Lansing Economic Development Corporation

Board of Directors Meeting

Friday, August 02, 2024 – 3:00 PM

Lansing Shuffleboard & Social Club – 325 Riverfront Dr, Lansing, MI 48912

AGENDA

1) Call to Order/Rollcall
2) Welcome to Lansing Shuffle
3) Approval of LEDC Board Meeting Minutes – Friday, July 12, 2024
4) Strategic Site Readiness Program: Grant and Pledge Agreement (ACTION)
5) Strategic Site Readiness Program: Deposit Account Control Agrmt. (ACTION)
6) Financial Update
7) Corridor Updates
8) LEED Initiative Update
9) Project Updates
10) Operations Update
11) Open Forum for LEDC Board Members
12) Other Business
13) Public Comment
14) Adjournment

To improve the Lansing community by fostering economic growth that is strategic, sustainable and equitable.

Lansing Economic Development Corporation

Board of Directors Meeting
Friday, July 12, 2024 – 8:30 AM
Grewal Hall, 224 South Washington Sq. Lansing, MI 48933

MINUTES

Members Present:	Chair - Shelley Davis Boyd, Vice-Chair - Calvin Jones, Secretary - Dr. Alane Laws-Barker, Chaz Carrillo, Sandra Lupien, Rawley Van Fossen
Members Absent:	Treasurer - Catherine Rathbun, Jordan Sutton, Michael McKissic
Staff Present:	Karl Dorshimer, Kris Klein, Brandy Standler, Aurelius Christian, Alex Watkins, and Chelsea Dowler
Guests:	

1) Call to Order/Roll Call

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to order at 9:13 AM.

2) Approval of LEDC Board Meeting Minutes – Friday, June 07, 2024 (ACTION)

MOTION: Member Lupien moved to approve the LEDC meeting minutes from the Friday, June 7, 2024, Board of Directors meeting, as presented. Motion seconded by member Laws-Barker.

YEAS: Unanimous, motion carried.

3) Financial Update

Standler updated the board that revenue continues to exceed projections. Assets have increased from last fiscal year. Irie Smoke Shack will likely be paying off the loan within the next few months. Audit will be scheduled for late Fall.

The Lansing EDC's Mission is to improve the Lansing community by fostering economic growth that is strategic, sustainable and equitable.

4) EGLE Environmental Justice Impact Grant Application (ACTION)

Dowler presented an application for an EGLE grant for 2215 E. Michigan Avenue to be renovated for childcare use. Asbestos and lead remediation and air quality.

MOTION: Member Van Fossen moved to approve the EGLE Environmental Justice Impact Grant Application, as presented. Motion seconded by member Lupien.

YEAS: Unanimous, motion carried.

5) LEED Initiative: Developer Diversification Technical Assistance Provider

Christian discussed the objectives concerning Developer Diversification Training. Grow America will be a partner in this initiative. Cost would be $80,000. Up to 25 in the Cohort.

6) Corridor Updates

Washington addressed the board with updates regarding the activity with the CIA boards. She also mentioned the placemaking project that is taking place with conjunction with the Arts Council.

7) Projects Update

Klein updated the board regarding the New Vision project. An overview may be presented at the August meeting. Moving forward with the Site Readiness Grant (SSRP) Verlinden Racer Trust site. Grant agreement may be ready at the August board meeting.

8) Operations Update

EDC website RFP has been made public. Closes August 9th. EDFS position closed last month. Hopefully will have an update next meeting.

9) Open Forum for LEDC Board Members

Jones mentioned that dollars are coming to Lansing and that leadership in the legislature is making great efforts and thanks them for their efforts.

10) Other Business

None.

11) Public Comment

None.

12) Adjournment

Chair Davis Boyd called the Lansing Economic Development Corporation meeting to adjournment at 9:48 AM.

Karl Dorshimer, President, and CEO
Lansing Economic Development Corporation (LEDC)

CASE – 404045

STRATEGIC SITE READINESS PROGRAM GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement"), effective as of ______, 2024 (the "Effective Date"), is between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and Lansing Economic Development Corporation, a Michigan nonprofit corporation (the "Grantee"), whose address and principal office is 401 S. Washington Square, Suite 100, Lansing, Michigan 48933. As used in this Agreement, the MSF and the Grantee are, individually, a "Party" and, collectively, the "Parties".

RECITALS

A. The Michigan Strategic Fund Act (MCL 125.2001 et seq.), as amended, includes Section 88t (MCL 125.2088t), to enable the MSF to provide grants, loans, and other economic assistance for eligible applicants to conduct Eligible Activities for the purpose of creating investment-ready sites to attract and promote investment in this State for Eligible Activities on, or related to, strategic sites and mega-strategic sites.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF.

C. On January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the "SSRP") and associated guidelines, to govern the SSRP, which may be amended from time to time.

D. The SSRP is funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 ("SOAR").

E. Under Section 408(3) of PA 194 of 2022, effective October 4, 2022, the State appropriated the aggregate amount of $100 million to the SSRP to permit grants to Eligible Applicants to fund Eligible Activities on or related to strategic sites for which an end-user has not been identified.

F. On or about June 28, 2023, SOAR funds were approved to be transferred to the SSRP to fund the Grant.

G. The Grantee submitted to the MEDC an Application for incentive assistance under the SSRP to support Project Site preparation activities including the removal of underground utilities, demolition of existing structures, site due diligence, and environmental remediation (collectively, the "Project").

H. On January 30, 2024, the MSF approved a SSRP grant award to the Grantee in the amount of up to Eighteen Million Nine Hundred Seventy-Five Thousand and 00/100 Dollars ($18,975,000.00) to be disbursed pursuant to the terms of this Agreement (the "Grant").

I. The Grantee desires to use the Grant to directly fund Eligible Activities in furtherance of the Project.

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 **Defined Terms.** Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A.

Section 1.2 **Construction of Certain Terms**. Unless the context of this Agreement otherwise requires: (i) words of any gender include all genders; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 **Grant Commitment**. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee in this Agreement, the MSF agrees to make, and the Grantee agrees to accept, the Grant.

Section 2.2 **Vendor Registration**. Grant payments under this Agreement will be processed by electronic funds transfer ("EFT") to the Grantee. The Grantee shall register the Deposit Account to receive Grant payments by EFT at the State Integrated Governmental Management Applications ("SIGMA") Vendor Self Service ("VSS") website (www.michigan.gov/VSSLogin).

Section 2.3 **Grant Manager**. The MSF Fund Manager shall designate a Grant Manager to administer this Agreement and monitor the performance of the Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The MSF Fund Manager shall give the Grantee notice of the designated Grant Manager and any change to the Grant Manager. The initial Grant Manager is Nicole Whitehead, Director Real Estate and Outreach and the point of contact is Paul O'Connell, Vice President of Real Estate, who also has authority as Grant Manager.

Section 2.4 **Grant Disbursements**. Subject to the terms and conditions of this Agreement, including the absence of a Default or Event of Default, after this Agreement is fully signed by the Parties and the Grantee has completed the SIGMA vendor registration required herein, the Grant shall be disbursed to the Grantee as follows upon the Grant Manager's receipt and approval of a Disbursement Request, in the form attached as Exhibit B:

(a) For the initial Disbursement Request, Grantee shall provide the Grant Manager with each of the following, to the satisfaction of the Grant Manager, following execution of this Agreement:

(i) The Disbursement Request in the form and substance set forth in Exhibit B, signed by Grantee;

(ii) Copies of all currently executed contracts or other written agreements for the Project, including any updates, modifications, amendments, restatements thereto; and

(iii) A narrative describing in detail the Eligible Activities to be completed with the initial Grant Disbursement.

(b) For subsequent Disbursement Requests, which may be submitted no more frequently than quarterly, Grantee shall provide the Grant Manager with each of the following to the satisfaction of the Grant Manager:

(i) The Disbursement Request in the form and substance set forth in Exhibit B, signed by Grantee;

(ii) Copies of any currently executed contracts and other written agreements for the Project not previously provided, including any updates, modifications, amendments, restatements thereto not previously provided;

(iii) A spreadsheet and accompanying Supporting Documentation demonstrating that at least seventy percent (70%) of the Grant funds disbursed by the MSF to the Grantee under the immediately preceding Disbursement Request have been expended or obligated for Eligible Activities for the Project by the Grantee and in accordance with the Budget; and

(iv) A narrative describing in detail the Eligible Activities to be completed with the requested Grant Disbursement.

(c) Grant Manager Review. The Grant Manager determines Grantee's compliance with the Agreement. The Grant Manager shall, within thirty (30) business days of receipt of a Disbursement Request or Final Report, with accompanying Supporting Documentation, do one or more of the following:

(i) to the extent it is related to determining compliance with this Agreement, review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the reasonable discretion of the Grant Manager. The Grantee shall comply with the written request within thirty (30) calendar days, to the reasonable satisfaction of the Grant Manager, or the Grant Manager shall reject the Disbursement Request in the manner provided in Section 2.4(c)(ii); or

(ii) reject the Disbursement Request or Final Report, which may be based on any one or more of the following: (A) the failure of the Grantee to demonstrate compliance with the requirements of its Disbursement Request or Final Report, (B) there is an outstanding Event of Default, or (C) the Grantee is otherwise not in compliance with this Agreement; or

(iii) approve the Disbursement Request or Final Report provided there is no outstanding Event of Default, and the Grantee is otherwise in compliance with this Agreement to the reasonable satisfaction of the Grant Manager.

If after receipt of a Disbursement Request or Final Report, the Grant Manager requests to review records, requests additional information, or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 2.4(c)(ii) or Section 2.4(c)(iii) within an additional thirty (30) business days of the last to occur of: (A) the date the Grantee provides the requested records and requested additional information, and (B) the date the Grant Manager completes the site visit.

Section 2.5 **Project Budget**. All Grant funds must be spent for Eligible Activities in accordance with the budget attached as Exhibit C to this Agreement (the "Budget"). The Grantee may reallocate expenditures between categories within the Budget of up to ten percent (10%) of the total Grant without the prior written approval of the Grant Manager. Grantee shall provide prior written notice of such reallocation to the Grant Manager. All other changes to the Budget require the prior written approval of the Grant Manager.

Section 2.6. **Grantee Duties**. In addition to all other obligations under this Agreement, the Grantee agrees that, to the reasonable satisfaction of the Grant Manager:

(a) Grant funds are to be used, as near as possible, in accordance with the Budget as reallocated or changed in accordance with Section 2.5;

(b) The Project Site shall be included in a state-wide site inventory which classifies and rates each site based on level of readiness and will be used for, among other things, site selection requests received by the State, with, or without, Grantee's approval;

(c) Any use of Grant funds for the acquisition of real property or interests in real property may include terms and conditions in the reasonable discretion of the Grant Manager for the granting of security or other rights in favor of the MSF to secure the MSF's interests in respect of the Grant funds used for the acquisition, such as a mortgage, grant of rights, reverter rights, restrictions and covenants on resale or transfer, right of first offer, reconveyance to an end-user of the Project Site or other MSF designated entity, reverter rights, equipment, intangibles, inventory or other such real or personal property interests. The aforementioned interests of the MSF are collectively referred to as the "MSF Site Interests". In furtherance of such use of funds, Grantee shall provide the following to the Grant Manager:

(i) At least ninety (90) calendar days prior written notice of the desire to use Grant funds on any land then-owned by the Grantee and/or to close on any acquisition of real property;

(ii) At least thirty (30) calendar days prior written notice of the desire to use Grant funds for interests in real property other than to close on acquisition of real property (e.g., to secure an option to purchase); and

(iii) Detailed information describing the real property, its legal description, and all available title insurance commitments.

Provided further, Grantee shall cooperate with the MEDC, the Grant Manager and/or the MSF Fund Manager to facilitate the preparation and signing of all documents in furtherance of the MSF's Site Interests;

(d) Any use of Grant funds for improvements to real property may include terms and conditions in the reasonable discretion of the Grant Manager for the granting of security or other rights in favor of the MSF to secure the MSF's interests in respect of the Grant funds used for the improvements including, but not limited to, the grant of MSF Site Interests or the repayment of all or a portion of the Grant Funds used for the improvements upon the sale of the real property or any improvements thereto.

(e) Grantee shall provide each of the following to the Grant Manager:

(i) the Progress Reports as required by the State Required Terms set forth in Exhibit D;

(ii) beginning October 10, 2024, and on an annual basis due each subsequent October 10 through the end of the Term, the Annual Compliance Certificate in substantially the form of Exhibit E. Grantee shall also provide an Annual Compliance Certificate in substantially the form of Exhibit E upon request of the Grant Manager at any time during the Term.

(iii) the Final Report no later than [________, 2029], in the form and substance set forth on Exhibit F;

(iv) all reports, studies, investigations, and any other site information obtained in respect of the Project, whether funded by the Grant or not, so as to allow such information to be added to the State site inventory database; and

(v) such other and additional information arising out of or related to this Agreement, such as the use of the Grant funds and the status of Eligible Activities, as may be reasonably requested by the Grant Manager from time to time.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MSF from the Effective Date through the Term:

Section 3.1 Organization. The Grantee is duly organized, validly existing and otherwise in good standing in the State and has the power and authority to enter into and perform its obligations under this Agreement.

Section 3.2 Grantee Authority. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Grantee's organizational and governing documents; or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. No consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. To the best of the Grantee's knowledge, neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Grantee's knowledge, are reasonably likely to materially adversely affect the business or properties of the Grantee to the extent materially relevant to this Agreement or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 **<u>Compliance with Laws or Contracts</u>**. To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the conduct of business to support its obligations under this Agreement, which violation or failure to obtain are reasonably likely to materially impair the Grantee's ability to perform its obligations under this Agreement.

Section 3.6 **<u>Prohibited Use of Grant Disbursements</u>**.

(a) The Grantee shall not use any Grant Disbursement for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

(b) The Grantee shall not use any Grant Disbursement to commit to, or pay, any indemnification claim by any party, whether such claims are permitted or otherwise required to be paid as a part of any otherwise Eligible Activity, or under any contract or other agreement to which the Grantee is party or may otherwise be liable thereunder.

Notwithstanding anything to the contrary, this Section 3.6 shall survive indefinitely.

Section 3.7 **<u>Criminal or Civil Matters</u>.** The Grantee affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of twenty percent (20%) or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.8 **<u>Conflict of Interest</u>**. The Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, the Grantee's Key Personnel or its Key Personnel's family, Grantee's business, or any financial interest and the performance by the Grantee under this Agreement. The Grantee further affirms that neither the Grantee, nor its owners, officers, directors, managers, members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons.

Section 3.9 **<u>State Required Terms</u>**. The Grantee shall comply with its representations, warranties, and obligations as required and set forth in <u>Exhibit D</u>.

Section 3.10 Taxes. To the extent applicable, the Grantee is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State of Michigan, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Grantee shall, through the Term, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).

Section 3.11 Change of Legal Status. The Grantee shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.12 Security Interests. The Act, specifically, Section 88t(4)(d), provides that a written agreement under SSRP must include: A provision that this state shall have a security interest as defined in Section 1201(2)(ii) of the Uniform Commercial Code, 1962 PA 174, MCL 440.1201, to the extent of the grant, loan, or other economic assistance provided under this program. This provision does not apply if it conflicts with any contractual obligation of the eligible applicant or any federal or state bankruptcy or insolvency laws.

As security for the obligations arising under this Agreement and for the performance and observance by the Grantee of the Agreement, Grantee shall, on or prior to the Effective Date hereof, establish and maintain with PNC Bank, National Association a deposit account (the "Deposit Account") in Grantee's name, for the benefit of the MSF, which account shall be subject to the Pledge Agreement and the DACA (collectively, the "Collateral Documents"). The Deposit Account may not contain monies or securities unrelated to the Grant funds. The Deposit Account, Collateral Documents, and security granted and held as a result thereof shall remain in effect through the Term of the Agreement, unless earlier terminated as permitted by the respective agreements. For the sake of clarity, all Grant funds received must remain in the Deposit Account until expended.

Section 3.13 Transaction Documents. Grantee shall comply with all of its representations and warranties, covenants, duties, obligations and agreements under all written agreements and ancillary documents arising out of the Project including, but not limited to, any written agreements with third parties, as all may be amended from time to time (collectively, the "Transaction Documents").

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Grantee:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee or as otherwise provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

ARTICLE V

DEFAULT AND REMEDY PROVISIONS

Section 5.1 **Events of Default**. The occurrence of one or more of the following events or conditions is an "Event of Default," unless a written waiver is provided by the MSF:

(a) any representation made by the Grantee in support of this Agreement is incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, a Disbursement Request, a Progress Report, an Annual Compliance Certificate, the Final Report, or the representations and covenants set forth in Article III;

(b) any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, any of the terms, covenants and conditions under Article II and Article III, and failure to submit any required reports hereunder when due; provided if curable, the Grantee shall have the opportunity to cure this Event of Default to the reasonable satisfaction of the MSF Fund Manager within the Cure Period;

(c) the Grantee is in default, violation, breach, or non-compliance, or has not fully repaid any funds, of any kind or nature under any other agreement with, or requirement of the MEDC, the MSF, or any department or agency within the State; provided if curable, the Grantee shall have the opportunity to cure this Event of Default to the reasonable satisfaction of the MSF Fund Manager within the Cure Period;

(d) the counterparty to any of the Transaction Documents has provided written notice to Grantee that Grantee is in default, violation, breach, or non-compliance under any of the Transaction Documents and Grantee is, in fact, in uncured default, violation, breach, or non-compliance under the Transaction Document after the expiration of any cure period provided by such agreement; provided if curable, the Grantee shall have the opportunity to cure this Event of Default to the reasonable satisfaction of the Grant Manager within the later of the Cure Period and any cure period provided by such agreement; and provided further that this provision (d) will not apply to Grantee's payment default, violation, breach, or non-compliance under a Transaction Document to the extent caused by insufficient disbursed Grant funds;

(e) any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within sixty (60) calendar days from the date of institution thereof, other than proceedings resulting from a bankruptcy or insolvency resulting from insufficient disbursed Grant funds being available to fund Grantee's obligations under a Transaction Document; and

(f) any voluntary Abandonment of the Project by Grantee; provided that Grantee shall have the opportunity to cure this Event of Default by resuming the Grantee's Eligible Activities within the Cure Period.

Section 5.2 Remedies and Repayment. Upon the occurrence, and during the continuance, of an Event of Default under this Agreement, the MSF is entitled to exercise any and all remedies available to it, in law or in equity, including without limitation:

(a) The MSF may immediately and without prior notice suspend making any Grant Disbursements.

(b) The MSF may pursue any and all of its rights under the Collateral Documents.

(c) The MSF may, after expiration of any applicable Cure Period without a cure, terminate this Agreement.

(d) The MSF may, after expiration of any applicable Cure Period without a cure, require the Grantee to pay the MSF the amount equal to the unexpended and uncommitted (after terminating any commitments that Grantee may rightfully terminate without penalty or liability) Grant funds then disbursed to Grantee. The Grantee is not required to repay expended Grant funds. The Grantee is not required to repay committed Grant funds to the extent that the Grantee may not rightfully terminate the commitment without penalty or liability, and will apply the committed Grant funds solely to the extent necessary to satisfy such non-terminable commitments. The Grantee may also retain a prorated amount of the Contract Management Fee, determined based on the number of days from Effective Date through the demand for repayment compared to the number of days from the Effective Date through June 30, 2028. Provided, however, that in the event of a breach of Section 3.6, Grantee shall, after expiration of any applicable Cure Period without a cure, be required to pay the MSF an amount equal to the Grant funds then disbursed to Grantee.

(e) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in successfully collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

(f) All payments by the Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest; then (iii) to satisfy any and all other outstanding amounts owed to the MSF.

(g) Notwithstanding anything to the contrary, the MSF Fund Manager reserves the right to require the Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any breach of Section 3.6 and any interest, costs and expenses as provided by this Agreement, in no event shall the Grantee be required to repay the MSF any amount in excess of the unexpended and uncommitted (after terminating any commitments that Grantee may rightfully terminate without penalty or liability) Grant Disbursements received by the Grantee minus a prorated amount of the Contract Management Fee determined as provide above.

Section 5.3 Recovery of Grant Funds by Grantee, Remaining Grant Funds.

(a) In the event Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any Grant funds from or on behalf of any vendor (and is legally entitled to retain such repayment free of any vendor claims) the amount received by Grantee, less any reasonable costs of collection incurred by the Grantee, shall be repaid to the MSF within thirty (30) calendar days of receipt by the Grantee. This Section shall survive the end of Term. For the sake of clarity, Grant funds returned to Grantee by a vendor that are reallocated to another vendor or Budgeted item for Eligible Activities are not required to be repaid to the MSF.

(b) In the event that Grantee has possession or control of any remaining Grant funds (other than any portion of the Contract Management Fee) upon the earlier of: (i) Grantee's submission of the Final Report or (ii) the end of the Term, Grantee shall immediately pay the MSF the balance of such funds; provided that if the Term ends before the Grant Manager's approval of the Final Report (i.e., due to expiration of the Term or agreement) the Grantee is not required to repay committed Grant funds to the extent that the Grantee may not rightfully terminate the commitment without penalty or liability, and will apply the committed Grant funds solely to the extent necessary to satisfy such non-terminable commitments.

Section 5.4 **Interest**. Funds owed to the MSF under this Agreement that have not already been paid must be paid within 90 days of notification by the MSF and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the ninety-first (91st) calendar day of nonpayment of any amounts owed to the MSF and continuing until all funds owed under this Agreement are paid in full to the MSF.

Section 5.5 **Other Suspension**. In the event the MSF becomes aware of a Default, the MSF may immediately and without prior notice suspend making any Grant Disbursements until such time the MSF is satisfied otherwise. The Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

ARTICLE VI

MISCELLANEOUS

Section 6.1 **Notice.** Any notice or other communication under this Agreement shall be in writing and shall be deemed properly given and received (a) as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid; or (b) on the same day as the transmission of an e-mail, or of a PDF or similar file attached file attached to an email, so long as such email is sent before 5:00 p.m. EST on such business day (and timely transmission thereof is evidenced by such email appearing in sender's "sent" e-mail box before such time), or (c) the business day after transmission of an e-mail, or of a PDF or similar file attached to an email, sent after 5:00 p.m. EST on such business day (with evidence of time of transmission thereof by such email appearing in sender's "sent" e-mail box after such time):

If to Grantee: Lansing Economic Development Corporation
401 S. Washington Square, Suite 100
Lansing, Michigan 48933
Attn. Brandy Standler
Email: brandy@lansingedc.com

If to the MSF: Michigan Strategic Fund
c/o Michigan Economic Development Corporation
300 North Washington Square

Lansing, Michigan 48913
Attention: Nicole Whitehead
Email: whiteheadn@michigan.org

With a copy to: Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: MEDC Legal
Email: medclegal@michigan.org

Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: MEDC Contracts and Grants
Email: ContractsandGrants@michigan.org

Section 6.2 **Entire Agreement**. This Agreement, together with the Exhibits, and any Collateral Documents, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. The Parties may execute this Agreement by electronic signatures, and agree that such electronic signatures shall be valid and binding to the same extent as original signatures.

Section 6.4 **Severability**. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this Section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 6.5 **Captions**. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 **Governing Law**. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.7 **Relationship between Parties**. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

Section 6.8. **<u>Successors and Assigns</u>**. The MSF may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MSF. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.9 **<u>Waiver</u>**. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 **<u>Termination of Agreement</u>**. Except as to this Article VI and the terms of <u>Exhibit A</u> which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims arising out of an Event of Default which event occurred during the Term, and available remedies thereon, shall be brought within three (3) years after the end of the Term, and the provisions of Section 3.12 and Article V shall survive until all amounts due the MSF are paid in full provided that, for avoidance of doubt, any claims to such amounts must also be brought within three (3) years after the end of the Term.

Section 6.11 **<u>Amendment</u>**. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager. As required under Section 88t(8) of the MSF Act, MCL 125.2088t(8) ("Section 88t"), the MSF will provide written notice to the Legislature of any requests to modify the fully executed written Grant Agreement and will otherwise comply with requirements of Section 88t(8) prior to taking any action on such amendment request.

Section 6.12 **<u>Force Majeure</u>**. If Grantee shall be prevented from performing its obligations under this Agreement by any act of God, strike, pandemic or regional health emergency (including COVID-19 or similar iteration), war, lack of qualified vendors or supply, or other reason of a like nature not attributable to the act of omission of the Grantee, then upon written request of the Grantee, the MSF will extend the date for the Grantee to perform its obligations under this Agreement for a period equal to the period of delay.

[*Signatures on following page.*]

The Parties have executed this Agreement effective on the Effective Date. The signatories below warrant that they are empowered to enter into this Agreement.

LANSING ECONOMIC DEVELOPMENT CORPORATION

____

By: Shelley Davis Boyd
Its: Board Chair

MICHIGAN STRATEGIC FUND

____

By: Matthew Casby
Its: Fund Manager

EXHIBIT A

DEFINED TERMS

(a) "**Abandonment**" means after any of the Grant has been disbursed by the MSF to the Grantee, the Grantee's Eligible Activities arising out of land acquisition or infrastructure improvements for the Project have, without prior written notice to the Grant Manager, ceased for a period of one hundred twenty (120) consecutive days and Grantee does not have a bona fide intent to resume or cause the resumption of Eligible Activities.

(b) "**Act**" means the Michigan Strategic Fund Act, MCL 125.2001 et seq., including, in particular, MCL 125.2088t which authorized the creation of the SSRP.

(c) "**Agreement**" means this Agreement, including the Exhibits to this Agreement.

(d) "**Annual Compliance Certificate**" means the written compliance certification to be submitted by the Grantee on an annual basis in substantially the same form as Exhibit E.

(e) "**Application**" means the Application for incentive assistance, dated October 24, 2023, submitted by the Grantee to the MEDC.

(f) "**Auditor General**" means the auditor general of the State.

(g) **"Budget**" has the meaning set forth in Section 2.5.

(h) "**Collateral Documents**" has the meaning set forth in Section 3.12, and to the extent applicable, shall also include any MSF Site Interests.

(i) "**Confidential Information**" has the meaning set forth in Section D.2 of Exhibit D.

(j) "**Contract Management Fee**" means an amount of up to three percent (3.0%) of the Grant. The Contract Management Fee may only be used by the Grantee for the purpose of administering this Agreement.

(k) "**Cure Period**" means within thirty (30) calendar days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the reasonable discretion of the MSF Fund Manager.

(l) **"DACA"** means the Deposit Account Control Agreement with respect to the Deposit Account, to be executed by MSF, Grantee, and PNC Bank, National Association as part of the closing of this Agreement.

(m) "**Default**" means an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

(n) "**Deposit Account**" has the meaning set forth in Section 3.12, and is the account referenced in the Pledge Agreement and DACA.

(o) "**Disbursement Request**" means a written request from Grantee for Grant funds in the form of Exhibit B, attached hereto.

(p) “**Effective Date**” has the meaning set forth in the preamble.

(q) “**Eligible Activities**” means one or more of the following activities undertaken by the Grantee in furtherance of the Project: (i) land acquisition and assembly; (ii) Project Site preparation and improvement; (iii) infrastructure improvements that directly benefit the Project Site, including, but not limited to, transportation infrastructure, water and wastewater infrastructure, and utilities necessary to service the Project Site; (iv) any demolition, construction, alteration, rehabilitation, or improvement of buildings on the Project Site; (v) environmental remediation; (vi) architectural, engineering, surveying, and similar professional fees; and (vii) the Contract Management Fee.

(r) “**Eligible Applicant**” has the meaning ascribed to it in Sections 88t(16)(b)(i), (ii), and (iii) of the Act.

(s) “**Eligible Expenses**” means the actual expenditure of funds directly by the Grantee on or after January 30, 2024, for Eligible Activities in furtherance of the Project.

(t) “**Event of Default**” means any one or more of those events described in Section 5.1.

(u) “**Exhibit**” means each of the documents or instruments attached to this Agreement.

(v) “**Final Report**” means the written certification of Grantee in the form and substance set forth in Exhibit F.

(w) “**Grant**” has the meaning set forth in Recital H.

(x) “**Grant Disbursement**” means Grant funds paid to the Grantee by the MSF under this Agreement.

(y) “**Grantee**” has the meaning set forth in the preamble.

(z) “**Grant Manager**” means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.

(aa) “**Indemnified Persons**” has the meaning set forth in Section D.6 of Exhibit D.

(bb) “**Key Personnel**” means the Grantee or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of 20% or more.

(cc) “**MEDC**” has the meaning set forth in Recital B.

(dd) “**MSF**” has the meaning set forth in the preamble.

(ee) “**MSF Fund Manager**” means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.

(ff) “**MSF Site Interests**” has the meaning set forth in Section 2.6(c).

(gg) “**Party**” or “**Parties**” has the meaning set forth in the preamble.

(hh) **"Pledge Agreement"** means the Pledge and Assignment of Project Account Agreement attached as Exhibit G and executed by MSF and Grantee as part of the closing of this Agreement.

(ii) "**Progress Report**" means the annual report submitted no later than October 10th of each year during the Term of the Grant that consists of the quantitative or numerical data required by the Act, as more particularly described in Section D.1 of Exhibit D, and otherwise in form and substance required from time to time by the SSRP.

(jj) **"Project"** has the meaning set forth in Recital G.

(kk) "**Project Site**" means the 57-acre Lansing RACER Trust Plant 6 site located at 401 North Verlinden Avenue in the City of Lansing, Michigan (parcel number 01-17-101-023 and parcel number 01-17-176-001).

(ll) **"SIGMA"** has the meaning set forth in Section 2.2.

(mm) "**SOAR**" has the meaning set forth in Recital D.

(nn) "**SSRP**" has the meaning set forth in Recital C.

(oo) "**State**" means the State of Michigan.

(pp) "**State Parties**" has the meaning set forth in Section D.3 of Exhibit D.

(qq) **"Supporting Documentation"** means invoices, receipts, copies of contracts or other written agreements for Eligible Activities, and any other relevant material documents arising out of the Eligible Activities.

(rr) "**Term of the Grant**" or "**Term**" means from the Effective Date and, unless earlier terminated as provided by this Agreement, through the earlier of: (i) [_______, 20295]; (ii) the Grant Manager's approval of the Final Report; or (iii) when the Parties agree in writing.

(ss) "**Transaction Documents**" has the meaning set forth in Section 3.13.

EXHIBIT B

DISBURSEMENT REQUEST

This Disbursement Request is submitted on ____________________ (the "Submission Date") pursuant to the Strategic Site Readiness Program ("SSRP") Grant Agreement dated _______, 2024 (the "SSRP Grant Agreement"), by and between the Michigan Strategic Fund ("MSF"), and Lansing Economic Development Corporation ("Grantee"), Case No. 404045. Capitalized terms in this Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the SSRP Grant Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of signing:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the SSRP Grant Agreement.

2. No Default or Event of Default exists.

3. The representations and warranties of Grantee contained in Article III of the SSRP Grant Agreement are true and correct.

4. Attached hereto are copies of all currently executed contracts and other written agreements not previously provided and any updates, modifications, amendments, restatements thereto.

5. Attached hereto is the Supporting Documentation required by Section 2.4 of the SSRP Grant Agreement in support of the Eligible Expenses set forth below.

6. Each of the Eligible Expenses listed below were incurred and paid on or before the Submission Date and have not previously been included in a prior Disbursement Request:

	Eligible Expense	Amount Spent or Committed
1		
2		
3		
4		
5		
6		
7		
	TOTAL AMOUNT SPENT OR OTHERWISE COMMITTED:	
	PREVIOUS DISBURSEMENT REQUEST AMOUNT:	

7. Grantee is requesting _____________ and 00/100 Dollars ($______________.00) in this Disbursement Request for the completion of the following Eligible Activities:

	Eligible Activity	Budget Amount
1		
2		
3		
4		
5		
6		
7		
	TOTAL AMOUNT REQUESTED:	

The undersigned has the authority to sign this Disbursement Request on behalf of Grantee and signs this Disbursement Request as of ______________________.

LANSING ECONOMIC DEVELOPMENT CORPORATION

____
By:
Its:

EXHIBIT C

BUDGET

Estimated project costs and timeline as of May 2024, subject to change

Activity/Task		Cost	Timeline		Disbursement		
Category/Itemized Activities	**Additional Description of Activity**	**SSRP Spending Plan Request**	**Estimated Activity Start**	**Estimated Activity Completion**	**Tranche #1 07/01/2024**	**Tranche #2 07/01/2025**	**Tranche #3 07/01/2026**
Due Diligence Activities							
Traffic Study		$ 25,000	07/01/24	12/31/24	$ 25,000		
Subtotal Due Diligence		**$ 25,000**			**$ 25,000**	**$ -**	**$ -**
Site Preparation and Improvement							
Grading, Land Balancing, Onsite Cut & Fill		$ 1,500,000	10/01/25	12/31/26		$ 1,500,000	
Subtotal Site Prep and Improvements		**$ 1,500,000**			**$ -**	**$ 1,500,000**	**$ -**
Utility Improvements							
Electric System		$ 210,000	01/01/26	06/30/26		$ 210,000	
Domestic and Fire Water Service		$ 2,928,000	10/01/25	09/30/26		$ 2,928,000	
Natural Gas Service		$ 150,000	01/01/26	06/30/26		$ 150,000	
Sanitary Sewer Service		$ 915,000	10/01/25	09/30/26		$ 915,000	
Storm Sewer		$ 2,560,000	01/01/26	09/30/26		$ 2,560,000	
Subtotal Utility Improvements		**$ 6,763,000**			**$ -**	**$ 6,763,000**	**$ -**
Off SiteTransportation Improvements							
General Costs Transportation	On-site improvements	$ 974,810	04/01/26	06/30/26		$ 974,810	
Subtotal Transportation		**$ 974,810**			**$ -**	**$ 974,810**	**$ -**
Demolition							
General Costs Demolition	Removal of foundations and slabs	$ 3,991,440	04/01/25	03/31/26	$ 3,991,440		
Subtotal Demolition		**$ 3,991,440**			**$ 3,991,440**	**$ -**	**$ -**
Environmental Remediation							
Due Care Vapor Mitigation System		$ 2,750,000	07/01/26	06/30/27			$ 2,750,000
Due Care Pond Liners		$ 650,750	04/01/26	09/30/26		$ 650,750	
Misc. Environmental Soil Management - Transportation and Disposal (Non-Hazardous)		$ 680,000	04/01/25	06/30/26	$ 680,000		
Subtotal Environmental Remediation		**$ 4,080,750**			**$ 680,000**	**$ 650,750**	**$ 2,750,000**
Soft Costs: Architectural, Engineering, Surveying, and Other Predevelopment Work							
General Soft Costs	Structural, Civil, Architectural, Environmental Design	$ 925,000	07/01/24	06/30/25	$ 925,000		
Topo/ALTA Survey		$ 105,000	07/01/24	06/30/25	$ 105,000		
Subtotal Soft Costs		**$ 1,030,000**			**$ 1,030,000**	**$ -**	**$ -**
Spending plan and proposal for capital investment							
Planning Costs General	Community Meetings, Planning Review Fees	$ 50,000	07/01/24	06/30/25	$ 50,000		
Subtotal Planning		**$ 50,000**			**$ 50,000**	**$ -**	**$ -**
Lansing EDC Administrative							
Administrative Costs (Lansing EDC)		**$ 560,000**	04/01/24	06/30/27	**$ 560,000**		
TOTAL		**$ 18,975,000**	**04/01/24**	**06/30/27**	**$ 6,336,440**	**$ 9,888,560**	**$ 2,750,000**

EXHIBIT D

STATE REQUIRED TERMS

Section D.1 **Progress Reports**. Beginning October 10, 2024, and continuing no later than October 10th of each calendar year during the Term, the Grantee shall submit to the Grant Manager an annual Progress Report relative to the Eligible Activities. The Progress Report shall be an all-encompassing report of the preceding twelve (12) months ending September 30, and submission of all data required for the MSF to comply with its annual reporting requirements to the Michigan legislature under the Act (see MCL 125.2009); including reporting for the previous twelve (12) months ending September 30:

(a) the amount of financial support other than State resources;

(b) a narrative of Eligible Activities completed during the reporting period.

Section D.2 **Confidentiality**. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets, or liabilities of the Grantee relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements. Under MCL 125.2005(10), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee information as confidential. If the MSF acknowledges Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the SSRP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section D.3 **Access to Records and Inspection Rights**. During the Term, there will be frequent contact between the Grant Manager, or other MEDC, MSF or State representatives, and the Grantee. Until the end of the Term of the Grant, to enable the Auditor General, the Department of Technology, Management and Budget, the Chief Compliance Officer, the MSF, the MEDC, or any employee or agent thereof (collectively, the "State Parties") to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the State Parties to visit the office of Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive the end of the Term by three (3) years. In connection with any such audit, the Grantee shall cooperate with the Chief Compliance Officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Grantee shall permit the State Parties to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Grantee reasonably determines is Confidential Information shall be reviewed by the State Parties at the offices of the Grantee and the State Parties shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld. The Grantee may redact private or proprietary information contained in any records removed, copied, photographed, or recorded by the State Parties. The MEDC and MSF agree to provide the Grantee thirty (30) days written notice in the event either the MEDC or the MSF wishes to access records of the Grantee related to this Agreement.

Section D.4 __**Termination of Funding**__. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Section D.5 __**Non-Discrimination and Unfair Labor Practices**__. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq*., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq*., and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq*., the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section D.6 __**Indemnification and Hold Harmless**__. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents, and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents, or contractors. This Section shall survive indefinitely.

Section D.7 Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States. This Section shall survive indefinitely.

EXHIBIT E

ANNUAL COMPLIANCE CERTIFICATION

OCTOBER 10, 20__[1]

This Annual Compliance Certificate (the "Certificate") is being delivered pursuant to the Strategic Site Readiness Program Grant Agreement, by and between the Michigan Strategic Fund (the "MSF), Case No. 404045, and the Lansing Economic Development Corporation (the "Grantee"), as may be amended, restated, modified, substituted, extended and renewed from time to time) (the "Grant Agreement"). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Grant Agreement. The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of this Certificate:

1. The Grantee has complied and is in compliance, in all material respects, with all the terms, covenants and conditions of the Grant Agreement, except for such noncompliance, if any, described on Schedule I attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*

2. No Event of Default or an event or circumstance, which, with the giving of notice or passage of time or both, would reasonably constitute an Event of Default, exists under the Grant Agreement, except for such Default or Event of Default, if any, described on Schedule II attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*

3. The representations and warranties of the Grantee set forth in Article III of the Grant Agreement are true, with the same effect as though such representations and warranties were made on the date hereof, except for breaches of such representations and warranties, if any, described on Schedule III attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*

4. Attached as a Status Update is a narrative on the overall status of the Project and an update on what Eligible Activities have taken place since the last Certificate was provided.

The undersigned has the authority to sign this Certificate on behalf of the Grantee and signs this Certificate as of ______________________, 20___.

LANSING ECONOMIC DEVELOPMENT CORPORATION

____
By:
Its:

[1] To be delivered on each October 10 during the Term or upon request of the Grant Manager.

EXHIBIT F

FINAL REPORT

This Final Report is being delivered pursuant to the Strategic Site Readiness Program (“SSRP”) Grant Agreement dated ________________ (the “SSRP Grant Agreement”), by and between the Michigan Strategic Fund (“MSF”), and the Lansing Economic Development Corporation, Case No. 404045. Capitalized terms in this Final Report and not otherwise defined in this Final Report shall have the meanings ascribed to them in the SSRP Grant Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents, and warrants that as of the date of signing this Final Report:

1. Grantee has complied and is in compliance with, in all material respects, all the terms, covenants, and conditions of the SSRP Grant Agreement.

2. No Default or Event of Default exists.

3. The representations and warranties of Grantee contained in Article III of the SSRP Grant Agreement are true and correct.

4. Attached is the spreadsheet, together with Supporting Documentation, describing and itemizing the final spending plan, including the actual expenditure of Grant Disbursements for all Eligible Activities completed during the Term, the category of each such expenditure, the description of Eligible Activities completed, and the identification of the vendors and other service providers of Eligible Activities.

5. The amount of Grant funds remaining (less any Contract Management Fee) is ____________.

6. **[If there is a remaining balance:** Included with this Final Report, Grantee hereby submits payment of the balance Grant funds to the MSF in the amount of _____________.]

The undersigned has the authority to sign this Final Report on behalf of Grantee and signs this Final Report as of ______________________.

LANSING ECONOMIC DEVELOPMENT CORPORATION

____
By:
Its:

EXHIBIT G

PLEDGE AND ASSIGNMENT OF PROJECT FUNDS ACCOUNT

PLEDGE AND ASSIGNMENT OF PROJECT FUNDS ACCOUNT

This Pledge and Assignment of Project Funds Account ("Pledge Agreement") is made effective as of ___________, 2024 (the "Effective Date"), between the Michigan Strategic Fund (the "MSF"), whose address is 300 North Washington Square, Lansing, Michigan 48913, and the Lansing Economic Development Corporation, a Michigan nonprofit corporation (the "Grantee"), whose address and principal office is 401 S. Washington Square, Suite 100, Lansing, Michigan 48933. As used in this Agreement, the MSF and the Grantee are, individually, a "Party" and, collectively, the "Parties". Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the SSRP Grant Agreement (as defined herein).

RECITALS

A. The Michigan Strategic Fund Act (MCL 125.2001 et seq.), as amended, includes Section 88s (MCL 125.2088s), to enable the MSF to create and operate the critical industry program to provide qualified investments to qualified businesses in the State of Michigan for deal-closing, gap financing, or other economic assistance to create or retain qualified jobs as a result of a technological shift in product or production or make capital investment, or both.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF.

C. On January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the "SSRP") and associated guidelines to govern the SSRP, as amended, and which may be amended from time to time.

D. The SSRP is to be funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 ("SOAR").

E. On January 30, 2024, the MSF approved a SSRP grant award to Grantee in the amount of up to Eighteen Million Nine Hundred Seventy-Five Thousand and 00/100 Dollars ($18,975,000.00) ("Grant") to be disbursed under the terms of a Strategic Site Readiness Grant Agreement dated on or about the Effective Date (the "SSRP Grant Agreement"), subject to the transfer of SOAR funds necessary to fund the Grant.

F. Under the terms and conditions of the SSRP Grant Agreement, the Grantee shall use the grant disbursements to be reimbursed for Eligible Expenses for Eligible Activities for the Project.

G. Grantee has established a certain deposit account at PNC Bank, National Association (the "Bank"). As required under the SSRP Grant Agreement, and as further described herein, the MSF has required that the Grantee pledge its interest in the Grantee's Bank account to the MSF, as security under the SSRP Grant Agreement.

H. Pursuant to the SSRP Grant Agreement, Grantee has agreed to execute such instruments as the MSF may reasonably request to confirm such pledge as described in the SSRP Grant Agreement.

Now therefore, in consideration of the Recitals, the SSRP Grant Agreement and the promises in this Pledge Agreement, the Parties agree:

1. **Account**. Grantee has established with the Bank a separate special, segregated, and irrevocable cash account in the form of an interest-bearing account which is and shall remain maintained at the Bank in the name of Grantee ("Account"). The account number of the Account is ________________. The Grantee, the MSF and the Bank have entered into a Deposit Account Control Agreement with respect to the Account (the "DACA") dated on or about the Effective Date, which among other things, and together with this Pledge Agreement, perfects the MSF's security interest in the Account. Grantee will own and retain any interest accrued in the Account.

2. **Account Registration**. Pursuant to the SSRP Grant Agreement, Grantee acknowledges that the Account is the only account of Grantee registered with the State of Michigan to receive Grant Disbursements under the terms and conditions of the SSRP Grant Agreement.

3. **Grant Disbursements**. Pursuant to the SSRP Grant Agreement, and except as otherwise agreed to in writing by MSF and the Grantee, all Grant Disbursements from MSF to the Grantee shall be deposited into the Account and used therefrom only as permitted under the SSRP Grant Agreement. For the avoidance of doubt, so long as such funds are used as permitted under the SSRP Grant Agreement, no consent or other action from MSF shall be necessary to use the funds in the Account, subject to Section 6 below.

4. **Pledge of Account**. As collateral security for the Grant to the Grantee under the SSRP Grant Agreement, the Grantee hereby pledges, assigns, hypothecates and transfers to the MSF a lien and security interest in and to the Account and all cash, investments, investment property, securities or other property at any time on deposit in or credited to the Account, including all income or gain earned thereon and any proceeds thereof (collectively, the "Account Collateral"). This Pledge Agreement shall terminate in accordance with the terms of the SSRP Grant Agreement or otherwise upon the termination of the SSRP Grant Agreement.

5. **Grantee Representations and Warranties**. Grantee represents and warrants to the MSF that (a) except as to the interest of the Bank in connection with the Bank's customary fees and charges and reversal of provisional credits or as otherwise provided in the DACA, no prior lien or encumbrance exists on the Account Collateral, and the Grantee will not grant or suffer to exist any such lien or encumbrance in the future, other than in favor of the MSF; (b) the Grantee is the legal owner of the Account Collateral and has the right to pledge and grant a security interest in the Account Collateral without the consent of any other party; and (c) this Pledge Agreement has been duly authorized, executed and delivered by the Grantee and is the legal, valid, binding and enforceable obligation of such party, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and subject to general equitable principles.

6. **Event of Default/Bank Termination.**

    a. Event of Default. In addition to any other rights given to MSF under this Pledge Agreement and applicable law, if any Default or Event of Default under the SSRP Grant Agreement occurs and continues, the MSF may issue an Exclusive Access Notice (as defined in the DACA) to effectuate a freeze of the Account, and declare any and all of the amounts then owed to the MSF as permitted under the SSRP Grant Agreement to be immediately due and payable without notice and the MSF shall have and may exercise, in addition to all other rights and remedies granted to it in the SSRP Grant Agreement and the Collateral Documents, including this Pledge Agreement, and in any other instrument or agreement securing, evidencing, or relating to the Account Collateral, all the rights and remedies on default, in forfeiture, and otherwise available to secured parties under the Uniform Commercial Code and other applicable law, and all funds then in the Account shall be held by the Grantee, as the case may be, in trust for MSF, and shall immediately be turned over to MSF, to the extent required by and subject to the SSRP Grant Agreement including without limitation the repayment and recovery provisions of Article V of the SSRP Grant Agreement.

b. Bank Termination of the DACA. Prior to termination of the SSRP Grant Agreement, in the event there is a Bank notice of termination, or other termination by the Bank, under the DACA, the MSF may issue an Exclusive Access Notice (as defined in the DACA) to effectuate a freeze of the Account, and provide written instructions to the Bank for further disposition of any funds in the Account, for the sole purpose of carrying out the terms of this Pledge Agreement, to exercise any of the rights and remedies granted to MSF herein, and to take any and all other appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to maintain the MSF's security interest in the Account Collateral and to maintain and/or effectuate MSF's rights and remedies under this Pledge Agreement.

7. **MSF's Appointment as Attorney-in-Fact**. If any Default or Event of Default under the SSRP Grant Agreement, occurs and continues, or if there is a Bank notice of termination, or other termination by the Bank of the DACA under the DACA, the Grantee irrevocably appoints MSF, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its respective place and stead and in its name or in its own name, from time to time in MSF's reasonable discretion, for the sole purpose of carrying out the terms of this Pledge Agreement, to exercise any of the rights and remedies granted to MSF herein, and to take any and all other appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to maintain and/or effectuate MSF's rights and remedies under this Pledge Agreement.

8. **Powers Coupled with an Interest**. All powers, authorizations, and agencies contained in this Pledge Agreement with respect to the Account Collateral are irrevocable during the period that this Pledge Agreement is in effect, and such powers are coupled with an interest. The Grantee ratifies all that the MSF, as attorney-in-fact hereunder, shall lawfully do or cause to be done by virtue of the MSF's exercise of its rights under Section 7 of this Pledge Agreement.

9. **Voluntary Waiver by the Grantee**. The Grantee knowingly, voluntarily, and intelligently waives any and all causes of action and claims that it may have against MSF or its contractors, or agents, as a result of the exercise by MSF, of any of MSF's rights and remedies hereunder, and MSF and its' contractors and agents shall have no duty with respect to the Grantee except as otherwise provided herein or in the SSRP Grant Agreement. The Grantee further knowingly, voluntarily, and intelligently waives any and all defenses it may have in connection with the Account Collateral or the exercising by the MSF of its rights and remedies in accordance with the terms of this Pledge Agreement, except as otherwise provided herein or in the SSRP Grant Agreement. The waivers contained herein are freely, knowingly, and voluntarily given by the Grantee, without any

duress or coercion, and the Grantee has carefully and completely read all of the terms and provisions of this Pledge Agreement. No Party shall be deemed to have relinquished these waivers except by a writing signed by the Party to be charged without having relinquished any such waiver. All such waivers contained in this Section 9 are given to the extent permissible under applicable law.

10. **No Waiver by MSF, Cumulative Remedies**. MSF shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver by MSF shall be valid unless in writing, signed by MSF, and then only to the extent therein set forth. A waiver by MSF of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that MSF would otherwise have had on any future occasion. No single or partial exercise of any right, power, or privilege hereunder by MSF shall preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. These rights and remedies are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law.

11. **Notices**: Any notice or other communication under this Agreement shall be in writing and shall be deemed properly given and received (a) as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid; or (b) on the same day as the transmission of an e-mail, or of a PDF or similar file attached file attached to an email, so long as such email is sent before 5:00 p.m. EST on such business day (and timely transmission thereof is evidenced by such email appearing in sender's "sent" e-mail box before such time), or (c) the business day after transmission of an e-mail, or of a PDF or similar file attached to an email, sent after 5:00 p.m. EST on such business day (with evidence of time of transmission thereof by such email appearing in sender's "sent" e-mail box after such time):

If to Grantee:	Lansing Economic Development Corporation 401 S. Washington Square, Suite 100 Lansing, Michigan 48933 Attn. Brandy Standler Email: brandy@lansingedc.com
If to the MSF:	Michigan Strategic Fund c/o Michigan Economic Development Corporation 300 North Washington Square Lansing, Michigan 48913 Attention: Nicole Whitehead Email: whiteheadn@michigan.org
With a copy to:	Michigan Economic Development Corporation 300 North Washington Square Lansing, Michigan 48913 Attention: MEDC Legal Email: medclegal@michigan.org
	Michigan Economic Development Corporation 300 North Washington Square Lansing, Michigan 48913 Attention: MEDC Contracts and Grants

Email: ContractsandGrants@michigan.org

12. **Severability**: All the clauses of this Pledge Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Pledge Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this Section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

13. **Successors and Assigns**: The MSF may at any time assign its rights in this Agreement with the Grantee's consent, which may not be unreasonably conditioned or delayed; except however, the MSF may at any time, without consent of Grantee, assign its rights in this Agreement to any State entity (including, but not limited to, any department, agency, public body corporate, or other entity established as otherwise directed in an executive order or executive directive). The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MSF Fund Manager. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted.

14. **Counterparts; PDF Signatures.** This Pledge Agreement may be signed in counterparts and delivered in PDF or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

15. **Jurisdiction**. The Parties agree that they shall make a good faith effort to resolve any controversies that arise regarding this Pledge Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Pledge Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan.

16. **Amendment**. This Pledge Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager.

17. **Michigan Law**: This Pledge Agreement shall be interpreted, and the rights of the Parties hereunder shall be determined under the laws of the State of Michigan.

(Signature page follows.)

The Parties sign this Pledge Agreement effective as of the Effective Date. The individuals signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective Party.

LANSING ECONOMIC DEVELOPMENT CORPORATION

____
By: Shelley David Boyd
Its: Board Chair

MICHIGAN STRATEGIC FUND

____
By: Matthew Casby
Its: Fund Manager

(Signature page to Pledge Agreement)

ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors

At a meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, August 2nd, 2024 at 3:00 p.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

WHEREAS, the Michigan Strategic Fund ("MSF") provides grants, loans, and other economic assistance for eligible applicants to conduct Eligible Activities for the purpose of creating investment-ready sites to attract and promote investment in this State for Eligible Activities on, or related to, strategic sites and mega-strategic sites; and

WHEREAS, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF; and

WHEREAS, on January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the "SSRP"), funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 ("SOAR"), and associated guidelines to govern the SSRP; and

WHEREAS, under PA 194 of 2022, as amended (the "Act"), the State appropriated the aggregate amount of $100 million to the SSRP to permit grants to Eligible Applicants to fund Eligible Activities on or related to strategic sites for which an end-user has not been identified; and

WHEREAS, the Lansing Economic Development Corporation ("Lansing EDC") submitted to the MEDC an Application for incentive assistance under the SSRP to support eligible site preparation activities on the Lansing RACER Trust Plant 6 property formerly known as the Fisher Body site in the city of Lansing ("Project"); and

WHEREAS, on January 30, 2024, the MSF approved a SSRP grant award to the Lansing EDC in the amount of up to Eighteen Million Nine Hundred Seventy-Five Thousand and

00/100 Dollars ($18,975,000.00) to be disbursed pursuant to the terms of a Grant Agreement (the “Grant”); and

WHEREAS, as required by MSF and the Grant Agreement, a written agreement under SSRP must include a provision that the State of Michigan have a security interest in the grant and that this requirement is satisfied by the Pledge and Assignment of Project Funds Account Agreement and Deposit Account Control Agreement (DACA); and

WHEREAS, the Lansing EDC desires to enter into an SSRP Grant Agreement and Pledge and Assignment of Project Funds Account Agreement with the MSF for the use of the Grant to directly fund eligible activities in furtherance of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. Lansing Economic Development Corporation (“Lansing EDC”) approves the SSRP Grant Agreement and Pledge and Assignment of Project Funds Account Agreement (the “Agreement”) with the Michigan Strategic Fund (“MSF”) and Michigan Economic Development Corporation (“MEDC”) for incentive assistance under the Strategic Site Readiness Program (the “SSRP”) to support eligible site preparation activities on the Lansing RACER Trust Plant 6 property in the city of Lansing (“Project”).

2. The Lansing EDC Board directs its Chair, legal counsel, and President and CEO to negotiate and finalize the Agreement to the satisfaction of the Lansing EDC Chair who will then execute the Agreement on the Corporation’s behalf.

3. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.

4. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

The foregoing preamble and resolutions are hereby approved by the Board of Directors for the Economic Development Corporation of the City of Lansing.

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a meeting of the Economic Development Corporation of the City of Lansing held on the 2nd day of August 2024, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

____

Shelley Davis Boyd, Chair
LEDC Board of Directors

DEPOSIT ACCOUNT CONTROL AGREEMENT
(Springing Agreement)

~~**THIS DEPOSIT ACCOUNT CONTROL AGREEMENT** (this "**Agreement**") is made as of the __ day of ___, 2024 by and~~ among **LANSING ECONOMIC DEVELOPMENT CORP** ("**Customer**"), **PNC BANK, NATIONAL ASSOCIATION** ("**Bank**"), and the **MICHIGAN STRATEGIC FUND** ("**Secured Party**").

Customer, Bank and Secured Party, intending to be legally bound, agree as follows:

1. **Establishment of Accounts.** Customer acknowledges and confirms that Customer established the deposit accounts identified on **Exhibit A** (which Exhibit is made a part hereof) in the name of Customer at Bank (individually, an "**Account**" and collectively, the "**Accounts**"). This Agreement refers to (i) the Accounts and (ii) all funds, checks, cash, items, instruments, and other things of value at any time paid, deposited, credited, or held in, any Account (whether for collection, provisionally, or otherwise) and all proceeds of all the foregoing (collectively, the "**Account Collateral").**

2. **Acknowledgement of Security Interest.** Bank acknowledges that Customer granted a security interest in, lien upon, and pledge of the Accounts and the Account Collateral to Secured Party. This Agreement constitutes a separate agreement for each Account and is intended to perfect Secured Party's security interest in, and give "control," as defined in Section 9104 of the Uniform Commercial Code, MCL 440.9104, as in effect in the State of Michigan (the "**UCC**"), in favor of Secured Party with respect to the Accounts and the Account Collateral. Bank agrees that it will not enter into any agreement with any person or entity in connection with the Accounts by which Bank is obligated to comply with instructions from the person or entity which conflict with this Agreement. Bank, for purposes of this Agreement, also confirms that it is a "Bank" as defined in Section 9102(h) of the UCC, MCL 440.9102(h).

3. **Account Rules.** The Accounts are subject to the following (together the "**Account Rules**"): (a) Bank's right to place holds for uncollected funds pursuant to Federal Reserve Regulation CC, (b) Bank's account and applicable service agreements, disclosures, other deposit account documentation, and (c) Bank's related customary procedures and practices as in effect from time to time. In the event of a conflict between the terms of this Agreement and the Account Rules, the terms of this Agreement govern.

4. **Account Access.** Secured Party agrees that until the Bank actually receives written notice from Secured Party to the contrary in substantially the form of **Exhibit B** (which is made a part hereof) accompanied by a copy of this Agreement (collectively, an "**Exclusive Access Notice**"), Customer, but not Secured Party, will be allowed full and complete access to the Accounts and the Account Collateral without Secured Party's further consent. After Bank's receipt of an Exclusive Access Notice and passage of a reasonable time to act thereon, not to exceed two (2) Business Days following actual receipt of it by Bank, and until Bank is notified in writing by Secured Party that the Exclusive Access Notice is withdrawn and has had a reasonable time (not to exceed two (2) Business Days) to act on the withdrawal notice, Customer will not be entitled to access the Accounts or the Account Collateral, and Bank will comply with instructions originated by Secured Party regarding the Accounts and the Account Collateral, including wire transfers of funds from the Accounts pursuant to standing transfer orders, giving stop payment orders and such other actions as may be specified in writing by Secured Party consistent with the Account Rules, all without Customer's further consent. Customer irrevocably authorizes and directs Bank, and Bank agrees, to comply with any such instructions by Secured Party without notice to or further action or consent by Customer and notwithstanding any subsequent objection or contrary direction Bank may receive from Customer. Customer acknowledges and agrees that it will not, and will not be permitted to, close any Account without the prior written consent of Secured Party. Notwithstanding the foregoing, Bank reserves the right to suspend all activities in any Account in the event Bank reasonably believes that fraudulent or illegal activities have occurred in connection with any Account or this Agreement.

5. **Limitation of Liability of Bank**.

(a) Bank's duties and obligations are solely as set forth in, and governed by, this Agreement and the Account Rules. Bank will have no responsibility or liability to Customer, Secured Party or any other person arising out of or relating to Bank's performance or failure to perform under this Agreement (including, without limitation, for complying with (i) instructions concerning the Accounts or the Account Collateral from Customer or Customer's authorized representatives received by Bank before Bank receives an Exclusive Access Notice and has had a reasonable opportunity to act on the notice, as set forth above, to the effectiveness of an Exclusive Access Notice or (ii) an Exclusive Access Notice or with instructions concerning the Accounts or the Account Collateral originated by Secured Party pursuant to an Exclusive Access Notice), except to the extent such performance or failure to perform arises solely and directly out of the gross negligence or willful misconduct of Bank (as determined by a court of competent jurisdiction in a final and non-appealable judgment). Bank's obligations under this Agreement are that of a depository bank, and nothing in this Agreement creates custodial or bailee obligations.

(b) Notwithstanding the foregoing, if a court or other trier of fact determines that Bank materially breached its obligations owing under this Agreement, Customer and Secured Party agree that the amount that may be awarded, for whatever reason or cause, will not exceed the fees actually paid to Bank during the last twelve (12) months for Bank's services under this Agreement or in any other agreement pursuant to which Bank provides services relating to the Accounts. In no event will Bank be liable for any special, indirect, exemplary, punitive or consequential damages, including but not limited to lost profits, even if advised of the possibility or likelihood of such damages.

(c) Bank has no obligation to review or confirm that any actions taken pursuant to this Agreement comply with any other agreement or document. Bank has no responsibility to investigate the appropriateness of any instruction or Exclusive Access Notice, even if Customer notifies Bank that Secured Party is not legally entitled to originate any such instruction or Exclusive Access Notice. Bank may rely, and Bank is protected in acting, or refraining from acting, upon any notice (including but not limited to facsimile transmission of a notice) believed by Bank to be genuine and to have been given by the proper party or parties.

(d) In no event will Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Bank's reasonable control.

6. **Subordination of Rights; Setoff.** Bank subordinates in favor of Secured Party all existing and future rights of recoupment or setoff and banker's liens against the Accounts and the Account Collateral, except those rights of setoff and banker's liens arising in connection with (a) processing or encoding errors arising in an Account, (b) items deposited in an Account that are subsequently returned to Bank unpaid, (c) automated clearing house ("**ACH**") credit entries initiated from an Account by Customer or Secured Party for which there are insufficient funds in the applicable Account on the date required by the applicable agreement with the Bank for such services, or ACH debit entries initiated from an Account by Customer or Secured Party which are returned to Bank for any reason, (d) all other charges and obligations and liabilities arising out of any cash management services provided by Bank for Customer, and (e) any of Bank's charges, fees and expenses provided for in this Agreement or in any other agreement pursuant to which Bank provides services relating to the Accounts for which Customer is responsible. Customer and Secured Party understand and agree that Bank is authorized to collect any amount owing pursuant to the preceding sentence (a "**Chargeable Amount**") by debiting any of the Accounts. Customer will pay any Chargeable Amount immediately upon demand to the extent there are not sufficient funds in the Accounts to cover any Chargeable Amount on the day of the debit.

7. **Account Information.** To the extent practical, Bank will make available to Secured Party information with respect to the Accounts and Account Collateral as Secured Party may from time to time reasonably request, including, without limitation, duplicate copies of all bank statements provided concurrently with the delivery of them to Customer. Customer consents to the Bank providing such information to Secured Party

8. **Indemnification of Bank.** Customer indemnifies and holds harmless Bank, its affiliates, and its and their directors, officers, agents and employees from and against any and all claims, damages, penalties, judgments, liabilities, losses or expenses (including reasonable attorneys' fees and disbursements) arising out of, resulting from, or in any way related to this Agreement or any action taken or not taken pursuant to this Agreement, including without limitation, Bank's compliance with an Exclusive Access Notice or any notice or instruction it receives from Secured Party with respect to any Account during the term of this Agreement, except to the extent such claims, damages, penalties, judgments, liabilities, losses or expenses are solely and directly caused by Bank's gross negligence or willful misconduct, as determined by a final non-appealable judgment by a court of competent jurisdiction.

9. **Notices.** Except as otherwise provided in this Agreement, all notices permitted or required by this Agreement will be in writing, will be delivered by personal delivery (whether by messenger or otherwise), facsimile transmission, overnight courier service or certified or registered mail, and will be deemed to have been duly given (a) immediately upon personal delivery (whether by messenger, or otherwise), (b) immediately upon facsimile transmission (with a confirmation of receipt to the sending party), or (c) when actually received, in the case of delivery overnight courier service or United States mail, in each case, and addressed to the respective addresses for Bank, Secured Party and Customer set forth on the signature page of this Agreement, or in accordance with other address information as the party to receive notice may provide in writing to the other parties in accordance with this notice provision. For purposes of this Agreement, "**Business Day**" will mean a day on which Bank's main office in Pittsburgh, Pennsylvania is open to the public for carrying on substantially all of its banking functions, but will not include Saturdays, Sundays, or legal holidays.

10. **Termination**. Secured Party may terminate this Agreement upon prior notice to Customer and Bank; provided, however, the failure of any notice to be sent to Customer and/or the lack of receipt by Customer of any notice will not diminish or otherwise affect the effectiveness of any notice received by Bank. Bank may terminate this Agreement upon at least thirty (30) days' prior notice to Customer and Secured Party. Notwithstanding the foregoing, Bank may terminate this Agreement immediately if it becomes aware of fraud or illegal activity in connection with any Account or this Agreement. The provisions of **paragraphs 5, 6 and 8** applicable to Customer and Secured Party will survive the termination of this Agreement. Provided, however, in the event of termination by the Bank under this paragraph, unless otherwise prohibited by applicable law, rule or regulation, Bank shall comply with an Exclusive Access Notice.

11. **Right to Place Hold; Bankruptcy; Interpleader**. If at any time: (a) Bank, in good faith, is in doubt as to the action it should take under this Agreement, (b) Customer becomes subject to a voluntary or involuntary bankruptcy, reorganization, receivership or similar proceeding, or (c) Bank is served with legal process which it in good faith believes prohibits the disbursement of the funds deposited in any Account, then Bank will have the right to (i) place a hold on the funds in the Account until Bank receives an appropriate court order or other assurance satisfactory to it as to the disposition of the funds in the Account, or (ii) start, at Customer's expense, an interpleader action in any competent federal or state court located in the State of Michigan, and otherwise to take no further action except in accordance with joint written instructions from Customer and Secured Party or in accordance with the final order of a competent court served on Bank.

12. **Captions.** Any paragraph headings or other captions are inserted for convenience only and are not to be considered a part of or affect the interpretation or construction of any provision of this Agreement.

13. **Entire Agreement; Amendments.** This Agreement contains the entire agreement of the parties with respect to its subject matter, and no oral or prior written statements or representations not incorporated herein will have any force or effect. This Agreement will not be effective until signed by Bank, Secured Party, and Customer. This Agreement may not be modified without the written consent of all parties to this Agreement.

14. **Waiver.** The failure of any party at any time to require performance by any other party of any provision of this Agreement will not affect in any way the right to require performance at any subsequent time. Any waiver by any party of the breach of any provision of this Agreement will be effective only if in writing and will not operate as or be construed to be a waiver of any other breach of that provision or of any other provision of this Agreement. No course of dealing or performance will be deemed to amend or otherwise affect any provision of this Agreement.

15. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that determination will not affect any other provision of this Agreement, and each other provision will be construed and enforced as if the invalid, illegal, or unenforceable provision were not in this Agreement.

16. **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by pdf, facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart. Any party executing this Agreement by pdf, facsimile or other electronic transmission will, upon request, promptly deliver a manually executed counterpart, provided that any failure to do so will not affect the validity of the counterpart executed by pdf, facsimile or electronic transmission.

17. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of Bank, Secured Party, and Customer and their permitted legal representatives, successors, and assigns. Secured Party may assign or transfer its rights and obligations under this Agreement to any person or entity without the consent of Bank or Customer; provided that, no transfer will be binding upon Bank until Secured Party notifies Bank of the transfer in a writing or writings signed by Secured Party and the transferee that identifies the transferee, gives the transferee's address for communications under this Agreement, and states that the transferee is entitled to the benefit of Secured Party's rights and has assumed all of Secured Party's obligations under this Agreement, and Bank has had a reasonable period of time to act upon such notice. Customer may not assign or transfer its rights or obligations under this Agreement to any person or entity without the prior written consent of Secured Party and Bank.

18. **Governing Law; Jurisdiction; Jury Trial Waiver.** The validity, construction, interpretation, and enforcement of this Agreement, and the rights of the parties hereto, in connection with each Account will be determined under, governed by, and construed in accordance with the internal laws of the State of Michigan, without regard to the principles of conflicts of law. Customer and Secured Party each irrevocably consents and agrees that any action, suit or proceeding resulting from, arising out of or related to this Agreement will, except as otherwise provided in this Agreement, be instituted in any state or federal court in the State of Michigan, except any actions against the Secured Party shall be instituted in the Michigan Court of Claims and each waives any objection which it may now or hereafter have to the laying of the venue of any such action, suit or proceeding in any such jurisdiction, on the basis of a more convenient forum or otherwise. Nothing contained in this Agreement will prevent Bank from bringing any action, suit or proceeding to enforce any award or judgment or to exercise any rights against Customer individually or against any property of Customer within any other county, state or other foreign or domestic jurisdiction. Bank's jurisdiction for purposes of Section 9304 of the UCC, MCL 440.9304, is the State of Michigan. **EACH OF THE PARTIES WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR FORM OF THE ACTION.**

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the day and year first above set forth.

Address for Notices:
PNC Bank, National Association
500 First Avenue
Mailstop: P7-PFSC-02-E
Pittsburgh, PA 15219
Attention: TM Legal Liaison Team
Facsimile: (866) 830-1520
Phone: (412) 768-5736
Email:tmdocreview@pnc.com

BANK:

PNC BANK, NATIONAL ASSOCIATION

By: ______________________________________
Print Name: Tamara Wilson
Title: VP, TMO II

Address for Notices:
Michigan Strategic Fund
MSF Fund Manager
c/o MEDC
300 N. Washington Square
Lansing, MI 48913
Attention: MSF Fund Manager
Email: casbym2@michigan.org
Phone: (517) 335-1951

SECURED PARTY:

Michigan Strategic Fund

By: ______________________________________
Print Name: Matthew Casey
Title: MSF Fund Manager

WITH A COPY TO:
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, Michigan 48913
Attn: Nicole Whitehead, Director Real Estate and Outreach
Email: whiteheadn@michigan.org

CUSTOMER:
LANSING ECONOMIC DEVELOPMENT CORP

Address for Notices:
Lansing Economic Development Corporation
401 S Washington Square Suite 101
Lansing MI 48933
Attn: Brandy A Standler, Operations Manager
Email: brandy@lansingedc.com

By: ______________________________________
Print Name: Shelley Davis Boyd
Title: Chair of the Lansing EDC Board of Directors

EXHIBIT A

List of Accounts

Name on Account	Account Number	Account Type
(MEDC Grant # 404045)	[redacted]	Money Market

EXHIBIT B

[to be placed on Secured Party's letterhead]

EXCLUSIVE ACCESS NOTICE

____________________, 20_____

VIA TELECOPY (866) 830-1520
PNC Bank, National Association
500 First Avenue
Mailstop: P7-PFSC-02-E
Pittsburgh, PA 15219
Attention: TM Legal Liaison Team

Re: Deposit Account Control Agreement dated as of ___, 20__ (the "**Agreement**") by and among **[Name of Secured Party]** ("**Secured Party**"), **[Name of Depositor**], and PNC Bank, National Association

Ladies and Gentlemen:

The undersigned Secured Party hereby assumes exclusive control of the Accounts and the Account Collateral, as defined in the Agreement. This constitutes an Exclusive Access Notice as referred to in **paragraph 4** of the Agreement, a copy of which is attached hereto.

[NAME OF SECURED PARTY]
By: ____

____
Printed Name

Title: _______________________________________

ECONOMIC DEVELOPMENT CORPORATION
OF THE CITY OF LANSING
Certificate of Resolution by Board of Directors

At a meeting of the Board of Directors of the Economic Development Corporation of the City of Lansing held on Friday, August 2nd, 2024 at 3:00 p.m., pursuant to notice duly given:

PRESENT: Members:

ABSENT: Members:

The following preamble and resolution was offered by;

Member: , and seconded by:

Member:

WHEREAS, the Michigan Strategic Fund ("MSF") provides grants, loans, and other economic assistance for eligible applicants to conduct Eligible Activities for the purpose of creating investment-ready sites to attract and promote investment in this State for Eligible Activities on, or related to, strategic sites and mega-strategic sites; and

WHEREAS, staff of the Michigan Economic Development Corporation, a public body corporate (the "MEDC"), provides administrative services for the MSF; and

WHEREAS, on January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the "SSRP"), funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 ("SOAR"), and associated guidelines to govern the SSRP; and

WHEREAS, under PA 194 of 2022, as amended (the "Act"), the State appropriated the aggregate amount of $100 million to the SSRP to permit grants to Eligible Applicants to fund Eligible Activities on or related to strategic sites for which an end-user has not been identified; and

WHEREAS, the Lansing Economic Development Corporation ("Lansing EDC") submitted to the MEDC an Application for incentive assistance under the SSRP to support eligible site preparation activities on the Lansing RACER Trust Plant 6 property formerly known as the Fisher Body site in the city of Lansing ("Project"); and

WHEREAS, on January 30, 2024, the MSF approved a SSRP grant award to the Lansing EDC in the amount of up to Eighteen Million Nine Hundred Seventy-Five Thousand and

00/100 Dollars ($18,975,000.00) to be disbursed pursuant to the terms of a Grant Agreement (the “Grant”); and

WHEREAS, as required by MSF and the Grant Agreement, a written agreement under SSRP must include a provision that the State of Michigan have a security interest in the grant and that this requirement is satisfied by the Pledge and Assignment of Project Funds Account Agreement and Deposit Account Control Agreement (“DACA”) (collectively, the “Collateral Documents”); and

WHEREAS, on August 2, 2024, the Lansing EDC Board passed a resolution directing its Chair to enter into a SSRP Grant Agreement and Pledge and Assignment of Project Funds Account Agreement with the MSF for the use of the Grant to directly fund eligible activities in furtherance of the Project; and

WHEREAS, as required by MSF and the Grant Agreement, the Lansing EDC desires to enter into a DACA with PNC Bank, National Association and the MSF as required to fulfill the Collateral Documents requirements and terms of the SSRP Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LANSING ECONOMIC DEVELOPMENT CORPORATION AS FOLLOWS:

1. Lansing Economic Development Corporation (“Lansing EDC”) approves the Deposit Account Control Agreement (“DACA”) with PNC Bank, National Association and the Michigan Strategic Fund (“MSF”) as required to receive incentive assistance under the Strategic Site Readiness Program (the “SSRP”) to support eligible site preparation activities on the Lansing RACER Trust Plant 6 property in the city of Lansing (“Project”).

2. The Lansing EDC Board directs its Chair, legal counsel, and President and CEO to negotiate and finalize the DACA to the satisfaction of the Lansing EDC Chair, who will then execute the DACA on the Corporation’s behalf.

3. Additionally, the LEDC agrees that if any section, clause or phrase of this Resolution is declared as invalid by a court of law, that ruling shall not affect the intent and purpose of this Resolution and validity of the remaining provisions of the Resolution.

4. Finally, the LEDC declares that all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are repealed.

The foregoing preamble and resolutions are hereby approved by the Board of Directors for the Economic Development Corporation of the City of Lansing.

YEAS:

NAYS:

ABSTENTIONS:

ABSENT:

PREAMBLE AND RESOLUTIONS DECLARED ADOPTED.

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I hereby certify that the foregoing is a true and a complete copy of a preamble and resolutions adopted at a meeting of the Economic Development Corporation of the City of Lansing held on the 2nd day of August 2024, and said preamble and resolutions are on file in the office of the Economic Development Corporation of the City of Lansing and are available to the public. Public notice of the meeting was given pursuant to and in compliance with Act No. 267, Public Acts of Michigan 1976, including in the case of a special or re-scheduled meeting, notice by publication or posting of at least eighteen (18) hours prior to the time set for the meeting. In addition, the meeting was held in full compliance with the Board's By-Laws.

IN WITNESS WHEREOF, I have hereunto affixed my official signature.

Shelley Davis Boyd, Chair
LEDC Board of Directors

Lansing Economic Development Corporation
Statement of Activities - Actual vs. Budget

	Jul '23 - Jun 24	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
40000 · Contract Income				
40010 · Brownfield Admin	272,633.91	321,839.00	-49,205.09	84.7%
40020 · City of Lansing Contract	300,000.00	300,000.00	0.00	100.0%
40040 · Annual Issuer's Fees	6,293.75	191,019.00	-184,725.25	3.3%
40050 · TIFA Admin	344,060.11	344,060.00	0.11	100.0%
40075 · Placemaking-CEDAM	10,000.00	10,000.00	0.00	100.0%
40080 · Facade Grant Contract	175,000.00	175,000.00	0.00	100.0%
40088 · ARPA Contract City of Lansing				
40088.1 · ARPA - Grant Contract	280,880.28	0.00	280,880.28	100.0%
Total 40088 · ARPA Contract City of Lansing	280,880.28	0.00	280,880.28	100.0%
40090 · EGLE Allen Place-Grant Contract				
40090.1 · EGLE Allen Place Grant Contract	1,790.00	0.00	1,790.00	100.0%
40090.2 · EGLE Allen Place Grant Admin.	4,276.23			
Total 40090 · EGLE Allen Place-Grant Contract	6,066.23	0.00	6,066.23	100.0%
Total 40000 · Contract Income	1,394,934.28	1,341,918.00	53,016.28	104.0%
41000 · Loan Interest				
41091 · The 517 Coffee Company Interest	580.11	0.00	580.11	100.0%
41093 · Sweet Encounter Bakery Cafe Int	502.39	0.00	502.39	100.0%
41094 · Irie Smoke Shack-Interest	644.15	0.00	644.15	100.0%
41095 · RBM Properties Interest	4,803.94	0.00	4,803.94	100.0%
41096 · Osteria Vegana Lansing LLC	313.97	0.00	313.97	100.0%
41000 · Loan Interest - Other	0.00	6,779.00	-6,779.00	0.0%
Total 41000 · Loan Interest	6,844.56	6,779.00	65.56	101.0%
42000 · Investments				
42010 · Interest-Savings, Short-term CD	100,117.00	72,295.00	27,822.00	138.5%
Total 42000 · Investments	100,117.00	72,295.00	27,822.00	138.5%
43000 · Other Types of Income				
43010 · Miscellaneous Revenue	1,427.72	5,000.00	-3,572.28	28.6%
43037 · Application Fees	15,500.00	35,500.00	-20,000.00	43.7%
Total 43000 · Other Types of Income	16,927.72	40,500.00	-23,572.28	41.8%
Total Income	1,518,823.56	1,461,492.00	57,331.56	103.9%
Gross Profit	1,518,823.56	1,461,492.00	57,331.56	103.9%
Expense				
61000 · Contract Services				
61010 · Accounting Fees	46,835.00	0.00	46,835.00	100.0%
61015 · Payroll Fees	3,120.06	0.00	3,120.06	100.0%
61020 · Legal Fees	830.00	0.00	830.00	100.0%
61030 · Outside Contract Services	30,779.18	0.00	30,779.18	100.0%
61000 · Contract Services - Other	0.00	88,200.00	-88,200.00	0.0%
Total 61000 · Contract Services	81,564.24	88,200.00	-6,635.76	92.5%
62000 · Facilities and Equipment				
62010 · Depreciation	11,543.89	4,515.00	7,028.89	255.7%
62020 · Office Expense	10,796.99	48,337.00	-37,540.01	22.3%
62025 · Equipment	10,574.23	0.00	10,574.23	100.0%
62045 · Utilities	5,502.64	8,718.00	-3,215.36	63.1%
62050 · Rent	63,861.56	65,530.00	-1,668.44	97.5%
62055 · Software Subscriptions	11,110.68	0.00	11,110.68	100.0%
62060 · Telephone/Communications	7,989.32	0.00	7,989.32	100.0%
Total 62000 · Facilities and Equipment	121,379.31	127,100.00	-5,720.69	95.5%
63000 · Development				
63050 · Insurance & Bonds	15,841.70	15,850.00	-8.30	99.9%
63055 · Marketing & Promotions	7,519.93	20,000.00	-12,480.07	37.6%
63056 · Travel & Conferences & Training	17,551.79	20,000.00	-2,448.21	87.8%
63060 · Operating Expense	9,639.58	12,000.00	-2,360.42	80.3%

No assurance is provided on these financial statements or supplementary information. The financial statements omit substantially all disclosures and the statement of cash flows, revenue and expenses related to certain contracts are recognized when received and paid, all of which are not in accordance with accounting principles generally accepted in the United States of America.

	Jul '23 - Jun 24	Budget	$ Over Budget	% of Budget
63080 · Bank Fees	1,331.10	1,344.00	-12.90	99.0%
63081 · Bank Fees-2575	305.00	0.00	305.00	100.0%
Total 63000 · Development	52,189.10	69,194.00	-17,004.90	75.4%
65000 · Grant and Program Expenses				
65020 · Facade Grants	93,197.00	175,000.00	-81,803.00	53.3%
65025 · EGLE Allen Place Grant Contract	6,066.23	0.00	6,066.23	100.0%
65088 · ARPA Grant				
65088.1 · ARPA LEED Initiative	161,952.20	0.00	161,952.20	100.0%
65088.2 · ARPA CIA Allocations	18,860.00	0.00	18,860.00	100.0%
65088.3 · ARPA Facade Program	20,000.00	0.00	20,000.00	100.0%
65088.4 · ARPA - LEDC Conversion/Start Up	2,000.00	0.00	2,000.00	100.0%
Total 65088 · ARPA Grant	202,812.20	0.00	202,812.20	100.0%
65095 · Placemaking - CEDAM Exp.	5,500.00	10,000.00	-4,500.00	55.0%
Total 65000 · Grant and Program Expenses	307,575.43	185,000.00	122,575.43	166.3%
66000 · Payroll & Empl Benefit Expenses				
66100 · Payroll Expenses				
66110 · Salaries - Staff	469,855.13	0.00	469,855.13	100.0%
66120 · Taxes-FICA	35,679.11	0.00	35,679.11	100.0%
66125 · Taxes-unemployment	1,845.61	0.00	1,845.61	100.0%
66100 · Payroll Expenses - Other	0.00	523,025.00	-523,025.00	0.0%
Total 66100 · Payroll Expenses	507,379.85	523,025.00	-15,645.15	97.0%
66500 · Employee Benefits				
66510 · Health Insurance-Employees	37,434.21	0.00	37,434.21	100.0%
66515 · Life/Disability Ins - Employees	5,907.31	0.00	5,907.31	100.0%
66520 · Retirement Expense	23,350.64	0.00	23,350.64	100.0%
66525 · Parking-Employees	5,864.00	0.00	5,864.00	100.0%
66530 · Workers Comp Insurance	1,290.00	0.00	1,290.00	100.0%
66500 · Employee Benefits - Other	0.00	81,890.00	-81,890.00	0.0%
Total 66500 · Employee Benefits	73,846.16	81,890.00	-8,043.84	90.2%
Total 66000 · Payroll & Empl Benefit Expenses	581,226.01	604,915.00	-23,688.99	96.1%
Total Expense	1,143,934.09	1,074,409.00	69,525.09	106.5%
Net Ordinary Income	374,889.47	387,083.00	-12,193.53	96.8%
Other Income/Expense				
Other Income				
80020 · Return of Unused Grant Funds	150,000.00	150,000.00	0.00	100.0%
80030 · Credit Card Reward Income	367.67			
Total Other Income	150,367.67	150,000.00	367.67	100.2%
Net Other Income	150,367.67	150,000.00	367.67	100.2%
Net Income	**525,257.14**	**537,083.00**	**-11,825.86**	**97.8%**