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CITY SERVICE FEE AGREEMENT

(PONTIAC RENAISSANCE ZONE PROJECT)

by and between

CITY OF PONTIAC

a Michigan municipal corporation

and

**MICHIGAN MOTION PICTURE STUDIOS, LLC
(f/k/a Motown Motion Pictures, LLC)**

a Michigan limited liability company

CITY SERVICE FEE AGREEMENT

(Pontiac Renaissance Zone Project)

THIS AGREEMENT is executed between the CITY OF PONTIAC, a Michigan municipal corporation (the "City") and MICHIGAN MOTION PICTURE STUDIOS, LLC (f/k/a Motown Motion Pictures, LLC), a Michigan limited liability company, together with its successors and assigns (the "Developer").

RECITALS

- A. The Developer has acquired certain improved real property located in the City (the "Property"), commonly known as 1999 Centerpoint Parkway, Pontiac, Michigan and legally described in Exhibit A to this Agreement.
- B. The City and the Developer have entered into that certain Development Agreement, dated May 4, 2009 (the "Development Agreement") setting forth certain obligations of each with respect to the redevelopment of the Property.
- ~~C. Pursuant to Section 8a(2) of the Michigan Renaissance Zone Act, Act 376, Public Acts of Michigan, 1996, as amended (MCL 125.2681 et seq.) (the "Renaissance Zone Act"), the Board of the Michigan Strategic Fund ("MSF Board") has designated the Property by the MSF Board as a renaissance zone pursuant to the Renaissance Zone Act (the "Zone"); and the Michigan Strategic Fund and the Developer have entered into that certain Renaissance Zone Development Agreement setting forth obligations of the Developer in connection with the Zone (the "MSF Renaissance Zone Development Agreement").~~
- D. The Developer and the City wish to set forth the terms and conditions governing the payment of the City Service Fee (defined below) and the possible payment of the Capital Investment Fee (defined below), all pursuant to the terms and conditions of the Development Agreement.

NOW THEREFORE, in consideration of covenants and mutual premises contained in this Agreement and in the Development Agreement, the Developer and City agree as follows:

TERMS AND CONDITIONS

ARTICLE 1

DEFINITIONS

The following words and phrases wherever they appear in this Agreement shall be defined as follows:

- 1.1 "Capital Investment Commitment" shall mean the direct capital expenditures to construct, equip and complete the Project in an amount not less than Forty Million and 00/100 Dollars (\$40,000,000.00).

1.2 "Capital Investment Commitment Date" shall mean January 1, 2012.

1.3 "Capital Investment Fee" shall mean an amount, calculated when due, equal to the product of the then-current taxable value of the real and personal property at the Property multiplied by only those millages that would otherwise be due to the City in the absence of the Zone, but in no event to exceed One Hundred Twenty-Eight Thousand and 00/100 Dollars (\$128,000.00).

1.4 "Capital Investment Fee Credit" shall mean an amount, calculated at the time any payment of the Capital Investment Fee is due, equal to the those millages paid to the City (but not millages for taxing jurisdictions other than the City) from any real and personal property taxes paid by the Developer as a result of the revocation of the Zone or otherwise required under the MSF Renaissance Zone Development Agreement after an event of default by Developer thereunder.

1.5 "City" shall have the meaning set forth in the Recitals above.

1.6 "City Service Fee" has the meaning set forth in Section 2.1 of this Agreement.

1.7 "City Service Fee Credit" shall be a credit or set off (partial or total, as applicable) in an amount not to exceed the City Service Fee calculated by adding the total amount of the Income Tax remitted to the City, whether from withholding by an employer or direct payment by a taxpayer, from the following sources: (i) amounts withheld and paid by Developer on behalf of its employees or otherwise paid by the Developer or employees of Developer working at the Property; (ii) amounts withheld and paid by Developer on behalf of its employees or otherwise paid by employees of the Developer working in the City, but outside the Property; (iii) amounts withheld and paid by Non-Developer Taxpayers engaged in services at the Property, but only to the extent such Non-Developer Taxpayers have filed returns or they or Developer otherwise delivered reasonably satisfactory evidence permitting the City to determine the proportion of such tax amounts derived from services performed at the Property; (iv) amounts withheld and paid by Developer or companies controlled by the Developer ("Developer Companies") or otherwise paid by the employees of Developer Companies working in the City adjacent to the Property, but only to the extent such Developer Companies and their employees have filed returns or they or Developer otherwise delivered reasonably satisfactory evidence permitting the City to determine the proportion of such tax amounts derived from services performed in the City; and (v) any Income Tax payments made by Developer for its own obligations arising as a result of the revocation of the Zone or otherwise required under the MSF Renaissance Zone Development Agreement after an event of default by Developer thereunder. For the purposes of this Section, "control" shall mean the ability to direct the management and operations of a company. Both the City and the Developer shall reasonably cooperate in good faith to obtain from their records and the other taxpayers and deliver the information necessary to calculate any City Service Fee Credit.

1.8 "Developer" shall have the meaning set forth in the Recitals above.

1.9 "Development Agreement" shall have the meaning set forth in the Recitals above.

1.10 "Emergency Financial Manager" or "EFM" shall mean any individual named in accordance with the requirements of MCL § 141.1218 to have the powers to manage and control the finances of the City permitted under Act 72, Public Acts of Michigan, 1990, as amended. The EFM is currently Fred. P. Leeb.

1.11 "Facility" shall mean the motion picture studio with film production services, sound stages, education and training facility, animation studio and post-production facilities and other uses constructed at the Property by the Developer as contemplated by the Development Agreement.

1.12 "Income Tax" shall mean the income tax imposed by the adoption of the uniform city income tax ordinance, as authorized by Act No. 284 of the Public Acts of Michigan of 1964 (MCL 141.501 et seq.) as amended and set forth in Chapter 110, Article III of the City of Pontiac Code and City ordinance no. 1573, as the same may be amended from time to time.,

1.13 "MSF Board" shall have the meaning set forth in the Recitals above.

1.14 "MSF Renaissance Zone Development Agreement" shall have the meaning set forth in the Recitals above.

1.15 "Non-Developer Taxpayers" shall mean any individuals or entities registered to pay the Income Tax or who have paid or withheld any Income Tax (and delivered withheld amounts to the City), other than the Developer and employees of the Developer.

1.16 "Property" shall have the meaning set forth in the Recitals above.

1.17 "Project" shall mean a project generally consisting of the redevelopment of the approximately 400,000 square foot vacant building currently located on the Property and the planned development and construction of an additional approximately 180,000 square feet of space at the Property and the installation of equipment, together intended for use as the Facility.

1.18 "Renaissance Zone Act" shall have the meaning set forth in the Recitals above.

1.19 "Term" shall have the meaning set forth in Section 4.2 of this Agreement.

1.20 "Zone" shall have the meaning set forth in the Recitals above.

ARTICLE 2

CITY SERVICE FEE

2.1 Amount. For calendar year 2015 and continuing thereafter each calendar year (but in no event later than 2024) during the Term, the Developer shall pay to the City an annual amount of Ninety Thousand and 00/100 Dollars (\$90,000.00) (the "City Service Fee").

2.2 Payment. The City Service Fee shall be due in two (2) installments of Forty-Five Thousand and 00/100 Dollars (\$45,000) on June 30 and December 31 of each applicable calendar year during the term of this Agreement, less any amount of the City Service Fee Credit

determinable at the time payment is due, based on employee withholding payments made by Developer and payments otherwise made by Developer, its employees, Developer Companies and their employees and Non-Developer Taxpayers applicable to such year. Both the City and the Developer shall reasonably cooperate in good faith as described in Section 1.6 of this Agreement. In the event that the Developer fails to make an installment payment of the net amount of the City Service Fee when due and if such default is not cured within five (5) business days after written notice to the Developer, the City may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date of such installment. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Developer and others, but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Any such lien may only be foreclosed in accordance with the provisions of Section 5.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the City Service Fee due the City pursuant to this Section 2.2 (together with any costs or fees pursuant to Section 5.3) or if no such amount is owed pursuant to Section 2.3, the lien and any other related documents recorded against the Property shall be discharged of record by the City.

2.3 Reconciliation. If the Developer makes a payment to the City under Section 2.2 above and wishes to obtain amounts of the City Service Fee Credit not calculated at the time the applicable City Service Fee is due and payable, then the Developer shall make a written request to the City that includes sufficient information to permit the calculation of such additional amounts or sufficient information for the City to be able to review its records to determine such additional amounts of the City Service Fee Credit. Both the City and the Developer shall reasonably cooperate in good faith to obtain from their records and the other taxpayers described in Section 1.6 and deliver the information necessary to calculate any City Service Fee Credit under this Section 2.3. Provided all Income Tax obligations used to calculate any additional City Service Fee Credit have been paid in full, the City shall pay to the Developer the additional amounts of the City Service Fee Credit within thirty (30) days after the calculation thereof, which payment obligation shall survive the termination of this Agreement.

2.4 Elimination of Obligation to Pay City Service Fee. The Developer's obligation to pay the City Service Fee shall be eliminated for any year in which: (i) the Zone is terminated for any reason; (ii) the film production tax credits provided under MCL §208.1455 are eliminated or capped at an amount less than Five Hundred Million and 00/100 Dollars (\$500,000,000.00) in any calendar year before 2015 or thereafter capped at an amount less than Five Hundred Million and 00/100 Dollars (\$500,000,000.00) or the gross dollar amount of such credits issued in any one of the immediately preceding two (2) years, whichever is greater; or (iii) the gross dollar amount of film credits under MCL §208.1455 approved by the Michigan Film Office or Michigan Department of Treasury in any year during the Term is less by more than fifty percent (50%) from the gross dollar amount of film credits approved in the immediately prior year. Amounts of the City Service Fee that have accrued in the year before any of the foregoing events but remain unpaid after the application of any City Service Fee Credit shall be paid in accordance with the terms of this Agreement; however, the City shall refund to the Developer any amounts of the City Service Fee that have been paid by the Developer for any year during

which its payment obligation is eliminated pursuant to this Section 2.4. Such refund shall be made to the Developer within thirty (30) days after Developer's written request therefor, which refund obligation shall survive the termination of this Agreement.

ARTICLE 3

CAPITAL INVESTMENT FEE

3.1 Condition Precedent. Subject to the specific payment terms set forth in Section 3.2 hereof, the Capital Investment Fee shall be due after the Capital Investment Commitment Date if the Capital Investment Commitment has not been satisfied as of the Capital Investment Commitment Date and annually thereafter only for so long after the Capital Investment Commitment Date as the Developer fails to satisfy the Capital Investment Commitment.

3.2 Payment. If the Capital Investment Commitment has not been satisfied as of the Capital Investment Commitment Date, the Capital Investment Fee, less any amount of the Capital Investment Fee Credit determinable at that time shall be due and payable on February 1 after the Capital Investment Commitment Date and annually thereafter on February 1 until the Capital Investment Commitment has been satisfied in accordance with the Development Agreement. In the event that the Developer fails to make a payment of the Capital Investment Fee less any Capital Investment Fee Credit when due and such default is not cured within five (5) business days after written notice to the Developer, the City may immediately file a lien on the Property to secure the amount in default, together with interest thereon at the statutory rate for past due real property taxes from the applicable due date. Any such lien shall be filed with the Register of Deeds Office for Oakland County, Michigan and shall be subordinate (and shall so expressly provide it is subordinate) to all present and future land contracts, mortgages, deeds of trust and other real property liens incurred in order to finance the acquisition of the Property or to finance the improvements and personal property constructed or installed thereon by the Developer and others, but excluding future construction and mechanics liens unless the same retain priority as a matter of law. Such lien may only be foreclosed in accordance with the provisions of Section 5.3 hereof. Notwithstanding the foregoing, upon payment of the amount of the Capital Investment Fee less any Capital Investment Fee Credit due the City pursuant to this Section 3.2 (together with any costs or fees pursuant to Section 5.3), the lien and any other related documents recorded against the Property shall be discharged of record by the City. If there is a Capital Investment Fee Credit for any year after the Capital Investment Fee has been paid for that year, then provided all real and personal property tax obligations used to calculate such Capital Investment Fee Credit have been paid in full, the City shall pay to the Developer the amount of the Capital Investment Fee Credit received by the City within thirty (30) days after the Developer's written request therefor and receipt by the City of evidence of such credit; and this payment obligation shall survive the termination of this Agreement.

3.3 Termination. Upon either (i) the Developer satisfying the Capital Investment Commitment or (ii) the termination of the Zone or this Agreement, the obligation to pay the Capital Investment Fee (net of any Capital Investment Fee Credit) shall terminate effective for the year in which (a) the Capital Investment Commitment has been satisfied or (b) the Zone or this Agreement is terminated.

ARTICLE 4

TERM

4.1 Effective Date. This Agreement shall become effective as of January 1, 2010.

4.2 Termination. The term of this Agreement ("Term") shall be coterminous with the term of the Zone. This Agreement shall automatically terminate upon the expiration or earlier termination of the Zone, the termination of the Development Agreement or as otherwise expressly provided in this Agreement and the obligations of the parties under this Agreement shall expire and have no further force or effect, except for those obligations that expressly survive a termination of this Agreement. Each party shall retain its remedies under this Agreement for any breach of such surviving obligations.

ARTICLE 5

DEFAULTS AND REMEDIES

5.1 Default by Developer. In the event that the Developer fails to cure (i) any monetary or payment default by it under this Agreement within sixty (60) days after receipt of ~~written notice of same, or (ii) a non-monetary default by Developer within ninety (90) days~~ following written demand (specifying the nature of the default) from City, such failure shall entitle the City to exercise those remedies provided in Sections 5.2 and 5.3 below. If the nature of any non-monetary default is such that Developer needs more time to cure, the Developer may provide a written request to extend the period to cure for so long as may be reasonably required to cure such default and such request shall not be unreasonably denied.

5.2 Remedies for Default by Developer. The City's remedies are limited to those set forth in this Section 5.2 and in Section 5.3 below and such remedies may only be exercised with respect to any default by Developer not cured as and when required under Section 5.1 of this Agreement (and may not be exercised if the default has been cured after the time period provided for in Section 5.1, but before the City has exercised a remedy). The City may maintain an action to recover any Capital Investment Fee or City Service Fee following an uncured default by Developer (and while the default is continuing) (including, if the prevailing party in any litigation, reasonable fees and expenses of counsel, consultants and expert witnesses incurred in connection therewith) resulting from such uncured default. Notwithstanding the foregoing, in no event will the Developer be liable for any punitive, speculative or consequential damages alleged by the City. The City may also seek injunctive relief.

5.3 Lien Remedy. The Developer acknowledges and agrees for itself, its successors and assigns, that any lien filed by the City pursuant to Section 2.2 above shall constitute a consensual agreement to encumber real property perfected pursuant to MCL §565.25(3)(c). If the default giving rise to such a lien is not cured as and when required under Section 5.1 of this Agreement, the City may, if such uncured default is then still not cured, enforce collection by foreclosure of any such lien securing payment by the means set forth in the Michigan Foreclosure by Advertisement statute, being MCL §600.3201, et seq., as amended, by judicial foreclosure or by other legal or equitable proceedings as permitted by law. Notwithstanding the

foregoing, upon payment of the amount due the City pursuant to Section 2.2 or 3.2 of this Agreement, as applicable, the enforcement proceedings shall terminate and the lien and any other related documents recorded against the Property shall be discharged by the City upon reimbursement to the City of its reasonable costs of pursuing any enforcement action, including without limitation its filing fees and reasonable attorneys' fees.

5.4 Default by City. In the event that the City fails to cure (i) any monetary or payment default by it under this Agreement within sixty (60) days after receipt of written notice of same, or (ii) a non-monetary default by City within ninety (90) days following written demand (specifying the nature of the default) from Developer, such failure shall entitle Developer to exercise those remedies provided in Section 5.5 below. If the nature of the non-monetary default is such that City may need more time to cure, the City may provide Developer a written request to extend the period to cure for so long as may be reasonably required to cure such default and such request shall not be unreasonably denied..

5.5 Remedies for a Default by City. The Developer's remedies are limited to those set forth in this Section 5.5 and such remedies may only be exercised with respect to any default by City not cured as and when required under Section 5.4 of this Agreement. The Developer may maintain an action to recover any losses, damages, costs and expenses (including, if the prevailing party in any litigation, reasonable fees and expenses of counsel, consultants and expert witnesses incurred in connection therewith) resulting from such uncured default. Notwithstanding the foregoing, in no event will the City be liable for any punitive, speculative or consequential damages alleged by the Developer. The Developer may also seek injunctive relief.

ARTICLE 6

MISCELLANEOUS

6.1 Binding Nature. This Agreement shall benefit and be binding against the Developer and the City, and their respective successors and assigns. This Agreement and the obligations of the Developer herein shall be obligations running with the Property and this Agreement or a memorandum regarding this Agreement shall be recorded in the Clerk/Register of Deeds Office for Oakland County, Michigan.

6.2 City Consent. Where the consent of the City is required or requested under this Agreement, such consent may be provided by the Emergency Financial Manager so long as the EFM remains in office; and when the EFM is no longer in office, then such consent may be provided by the Mayor of the City unless the approval of the City Council is expressly required by City Ordinance or the City Charter

6.3 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier (using overnight delivery with a receipt) or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the City, to:

City of Pontiac
47450 Woodward Ave.
Pontiac, Michigan 48342
Attention: Mayor or EFM
Fax No. (248) 758-3166

With copies to:

City of Pontiac
47450 Woodward Ave.
Pontiac, Michigan 48342
Attention: City Attorney
Fax No. (248) 758-3195

City of Pontiac Tax Increment Finance Authority
47450 Woodward Avenue
Pontiac, Michigan 48342
Attention: Executive Director
Fax No. (248) 857-5713

Miller, Canfield, Paddock and Stone, PLC
101 North Main Street, 7th Floor
Ann Arbor, Michigan 48104
Attention: James W. Govert, Esq.
Fax No. (734) 747-7147

If to the Developer to:

Michigan Motion Picture Studios, LLC
2100 E. Maple Road, Suite 200
Birmingham, Michigan 48009
Attention: Linden D. Nelson
Fax No. (248) 816-5600

With a copy to:

Honigman Miller Schwarz and Cohn, LLP
38500 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304
Attention: Richard J. Burstein, Esq.
Fax No. (248) 566-8431

6.4 Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and

executed by the parties hereto after the consent of the City as required by any Michigan statute, City Charter or City Ordinance to such amendment or modification has been obtained.

6.5 Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

6.6 Time of the Essence. Time shall be of the essence of this Agreement.

6.7 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

6.8 Entire Agreement. This Agreement, together with the Development Agreement and that certain Pontiac TIFA Service Fee Agreement being executed on or about the date this Agreement is executed, contain all agreements between the parties regarding the Project. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement, the Development Agreement and said Pontiac TIFA Service Fee Agreement.

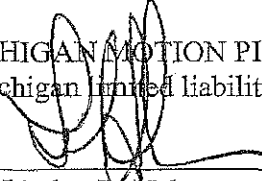
6.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan and all applicable federal laws of the United States.

[signatures on the following pages]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.


DEVELOPER

MICHIGAN MOTION PICTURE STUDIOS, LLC,
a Michigan limited liability company

By: 
Linden D. Nelson
CEO

STATE OF MICHIGAN)
)SS
COUNTY OF Oakland)

I hereby certify that on this 22 day of October, 2009, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Linden D. Nelson, the CEO of Michigan Motion Picture Studios, LLC, a Michigan limited liability company, and he/she being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Michigan Motion Picture Studios, LLC as a duly authorized officer.


Notary Public
County, _____
Acting in _____ County
My Commission Expires: _____

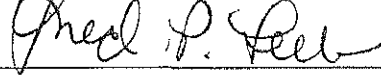
CYNTHIA C. KELLY
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jun 18, 2013
ACTING IN COUNTY OF _____

[signatures continue on the following page]

CITY

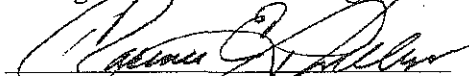
CITY OF PONTIAC

a Michigan municipal corporation



Fred P. Leeb

Emergency Financial Manager



Hon. Clarence E. Phillips

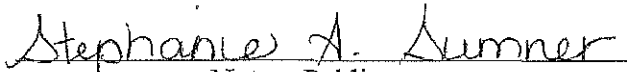
Mayor

STATE OF MICHIGAN)

)SS

COUNTY OF OAKLAND)

I hereby certify that on this 23rd day of October, 2009, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Fred P. Leeb, the Emergency Financial Manager of the City of Pontiac, a Michigan municipal corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of the City of Pontiac as Emergency Financial Manager



Notary Public

Oakland County, Michigan

Acting in Oakland County

My Commission Expires: 9/29/2015

[acknowledgments continue on the following page]

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I hereby certify that on this 23 day of October, 2009, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Clarence E. Phillips, the Mayor of the City of Pontiac, a Michigan municipal corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of the City of Pontiac as Mayor.

Stephanie A. Sumner
Notary Public
Oakland County, Michigan
Acting in Oakland County
My Commission Expires: 9/29/2015

Exhibit A
Legal Description of the Property

LEGAL DESCRIPTION

(Per Title Source Inc. Title Insurance and Settlement Services, Title No. 11-03100244 Rev. 2, Effective Jan. 20, 2009)

Land situated in the City of Pontiac, in the County of Oakland, State of Michigan is described as follows:

PARCEL B:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lots 5, 6 and 7 and part of Beltline Railroad excepted, as platted a part of ASSESSOR'S PLAT No. 110, as recorded in the Liber 52, Page 28 of Plats, Oakland County Records, being more particularly described as follows: Beginning at a point distant $S89^{\circ}45'13''E$ along the North line of Section 3, 71.08 feet and $S02^{\circ}38'47''W$ along the extension of the Easterly line of Centerpoint Parkway (120 feet wide), 67.78 feet from the North 1/4 corner of said Section 3, Township 2 North, Range 10 East, said Point of Beginning being on the South line of South Boulevard (120 feet wide) and Easterly line of said Centerpoint Parkway; thence Due East along Southerly line of said South Boulevard, 1227.63 feet; thence Due South, 185.48 feet; thence $S44^{\circ}50'04''E$, 20.48 feet thence Due East, 453.05 feet; thence $N74^{\circ}26'44''E$, 18.09 feet to a point on the West line of North Connector Road (66 feet wide); thence Due South along the West line of said North Connector Road, 336.65 feet to a point on the North line of Campus Drive (width varies); thence the following five (5) courses along the Northerly line of said Campus Drive: (1) $N89^{\circ}22'30''W$, 856.31 feet; and (2) 356.03 feet along a curve to the left (radius 443.00 feet, central angle $48^{\circ}02'49''$, chord bearing and distance $S87^{\circ}38'08''W$, 346.52 feet); and (3) $S44^{\circ}34'41''W$, 66.60 feet; and (4) 286.63 feet along a curve to the right (radius 350.00 feet, central angle $48^{\circ}33'32''$, chord bearing and distance $S68^{\circ}52'06''W$, 287.83 feet); and (5) $N87^{\circ}23'15''W$, 260.00 feet to a point on the Easterly line of Centerpoint Parkway (120 feet wide); thence Northerly along Easterly line of said Centerpoint Parkway $N02^{\circ}36'47''E$, 783.39 feet to the Point of Beginning. Containing 22.957 acres of land, more or less.

Commonly known as: 1899 Centerpoint Pkwy, Pontiac, MI 48341

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DRAFT 10/22/09 11:10 AM