12,716	\$ 12,848	\$ 12,982	\$ 13,117	\$ 13,254	\$ 13,391	\$ 13,531	\$ 13,671	\$ 13,813	\$ 13,957	\$ 14,102	\$ 14,248	\$ 14,396	\$ 14,545	\$ 14,696	\$ 14,849	\$ 15,002	\$ 15,158	\$ 15,315	\$ 397,083	
Township Operating	0.8321	\$ 6,309	\$ 6,375	\$ 6,442	\$ 6,509	\$ 6,577	\$ 6,646	\$ 6,715	\$ 6,785	\$ 6,856	\$ 6,928	\$ 7,000	\$ 7,073	\$ 7,147	\$ 7,221	\$ 7,296	\$ 7,372	\$ 7,449	\$ 7,527	\$ 7,605	\$ 7,684	\$ 7,764	\$ 7,844	\$ 7,926	\$ 8,008	\$ 8,091	\$ 8,175	\$ 8,260	\$ 8,345	\$ 8,432	\$ 8,519	\$ 220,879	
<b>Local Total</b>	<b>22.1896</b>	<b>\$ 168,238</b>	<b>\$ 170,000</b>	<b>\$ 171,779</b>	<b>\$ 173,577</b>	<b>\$ 175,392</b>	<b>\$ 177,225</b>	<b>\$ 179,077</b>	<b>\$ 180,947</b>	<b>\$ 182,836</b>	<b>\$ 184,744</b>	<b>\$ 186,671</b>	<b>\$ 188,617</b>	<b>\$ 190,583</b>	<b>\$ 192,568</b>	<b>\$ 194,573</b>	<b>\$ 196,598</b>	<b>\$ 198,644</b>	<b>\$ 200,710</b>	<b>\$ 202,796</b>	<b>\$ 204,904</b>	<b>\$ 207,032</b>	<b>\$ 209,182</b>	<b>\$ 211,353</b>	<b>\$ 213,546</b>	<b>\$ 215,761</b>	<b>\$ 217,999</b>	<b>\$ 220,258</b>	<b>\$ 222,540</b>	<b>\$ 224,845</b>	<b>\$ 227,173</b>	<b>\$ 5,890,171</b>	
<b>Non-Capturable Millages</b>																																	
<b>Millage Rate</b>																																	
School Debt	6.8500	\$ 51,936	\$ 52,480	\$ 53,029	\$ 53,584	\$ 54,144	\$ 54,710	\$ 55,282	\$ 55,859	\$ 56,442	\$ 57,031	\$ 57,626	\$ 58,227	\$ 58,834	\$ 59,446	\$ 60,065	\$ 60,691	\$ 61,322	\$ 61,960	\$ 62,604	\$ 63,254	\$ 63,912	\$ 64,575	\$ 65,245	\$ 65,922	\$ 66,606	\$ 67,297	\$ 67,994	\$ 68,699	\$ 69,410	\$ 70,129	\$ 1,818,315	
Juvenile Home Debt	0.1613	\$ 1,223	\$ 1,236	\$ 1,249	\$ 1,262	\$ 1,275	\$ 1,288	\$ 1,302	\$ 1,315	\$ 1,329	\$ 1,343	\$ 1,357	\$ 1,371	\$ 1,385	\$ 1,400	\$ 1,414	\$ 1,429	\$ 1,444	\$ 1,459	\$ 1,474	\$ 1,489	\$ 1,505	\$ 1,521	\$ 1,536	\$ 1,552	\$ 1,568	\$ 1,585	\$ 1,601	\$ 1,618	\$ 1,634	\$ 1,651	\$ 42,817	
<b>Total Non-Capturable Taxes</b>	<b>7.0113</b>	<b>\$ 53,159</b>	<b>\$ 53,715</b>	<b>\$ 54,278</b>	<b>\$ 54,845</b>	<b>\$ 55,419</b>	<b>\$ 55,998</b>	<b>\$ 56,583</b>	<b>\$ 57,174</b>	<b>\$ 57,771</b>	<b>\$ 58,374</b>	<b>\$ 58,983</b>	<b>\$ 59,598</b>	<b>\$ 60,219</b>	<b>\$ 60,846</b>	<b>\$ 61,480</b>	<b>\$ 62,120</b>	<b>\$ 62,766</b>	<b>\$ 63,419</b>	<b>\$ 64,078</b>	<b>\$ 64,744</b>	<b>\$ 65,417</b>	<b>\$ 66,096</b>	<b>\$ 66,782</b>	<b>\$ 67,475</b>	<b>\$ 68,175</b>	<b>\$ 68,882</b>	<b>\$ 69,595</b>	<b>\$ 70,316</b>	<b>\$ 71,045</b>	<b>\$ 71,780</b>	<b>\$ 1,861,131</b>	
<b>Total Millage</b>	<b>52.7704</b>																																
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>203,167</b>	<b>\$ 205,294</b>	<b>\$ 207,443</b>	<b>\$ 209,613</b>	<b>\$ 211,806</b>	<b>\$ 214,020</b>	<b>\$ 216,256</b>	<b>\$ 218,514</b>	<b>\$ 220,795</b>	<b>\$ 223,099</b>	<b>\$ 225,426</b>	<b>\$ 227,777</b>	<b>\$ 230,150</b>	<b>\$ 232,548</b>	<b>\$ 234,969</b>	<b>\$ 237,415</b>	<b>\$ 239,885</b>	<b>\$ 242,380</b>	<b>\$ 244,900</b>	<b>\$ 247,445</b>	<b>\$ 250,015</b>	<b>\$ 252,611</b>	<b>\$ 255,233</b>	<b>\$ 257,881</b>	<b>\$ 260,556</b>	<b>\$ 263,258</b>	<b>\$ 265,986</b>	<b>\$ 268,742</b>	<b>\$ 271,526</b>	<b>\$ 274,337</b>	<b>\$ -</b>		
Total tax paid	\$ 418,996.98																																

**Footnotes:**  
Assumes \$50k TV for Studio \$55k TV for 1BR, \$65k TV for 2BR, \$200,000 TV for townhomes  
Assumes townhomes will be owner occupied, and exempt from school operating millage  
Assumes DDA Opt-out for Residential portion of the development



**Table 3**  
**Reimbursement Schedule**

Tax Increment Revenue Reimbursement Allocation Table

Project Name  
Eligible Property Address  
City, Michigan  
Month Day, Year

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	51.5%			
Local	48.5%			
<b>TOTAL</b>				
MSHDA				
EGLE				

Estimated Total Years of Plan: 30

Estimated Capture	#####
Administrative Fees	\$ 639,365
State Brownfield Redevelopment Fund	\$ 476,764
Local Brownfield Revolving Fund	\$ 1,097,080

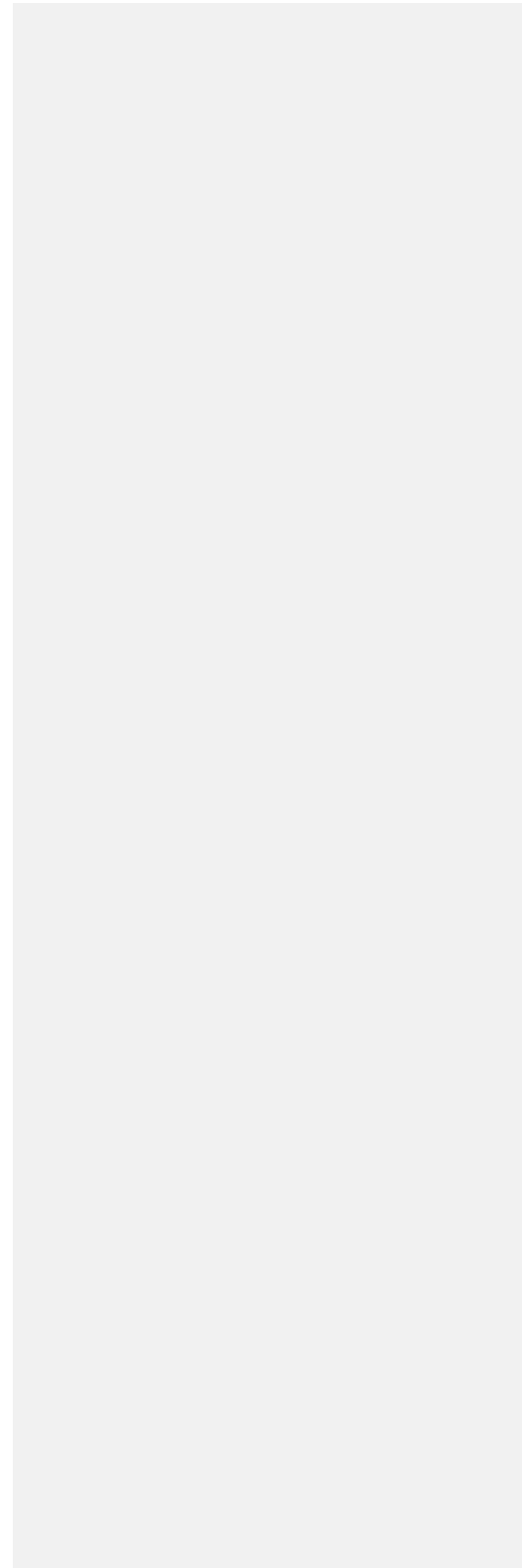
Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL		
Total State Incremental Revenue	\$ 150,008	\$ 151,579	\$ 153,166	\$ 174,802	\$ 176,621	\$ 178,458	\$ 180,313	\$ 182,187	\$ 184,080	\$ 185,992	\$ 187,923	\$ 189,873	\$ 191,842	\$ 193,832	\$ 195,841	\$ 197,870	\$ 199,920	\$ 201,990	\$ 204,080	\$ 206,192	\$ 208,325	\$ 210,479	\$ 212,655	\$ 214,852	\$ 217,071	\$ 219,313	\$ 221,577	\$ 223,864	\$ 226,173	\$ 228,506	\$ 5,869,384		
State Brownfield Redevelopment Fund (50% of SET)	\$ 11,373	\$ 11,492	\$ 11,612	\$ 14,284	\$ 14,432	\$ 14,582	\$ 14,733	\$ 14,885	\$ 15,040	\$ 15,195	\$ 15,353	\$ 15,512	\$ 15,672	\$ 15,834	\$ 15,998	\$ 16,163	\$ 16,330	\$ 16,499	\$ 16,669	\$ 16,841	\$ 17,015	\$ 17,191	\$ 17,368	\$ 17,547	\$ 17,728	\$ 17,911	\$ 18,095	\$ 18,281	\$ 18,470	\$ 18,660	\$ 476,764		
State TIR Available for Reimbursement	\$ 138,635	\$ 140,087	\$ 141,553	\$ 160,518	\$ 162,189	\$ 163,877	\$ 165,581	\$ 167,302	\$ 169,041	\$ 170,796	\$ 172,570	\$ 174,361	\$ 176,170	\$ 177,997	\$ 179,843	\$ 181,707	\$ 183,589	\$ 185,491	\$ 187,411	\$ 189,351	\$ 191,310	\$ 193,288	\$ 195,287	\$ 197,305	\$ 199,344	\$ 201,402	\$ 203,482	\$ 205,582	\$ 207,704	\$ 209,846	\$ 5,392,619		
Total Local BRA Incremental Revenue	\$ 168,238	\$ 170,000	\$ 171,779	\$ 189,912	\$ 191,891	\$ 193,889	\$ 195,908	\$ 197,946	\$ 200,005	\$ 202,085	\$ 204,185	\$ 206,306	\$ 208,449	\$ 210,613	\$ 212,798	\$ 215,006	\$ 217,235	\$ 219,487	\$ 221,761	\$ 224,058	\$ 226,379	\$ 228,722	\$ 231,089	\$ 233,479	\$ 235,893	\$ 238,332	\$ 240,794	\$ 243,282	\$ 245,794	\$ 248,331	\$ 6,393,645		
BRA Administrative Fee (10%)	\$ 16,824	\$ 17,000	\$ 17,178	\$ 18,991	\$ 19,189	\$ 19,389	\$ 19,591	\$ 19,795	\$ 20,000	\$ 20,208	\$ 20,418	\$ 20,631	\$ 20,845	\$ 21,061	\$ 21,280	\$ 21,501	\$ 21,724	\$ 21,949	\$ 22,176	\$ 22,406	\$ 22,638	\$ 22,872	\$ 23,109	\$ 23,348	\$ 23,589	\$ 23,833	\$ 24,079	\$ 24,328	\$ 24,579	\$ 24,833	\$ 639,365		
Local BRA TIR Available for Reimbursement	\$ 151,414	\$ 153,000	\$ 154,601	\$ 170,921	\$ 172,702	\$ 174,500	\$ 176,317	\$ 178,151	\$ 180,004	\$ 181,876	\$ 183,766	\$ 185,676	\$ 187,604	\$ 189,551	\$ 191,518	\$ 193,505	\$ 195,512	\$ 197,538	\$ 199,585	\$ 201,653	\$ 203,741	\$ 205,850	\$ 207,980	\$ 210,131	\$ 212,304	\$ 214,498	\$ 216,715	\$ 218,954	\$ 221,215	\$ 223,498	\$ 5,754,281		
<b>Total State &amp; Local TIR Available</b>																															\$ -		
<b>DEVELOPER</b>																																	
DEVELOPER Brownfield Reimbursement Balance	\$ 4,652,621	\$ 4,500,409	\$ 4,345,160	\$ 4,186,843	\$ 3,993,242	\$ 3,796,189	\$ 3,595,650	\$ 3,391,591	\$ 3,183,975	\$ 2,972,768	\$ 2,757,934	\$ 2,539,435	\$ 2,317,237	\$ 2,091,301	\$ 1,861,590	\$ 1,628,067	\$ 1,390,693	\$ 1,149,430	\$ 904,239	\$ 655,080	\$ 401,915	\$ 6,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
MSHDA Housing Development Costs	\$ 4,650,421	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,407,181	
State Tax Reimbursement	\$ 136,435	\$ 140,087	\$ 141,553	\$ 160,518	\$ 162,189	\$ 163,877	\$ 165,581	\$ 167,302	\$ 169,041	\$ 170,796	\$ 172,570	\$ 174,361	\$ 176,170	\$ 177,997	\$ 179,843	\$ 181,707	\$ 183,589	\$ 185,491	\$ 187,411	\$ 189,351	\$ 191,310	\$ 3,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,580,715
Local Tax Reimbursement	\$ 151,414	\$ 153,000	\$ 154,601	\$ 170,921	\$ 172,702	\$ 174,500	\$ 176,317	\$ 178,151	\$ 180,004	\$ 181,876	\$ 183,766	\$ 185,676	\$ 187,604	\$ 189,551	\$ 191,518	\$ 193,505	\$ 195,512	\$ 197,538	\$ 199,585	\$ 201,653	\$ 203,741	\$ 3,329	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,826,466	
<b>Total MSF Reimbursement Balance</b>	\$ 4,500,409	\$ 4,345,160	\$ 4,186,843	\$ 3,993,242	\$ 3,796,189	\$ 3,595,650	\$ 3,391,591	\$ 3,183,975	\$ 2,972,768	\$ 2,757,934	\$ 2,539,435	\$ 2,317,237	\$ 2,091,301	\$ 1,861,590	\$ 1,628,067	\$ 1,390,693	\$ 1,149,430	\$ 904,239	\$ 655,080	\$ 401,915	\$ 6,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,407,181	
EGLE Environmental Costs	\$ 2,200																															\$ -	
State Tax Reimbursement	\$ 2,200																															\$ 2,200	
Local Tax Reimbursement																																\$ -	
<b>Total EGLE Reimbursement Balance</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	
Accrued Brownfield Interest	3%	\$ 135,012	\$ 130,355	\$ 125,605	\$ 119,797	\$ 113,886	\$ 107,870	\$ 101,748	\$ 95,519	\$ 89,183	\$ 82,738	\$ 76,183	\$ 69,517	\$ 62,739	\$ 55,848	\$ 48,842	\$ 41,721	\$ 34,483	\$ 27,127	\$ 19,652	\$ 12,057	\$ 206	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Interest Payments															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 761,134	
Local Interest Payments															\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 788,954	
<b>Outstanding Interest Balance</b>		\$ 135,012	\$ 265,367	\$ 390,972	\$ 510,770	\$ 624,655	\$ 732,525	\$ 834,273	\$ 929,792	\$ 1,018,975	\$ 1,101,713	\$ 1,177,896	\$ 1,247,413	\$ 1,310,152	\$ 1,366,000	\$ 1,414,842	\$ 1,456,563	\$ 1,491,045	\$ 1,518,173	\$ 1,537,825	\$ 1,549,882	\$ 1,550,088	\$ 1,157,815	\$ 754,549	\$ 347,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,550,088		
<b>Total Annual Developer Reimbursement</b>		\$ 290,049	\$ 293,087	\$ 296,155	\$ 331,439	\$ 334,891	\$ 338,377	\$ 341,898	\$ 345,454	\$ 349,045	\$ 352,673	\$ 356,336	\$ 360,037	\$ 363,774	\$ 367,549	\$ 371,361	\$ 375,212	\$ 379,101	\$ 383,029	\$ 386,996	\$ 391,003	\$ 395,050	\$ 399,138	\$ 403,266	\$ 407,436	\$ 347,113	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,959,469	
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																																	
LBRF Deposits *																																	
State Tax Capture	\$ -																															\$ 2,200	
Local Tax Capture	\$ -																															\$ 2,200	
<b>Total LBRF Capture</b>																																\$ 4,400	
																																\$ 1,094,880	
																																\$ 1,097,080	

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:  
Provide footnotes, as needed

# **Attachment A**

## **Brownfield Plan Resolutions**

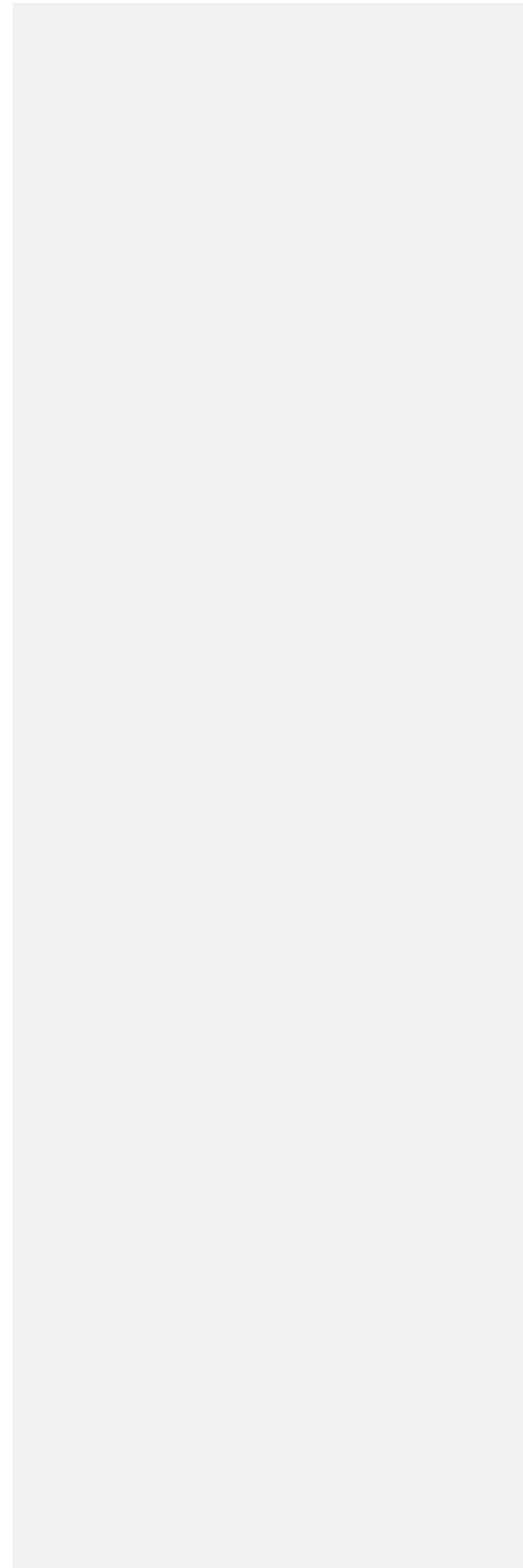


# **Attachment B**

## **Reimbursement Agreement**

## **Attachment C**

### **Site Plan**



**Attachment D**

**Housing Study**



**ASSIGNMENT OF BROWNFIELD REIMBURSEMENT  
WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY**

THIS ASSIGNMENT OF BROWNFIELD REIMBURSEMENT (WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY) (this “Assignment”) is made and entered into effective as of June 7, 2023, by and between IPUSA PAVILION 1, LLC, a Michigan limited liability company (“Developer” or “Assignor”) and KALAMAZOO COUNTY LAND BANK AUTHORITY (“Land Bank” or “Assignee”).

Background

A. Developer owns and is developing certain property generally located at 5274 E N Avenue in Pavilion Township, Kalamazoo County, Michigan (the “Property”), including construction of a speculative warehouse/distribution facility (the “Project”).

B. Developer and Land Bank are parties to a certain Development Agreement dated August 15, 2022, regarding the Developer and Land Bank’s respective interests in the Property and the Land Bank’s support for furtherance of the Project including, without limitation, the qualification of the Property for “core community” treatment under the Brownfield Redevelopment Financing Act (the “Development Agreement”).

C. Pursuant to the Development Agreement the Land Bank is entitled to receive from the Developer certain payments defined in the Development Agreement as “Land Bank Property Income” (“Land Bank Payments”).

D. Developer is also a party to a certain Brownfield Plan Development Agreement entered into with the Kalamazoo County Brownfield Redevelopment Authority (the “BRA”) dated August 15, 2022 (the “Brownfield Agreement”) related to development of the Property, inclusive of the Project, under which the Developer is entitled to reimbursement from the BRA of Eligible Costs solely from Tax Increment Revenues generated from the Property (the “TIF Payments”).

E. The Land Bank Payments are to begin as set forth in the Development Agreement, and which payments are secured by a mortgage on the Property in favor of Land Bank.

F. At Developer’s request, Land Bank has agreed to subordinate its mortgage lien on the Property and rights thereunder in favor of Developer’s construction lender pursuant to a separate subordination agreement and as a material inducement therefore, Developer is entering into and making the Assignment provided herein.

NOW, THEREFORE, in consideration of the background above and mutual covenants and representations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Land Bank and Developer agree as follows:

1. Developer Assignment. Developer hereby assigns, grants, transfers and sets over to Land Bank all of Assignor's right, title and interest in and to that portion of each TIF Payment from the BRA which is equal to the Land Bank Payment for the 2025, 2026, 2027 and 2028 tax years ("Applicable Tax Years") (not to exceed \$500,000 in total), and all of the proceeds of the foregoing (collectively, the "Assigned BRA Payments"). In making the foregoing assignment, the Assignor hereby represents and warrants to Assignee that:
  - 1.1 Assignor is the sole holder and owner of all rights, title and interest in and to the Assigned BRA Payments;
  - 1.2 Assignor has not heretofore assigned, pledged or hypothecated its interest in any of the Assigned BRA Payments nor shall Assignor assign, pledge or hypothecate any such Assigned BRA Payments to any party other than Land Bank without Land Bank's prior written consent, which the Land Bank may give or withhold in its sole discretion;
  - 1.3 Developer shall timely submit all required documentation, including without limitation, cost certification of Eligible Costs to the BRA as required under Section 7 of the Brownfield Agreement for the BRA to make all TIF Payments including (without limitation) the Assigned BRA Payments hereunder; ~~and~~
  - 1.4 Notwithstanding the assignment hereunder or any other terms hereof, Developer remains responsible for all obligations due to the Land Bank under the Development Agreement if and in the event the TIF Payments do not fully satisfy the Land Bank Payments due to the Land Bank; ~~and~~
  - 1.4.1.5 In the event the BRA does not collect or distribute TIF in one or more of the Applicable Tax Years, fails to make any of the TIF Payments or there are no fails to make an Assigned BRA Payment in any of the Applicable Tax Yearss, Developer shall make a payment in each of the Applicable Tax Years to the Land Bank in an amount equal to the amount to the amount of TIF that would otherwise have been available to be collected by the BRA and distributed to the Land Bank in the form of Assigned BRA Payments.-
2. Acceptance of Assignment; Termination. The acceptance and effectiveness of this Assignment is subject to Developer's payment of the Land Bank's attorney fees incurred in connection with this Assignment and request for subordination referenced in the background provisions hereof. Subject to the foregoing, by execution of this Assignment, the Land Bank agrees to accept the assignment of the Assigned BRA Payments and to credit its actual receipt of each such Assigned BRA Payment to the Land Bank Property Income due under the Development Agreement. Land Bank agrees to cooperate, in good faith upon the request of Developer or the BRA, to confirm calculations of the Land Bank Property Income, outstanding amounts due for any tax year and receipt of Assigned BRA

Payments received directly by the Land Bank from the BRA. This Agreement shall terminate upon: a) the Land Bank being paid in full under the terms of this Agreement; or b) upon notice to the BRA that the obligation owed by Developer to Land Bank has been satisfied.

3. Instructions for Direct Payment. Developer and the Land Bank agree to prepare and provide the BRA with annual instructions for the BRA to make direct payment of all Assigned BRA Payments to the Land Bank (using such address or electronic transfer information as the Land Bank may provide) substantially in the form attached hereto as Exhibit A. Developer and the Land Bank agree to seek the BRA's acknowledgment/consent for direct payments of all Assigned BRA Payments to the Land Bank in the form attached as Exhibit B. Notwithstanding anything to the contrary contained herein or in the Development Agreement or Brownfield Agreement, if and in the event the BRA makes a payment of the Assigned BRA Payment to Developer (regardless of this Assignment), such payment shall be deemed in trust for the Land Bank and be immediately paid by Developer to Land Bank.
4. Covenants. Developer covenants and agrees that at any time during which Land Bank is entitled to Land Bank Property Income under the Development Agreement, Developer shall:
  - 4.1 Not execute any other assignment of any of the Assignor's interest in the Assigned BRA Payments;
  - 4.2 Not alter, amend, release, forego or modify any of the Assignor's or Land Bank's rights to the Assigned BRA Payments, without the prior written consent of Land Bank, which consent Assignee may give or withhold in its sole discretion; and
  - 4.3 Promptly deliver to Land Bank true and correct copies of all notices or other documents or communications received by Developer with regard to or relating in any way to the Assigned BRA Payments.
5. Irrevocable. This Assignment is irrevocable and shall remain in full force and effect until such time as the Land Bank has received payment in full of the Land Bank Property Income under the Development Agreement.
6. Binding Nature. This Assignment, together with the agreements, covenants and warranties contained in this Assignment, shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon the Assignor and any of its successors and assigns including, without limitation, any owner of the Property.
7. Counterparts. This Assignment may be executed in any number of counterparts by the parties to this Assignment. Each of said counterparts shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.
8. Governing Law. This Assignment and the transactions contemplated under this Assignment shall be governed by and construed in accordance with the laws of the State of Michigan.

9. Electronic Signatures. The parties agree that the electronic signature (whether docusign or original signature scanned and transmitted by facsimile or email shall be as valid as an original signature of such party and shall be effective to bind such party to this Assignment.

**[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have exercised this Assignment of Brownfield Reimbursement (with Instruction for Direct Payment to Land Bank Authority) as of the day and year written above.

**DEVELOPER**

Dated: \_\_\_\_\_

IPUSA PAVILION 1, LLC  
By: Industrial Partners USA, LLC  
Its: Manager

By: \_\_\_\_\_  
Jeff Smoke, Manager

**LAND BANK**

KALAMAZOO COUNTY LAND BANK  
AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Sidney Ellis  
Its: Executive Director

**EXHIBIT A**  
Instructions for Direct Payment

June \_\_, 2023

Kalamazoo County Brownfield Redevelopment Authority  
201 W. Kalamazoo Avenue  
Kalamazoo, Michigan 49007  
Attn: Executive Director

Re: Instructions for Direct Payment of TIF Reimbursement to the  
Kalamazoo County Land Bank Authority

As you know, IPUSA Pavilion 1, LLC (“Developer”) and the Kalamazoo County Brownfield Redevelopment Authority (the “BRA”) are parties to a certain Brownfield Development Plan Agreement dated August 15, 2022 (the “Brownfield Agreement”) with respect to the Developer’s ownership and development of property generally located at 5274 E N Ave., Kalamazoo, Michigan (the “Property”). Developer and the Kalamazoo County Land Bank Authority (“Land Bank”) are pleased to provide these instructions for paying a portion of any reimbursement otherwise due to Developer under the Brownfield Agreement (the "TIF Payments") directly to the Kalamazoo County Land Bank Authority (“Land Bank”) pursuant to that certain Assignment of Brownfield Reimbursement dated June 7, 2023 by and between Developer and the Land Bank (the "Assignment"). All capitalized terms and otherwise defined herein shall have the meaning set forth in the Assignment.

Developer and Land Bank agree that the amount of Land Bank Payment (as defined in the Assignment) owing for the [\_\_\_\_\_] tax year is: \$[\_\_\_\_\_] (the "[TAX YEAR] Land Bank Payment"). Developer and Land Bank request that the BRA pay the Land Bank an amount of the TIF Payments equal to the [TAX YEAR] Land Bank Payment, or such lesser amount of the TIF Payment as is otherwise payable to Developer for such Tax Year.

Payments to the Land Bank may be made via check sent via certified mail to the Land Bank (or via wire instructions as may be provided by the Land Bank) to:

Kalamazoo County Land Bank Authority  
Executive Director  
1523 Riverview Drive, Suite A  
Kalamazoo, Michigan 49004

We make this instruction, which may not be revoked without the advance, written consent of the Land Bank.

Very truly yours,  
IPUSA PAVILION 1, LLC  
By: Industrial Partners USA, LLC  
Its: Manager

By: \_\_\_\_\_  
Jeff Smoke, Manager

KALAMAZOO COUNTY LAND BANK  
AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Sidney Ellis  
Its: Executive Director

## **EXHIBIT B**

### **NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF BROWNFIELD REIMBURSEMENT WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY**

The Kalamazoo County Brownfield Redevelopment Authority (the “BRA”), hereby acknowledges receipt of a copy (fully executed) of the Assignment of Brownfield Reimbursement dated June 7, 2023 (the “Assignment”) by and between by and between IPUSA PAVILION 1, LLC, a Michigan limited liability company (“Developer” or “Assignor”) and KALAMAZOO COUNTY LAND BANK AUTHORITY (“Land Bank” or “Assignee”). All capitalized terms and otherwise defined herein shall have the meaning set forth in the Assignment.

The BRA hereby consents to the Assignment subject upon the terms and conditions set forth herein. On or before [\_\_\_\_\_] of each year during which Tax Increment Revenues (as defined in the Brownfield Agreement) are captured by the BRA from real and personal property taxes on the Eligible Property, Developer and the Land Bank shall provide the BRA with Instructions for Direct Payment substantially in the form attached as Exhibit A to the Assignment, containing a calculation of the amount of Land Bank Payment owing for such year. Upon the BRA's timely receipt of such Instructions for Direct Payment, the BRA will pay the Land Bank, directly, a portion of any payment otherwise due from the BRA to Developer under the Brownfield Agreement for such year up to the amount of the Land Bank Payment.

Each of the undersigned acknowledge and agree that:

(a) The Assignment shall not be amended, modified or restated in any manner without the prior written consent of the BRA, which consent shall not be unreasonably withheld, conditioned or delayed;

(b) Land Bank shall not assign the Assignment or its rights thereunder without providing prior written notice to the BRA;

(c) The BRA is consenting to the Assignment as a matter of convenience for the Developer and the Land Bank, and notwithstanding anything to the contrary in the Assignment, this notice and acknowledgement thereof, or in any Instructions for Direct Payment, the BRA shall have no liability to the Land Bank for any amount of the Land Bank Payment in excess of the amount of payments otherwise owing from the BRA to the Developer under the Brownfield Agreement. Additionally, the BRA has the right, but not the obligation to, review the calculation of any amounts requested to be paid in any Instructions for Direct Payment. The BRA shall not be bound by, deemed to have knowledge of, or have any obligation to determine, make inquiry into or consider, any term or provision of any agreement between the Land Bank, Developer, and/or any other third party. The BRA shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith provided by the Land Bank and Developer with respect to such party's information and believed by the BRA to be genuine, (ii) in assuming that any person purporting to give the BRA any of the foregoing has been duly authorized to do so and (iii) in acting or failing to act in good faith in accordance with the terms of the Brownfield Agreement and the Assignment, subject to the terms and conditions set forth in this this Notice and Acknowledgment.

Developer and Land Bank hereby unconditionally release the BRA from any and all liability relating to any payment that may hereinafter be made by the BRA to Land Bank made in accordance with Instructions for Direct Payment, and agrees to defend, indemnify and hold harmless the BRA and



Kalamazoo County, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the Assignment or the BRA's consent thereto or any payments made in connection with the Assignment.

An executed counterpart of this Notice and Acknowledgement is being furnished by the undersigned to the above-described BRA, Assignor, and Assignee.

[signature pages follow]

**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF  
BROWNFIELD REIMBURSEMENT**

**Kalamazoo County  
Brownfield Redevelopment Authority**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF  
BROWNFIELD REIMBURSEMENT**

**DEVELOPER**

Dated: \_\_\_\_\_

IPUSA PAVILION 1, LLC  
By: Industrial Partners USA, LLC  
Its: Manager

By: \_\_\_\_\_  
Jeff Smoke, Manager

**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF  
BROWNFIELD REIMBURSEMENT**

**LAND BANK**

KALAMAZOO COUNTY LAND BANK  
AUTHORITY

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Sidney Ellis  
Its: Executive Director

***DRAFT***  
**THIRD AMENDMENT  
TO THE BROWNFIELD DEVELOPMENT  
AND REIMBURSEMENT AGREEMENT FOR  
THE MIDLINK BUSINESS PARK REDEVELOPMENT**

This THIRD AMENDMENT to the BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT, DATED JUNE 10, 2011 (the “Development Agreement”) between THE COUNTY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), a Michigan body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended (“Act 381), whose address is 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and 5200 EAST CORK INVESTORS, LLC, (the “Developer”), a Delaware Limited Liability Company, whose address is 5200 East Cork Street, Kalamazoo, Michigan 49048, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Authority, the Developer and Green Aluminum, LLC, a Michigan limited liability company, whose address is 3400 Covington Road, Kalamazoo, MI 49001 (“Schupan”) and shall hereafter be referred to as the Third Amendment.

RECITALS:

- A. The recitals of the Development Agreement are restated herein, and all defined terms contained in the Development Agreement shall be used herein as the same are defined in the Development Agreement.
- B. On February 21, 2023, Schupan entered into a Purchase Agreement with the Developer for the property located in Lots 7 and 9 of the Midlink Business Park, at the northeast corner of the intersection of Park Circle Drive and Sprinkle Road, Comstock Township, Kalamazoo, Michigan, as more fully described in **Exhibit A** of this Third Amendment (“the Third Amendment Property”) pursuant to an agreement between Developer and Schupan (the “Purchase Agreement”).
- C. Schupan intends to develop the Third Amendment Property to be used for the construction of a new warehouse for Green Aluminum, LLC. Such development shall include the construction of buildings and facilities used for these purposes. Development of the Third Amendment Property shall include the performance of certain Eligible Activities
- D. The purpose of this Third Amendment is to amend the Development Agreement to provide for the development of the Third Amendment Property by Schupan, and to state the obligations of the parties to this Third Amendment for reimbursement of the costs incurred for Eligible Activities, as approved by the Authority.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual agreements set forth below, the Authority, the Developer and Schupan agree as follows:

1. Review of and Agreement to Development Agreement and Brownfield Plan. Schupan represents that they have reviewed the Kalamazoo County Brownfield Plan, the Kalamazoo County Operational Policy for Brownfield Projects, and the Development Agreement and are fully aware of and accept the terms of those documents, subject to the terms of this Third Amendment.
2. Conflict Between the Third Amendment and the Development Agreement. To the extent that terms or provisions of the Development Agreement and this Third Amendment conflict, the Third Amendment shall control. Barring conflict, the terms of the Development Agreement shall remain in full force and effect.
3. Development of the Property. Schupan agrees to develop the Third Amendment Property consistent with this Third Amendment, the Development Agreement, and the Plan Amendment and any site plans, which have already, or may, from time to time, be approved by the Township of Comstock for the Third Amendment Property and consistent with the applicable zoning, building and land use laws. As a general matter, the intent of this Third Amendment is for Schupan to redevelop the Third Amendment Property for the construction of a new 103,000 sq ft warehouse building known as the Green Aluminum Building, located in Lots 7 and 9 of the Midlink Business Park (the “Schupan Project”).
4. Reimbursement for Approved Eligible Activities, and Amendments to Work Plans.
  - 4.1 Unless otherwise allowed under Act 381, the Authority is requiring Work Plans for all Eligible Activities sought to be reimbursed from school TIR. Eligible Activities conducted prior to the date of this Third Amendment shall be reimbursed from school TIR and/or non-school TIR, to the extent authorized by Act 381, subject to sections 2.2, 2.3 and 6.2 of the Development Agreement and this Third Amendment.
  - 4.2 The Authority shall reimburse Schupan for Eligible Activities it conducts at the Third Amendment Property, to the extent permitted by Act 381, provided for in the Plan Amendment and approved by the Authority or the Department of Environment Great Lakes and Energy (EGLE) (previously Michigan Department of Natural Resources and the Environment “MDNRE”, then Michigan Department of Environmental Quality or “MDEQ”), as applicable. To the extent that EGLE does not approve a particular cost item or interest on a cost item authorized by the Plan Amendment and approved by the Authority for reimbursement, from school TIR, the Authority shall use TIR generated from local taxes to reimburse the full amount of that cost item or interest charge, provided the following: reimbursements to Schupan shall be limited to a total dollar amount of eligible activities, or as agreed upon in the attached Purchase Agreement between the Developer and Schupan (attached as Exhibit B), estimated to be \$1,272,239.00 or a maximum of 13 years (limited to the remaining amount of years for Developer reimbursements in the Midlink

Brownfield Plan) of TIR whichever comes first (the “Third Amendment Reimbursement”). Schupan shall be entitled to reimbursement only from TIR attributed to the Third Amendment Property.

- 4.3 The order of payments of the Third Amendment Reimbursement shall be as follows: The actual and documentable administrative expenses and costs of Eligible Activities performed by the Authority pertaining to the Third Amendment Property, as permitted by Act 381 and described in section 6.5 of the Development Agreement shall be paid first from eligible TIR streams. Second, Schupan shall be reimbursed for the actual cost of Eligible Activities performed by Schupan at the Third Amendment Property as provided by the Development Agreement and this Third Amendment. Third, with respect to TIR from the Third Amendment Property, the Developer shall be entitled to reimbursement for any Eligible Activities it has incurred, as provided by the Development Agreement subject to the general limitations on reimbursement to the Developer contained in the Development Agreement. **This section 4.3 of the Third Amendment specifically changes the provisions related to priority of reimbursement contained in the Development Agreement, and Developer acknowledges that the reimbursement payments made to Schupan, under this Third Amendment will reduce the amount of reimbursement to which it is eligible under the terms of the Plan and the Development Agreement.**
  - 4.4 The Authority may collect TIR for deposit into the local site remediation revolving fund after Schupan and the Developer have reached the limits of reimbursement provided for in this Third Amendment and the Development Agreement, for a period of five years, as provided by Act 381.
  - 4.5 Sections 2.5, 2.6 and 2.7 of the Development Agreement are restated and adopted as part of this Section 4 of the Third Amendment.
  - 4.6 Schupan agrees to provide to the Authority the documentation required by the Development Agreement for reimbursement. Obligations pertaining to submission or retention of documentation of the costs of Eligible Activities shall be the obligation Schupan.
5. Limitations of Reimbursement. The provisions for Limitation of Reimbursement contained in Sections 3 of the Development Agreement are restated and adopted herein, provided the following:
- 5.1 Wherever in Section 3 of the Development Agreement a reference is made to the Developer’s obligations, Schupan acknowledges and agrees that those obligations shall pertain to Schupan to the extent that they perform work, have work performed on their behalf, or seek reimbursement for Eligible Activities.

5.2 **Table B** is attached to this Third Amendment and incorporated herein and sets forth the estimated available tax capture stream as it pertains to the Third Amendment Property.

6. Provision of Development Agreement in Full Force and Effect. Sections 4 through 15 of the Development Agreement shall remain in full force and effect, provided the following: Schupan acknowledges and agrees that wherever a reference is made to Developer's obligations or conduct in sections 4 through 15 of the Development Agreement, those obligations or conduct shall be required of Schupan with respect to the Third Amendment Property and the Schupan and Sons Incorporated Project. Further, notices required under section 10 of the Development Agreement shall also be sent to Schupan at the following address:

Green Aluminum, LLC  
3400 Covington Road  
Kalamazoo, Michigan 49001  
Attn: Gary Curtis

7. Project Signage. Schupan agrees to install a sign in a visible location at the property within 15 days of execution of this agreement indicating that financial support has been provided for the project by the Authority. This sign shall remain in place until, at minimum, completion of construction of the Schupan Project.

Executed as of the date first above written.

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**[SIGNATURE PAGES ATTACHED]**



**SIGNATURE PAGE FOR THE AUTHORITY**

**KALAMAZOO COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY,**  
a Michigan body corporate established pursuant to  
Act 381 of the Public Acts of 1996, as amended

By: \_\_\_\_\_  
Kenneth W. Peregon  
Chair

DRAFT

**SIGNATURE PAGE FOR THE DEVELOPER**

**5200 EAST CORK INVESTORS, LLC**  
a Delaware limited liability company

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**SIGNATURE PAGE FOR SCHUPAN**

Green Aluminum, LLC a Michigan limited liability  
company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DRAFT

Exhibit A

"Description of Third Amendment Property"

DRAFT

Table 1B

"Estimated Tax Capture Stream"

DRAFT