

EXHIBIT F

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COMPREHENSIVE DEVELOPMENT AGREEMENT

(For the Kewadin Grand River Casino Development Project)

by and between

SAULT ST. MARIE TRIBE OF CHIPPEWA INDIANS

**and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws
of the Sault Ste. Marie Tribe of Chippewa Indians,**

and

CITY OF LANSING

a Michigan municipal corporation

and

LANSING ECONOMIC DEVELOPMENT CORPORATION

a Michigan public development corporation

and

LANSING FUTURE LLC,

a Michigan limited liability company

January 23, 2012

Comprehensive Development Agreement for the
Kewadin Grand River Casino Development

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COMPREHENSIVE DEVELOPMENT AGREEMENT

This Comprehensive Development Agreement (the "Agreement") is made as of January 23, 2012, between the City of Lansing, a Michigan municipal body corporate (the "City"), the Lansing Economic Development Corporation, a Michigan public development corporation organized under P.A. 338 of 1974, as amended, (the "LEDC"), Lansing Future LLC, a Michigan limited liability company (the "Developer"), and the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe, and the Kewadin Casinos Gaming Authority, a duly authorized entity created under the laws of the Sault Ste. Marie Tribe of Chippewa Indians (and collectively referred to as the "Tribe"). All four entities are collectively referred to herein as the "Parties" and each individually as a "Party" where appropriate.

RECITALS

- A. The City holds title to certain parcels of real property located adjacent to the Lansing Center near the intersection of Cedar Street and Michigan Avenue, referred to herein as the "Elevated Parking Ramp Parcel" and the "Showcase Casino Parcel" and more specifically defined in Article 1 below.
- B. The City also holds title to a certain parcel of real property located north of Cooley Law School Stadium, referred to herein as the "City Maintenance Garage Parcel" and more specifically defined in Article 1 below.
- C. The LEDC holds title to a certain parcel of real property located adjacent to the Lansing Center near the intersection of Cedar Street and Michigan Avenue, referred to herein as the "Corner Parcel" and more specifically defined in Article 1 below.
- D. The Tribe, pursuant to the laws of the Sault St. Marie Tribe of Chippewa Indians, has duly granted and authorized the Kewadin Casinos Gaming Authority to enter into this Agreement and otherwise act on its behalf with respect to actions, obligations, duties and requirements associated with the Project or described herein.
- E. Prior to the execution of this Agreement, the Developer has contracted with the Tribe, by way of separate contract, to provide financial assistance to the Tribe relative to the tribal gaming facilities, to be owned, operated and maintained by the Tribe, on real property described herein and currently owned by the City and LEDC.
- F. The Tribe has requested that the City and LEDC transfer, as more specifically described herein, all or a portion of the Corner Parcel and the Showcase Casino Parcel to the Tribe for fair market value to further the development and operation of one or more licensed Indian gaming facilities.
- G. Upon acquiring title to the real property owned by the City and the LEDC, the Tribe intends to take the necessary steps to establish its right to conduct tribal gaming on both parcels pursuant to Indian Gaming Regulatory Act, being 25 U.S.C., Section 2701 *et seq.*

- H. Once the Tribe establishes its right to conduct Indian gaming, the Tribe intends to construct a separate temporary Indian gaming casino on the Corner Parcel currently owned by the LEDC. Following commencement of Indian gaming operations in the temporary casino, the Tribe shall begin construction of a permanent casino (the "Showcase Casino Facility" as defined in Article 1 below) north of the Lansing Center on property currently owned by the City. The Showcase Casino Facility shall contain approximately Two Hundred Seventy Nine Thousand (279,000) square feet, of which approximately One Hundred Twenty Five Thousand (125,000) square feet will consist of Indian gaming floor space. Construction of the permanent casino shall require a minimum capital investment of approximately One Hundred Thirty-Five Million Dollars (\$135,000,000.00). Upon completion of the Showcase Casino Facility, the Tribe intends to either begin construction of a "boutique casino" in place of the temporary casino on the Corner Parcel or endeavor to work with the City to reach a mutually agreeable re-use of the Corner Parcel.
- I. In addition to the Indian gaming operations previously described, the Parties desire to construct an approximately Four Hundred (400) space elevated parking ramp on the Elevated Parking Ramp Parcel above the Lansing Center's current loading dock area on property currently owned by the City to support the increased need for parking near the Lansing Center in downtown Lansing.
- J. Prior to the Tribe's Commencement of Construction, as defined in Article 1 below, of the Showcase Casino Facility, the Parties have proposed the sale of the City Maintenance Garage Parcel to the Developer for fair market value. Subsequent to acquiring title, the Developer would demolish the current City Maintenance Garage and construct an approximately Ninety (90) foot public right of way connecting N. Cedar Street and S. Larch Street that would be conveyed to the City for use and dedication as a public right of way.
- K. To accommodate the increased need for parking in the immediate vicinity of the Showcase Casino Facility, the Developer, with the possibility of other private third parties, proposes construction of an approximately Two Thousand Five Hundred (2,500) space parking ramp north of Cooley Law School Stadium.
- L. Given the complexity and scope of this development effort, the Parties intend for this Agreement to be a framework for each phase of development and to set forth each Party's respective undertakings and obligations regarding the real property currently owned by the City and LEDC, along with the terms and conditions governing the Project.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties hereby covenant and agree as follows:

Article 1: DEFINITIONS

1.1 "Affiliates" or "Affiliate" means (a) any shareholder, member, partner or joint venture member of Developer; (b) any person which directly or indirectly through one or more intermediaries controls or is controlled by or is under common control with, the Developer or any of its shareholders, members, partners or joint venture members; and (c) any person for which ten percent (10%) or more of the equity interest in such person is held directly or indirectly, beneficially or of record by (i) Developer; (ii) any of Developer's shareholders, members, partners or joint venture members; or (iii) any Affiliate of Developer under clause (b) of this definition. For purposes of this definition, "person" shall mean any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership trust, or unincorporated organization.

1.2 "Boutique Casino Facility" means the boutique Indian gaming casino that may be constructed on the Corner Parcel in place of the Temporary Casino Facility upon completion of the Showcase Casino Facility.

1.3 "City Council" means the Lansing City Council.

1.4 "City Maintenance Garage" means the structure commonly known as the City Maintenance Garage located on the City Maintenance Garage Parcel as referenced on Exhibit B.

1.5 "City Maintenance Garage Parcel" means the real property described on Exhibit B to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in anyway appertaining thereto.

1.6 "City Market Drive" means the real property described on Exhibit D to this Agreement and labeled "Museum Drive", together with all rights, covenants and appurtenances belonging or in anyway appertaining thereto.

1.7 "Commencement of Construction" means the earlier of either the first day that the footings are poured for the construction of any building or structure described herein or the first day when any soil is removed, excavated or otherwise disturbed from its current condition as of the Effective Date.

1.8 "Corner Parcel" means the real property described in Exhibit C to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in any way appertaining thereto.

1.9 "Corner Parcel Option" means the Tribe's right to purchase the Corner Parcel, which right to purchase shall terminate on August 1, 2012, as set forth in Article 2.

1.10 "Corner Parcel Closing Agreement" means the written agreement between the Parties, executed before the Corner Parcel Closing Date that shall (i) set forth the written acknowledgement of the Parties of the conveyance of the Corner Parcel from the LEDC to the Tribe; (ii) govern the conveyance of title to the Corner Parcel from the LEDC to the Tribe; and (iii) confirm the irrevocable commitment of the Parties to proceed with the closing of the Corner

Parcel and their other respective covenants and obligations under this Agreement, subject only to the satisfaction of any additional pre-closing conditions set forth in the Corner Parcel Closing Agreement.

1.11 "Corner Parcel Closing Date" means the deadline by which the Tribe must close on the Corner Parcel, being August 1, 2012, except as such date may be extended in accordance with Section 2.2 of this Agreement.

1.12 "Corner Parcel Pre-Closing Period" shall mean the time period beginning on the Effective Date and continuing through and until 5:00 p.m. EST on August 1, 2012, except as such date may be extended in accordance with Section 2.2 of this Agreement, or by mutual written consent of the Parties in accordance with Section 3.7.2.

1.13 "Corner Parcel Site Plan" shall mean the plans, specifications and drawings for the construction and development of the Temporary Casino Facility developed by the Developer and Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.4.

1.14 "Corner Parcel Survey" means an "as-built" ALTA survey of the Corner Parcel, certified to ALTA requirements and complying with such of the minimum standard details, 2005 revisions, as the City reasonably requires, prepared at Developer's expense by an engineer or surveyor who is licensed in the State of Michigan and acceptable to City, which survey shall: (i) include a legal description of the Corner Parcel by metes and bounds (including a reference to a recorded plat, if any), and a computation of the area comprising the Corner Parcel in both acre, gross square feet and net square feet (to the nearest one-hundredth of said respective measurement); (ii) accurately show the location on the Corner Parcel of all improvements, buildings and set-back lines, fences, evidence of abandoned fences, ponds, creeks, streams, rivers, officially designated 100-year flood plains and flood prone areas, canals, ditches, easements, roads, rights-of-way and encroachments; (iii) be certified, and re-certified on an updated "as-built" basis at the time of the completion of the Corner Parcel, to the Developer, the City and the Title Company; (iv) legibly identify any and all recorded matters shown on the Corner Parcel Title Commitment on said survey by appropriate volume and page recording references; (v) show the location of all adjoining streets; and (vi) be satisfactory to the Title Company so as to permit it to amend the standard survey exception in the Corner Parcel Title Policy to be issued to the Developer in connection with the closing.

1.15 "Corner Parcel Title Commitment" means a current commitment issued by the Title Company to the Tribe pursuant to the terms of which the Title Company shall commit to issue the Corner Parcel Title Policy (as defined below) to the Tribe in accordance with the provisions of this Agreement, and initially reflecting all matters which would be listed as exceptions to coverage on the Corner Parcel Title Policy.

1.16 "Corner Parcel Title Policy" means an ALTA Extended Coverage Owner's Policy of Title Insurance, issued by the Title Company as required by the Corner Parcel Closing Agreement, at the cost and expense of the Developer or Tribe, together with the following endorsements: (i) comprehensive endorsement; (ii) access endorsement; (iii) survey endorsement;

(iv) separate tax parcel endorsement; and (v) such other endorsements as are reasonably and customarily required by the Developer or Tribe and approved by the City.

1.17 "Effective Date" means the date the Parties are duly authorized to execute this Agreement.

1.18 "Elevated Parking Ramp" means the elevated parking structure containing approximately Four Hundred (400) parking spaces to be constructed on the Elevated Parking Ramp Parcel.

1.19 "Elevated Parking Ramp Parcel" means the real estate described in Exhibit E to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in any way appertaining thereto.

1.20 "Environmental Laws" means all federal, state and local statutes, ordinances, regulations and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitations, the Clean Air Act, 42 U.S.C., Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C., Section 1251 *et seq.*, and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C., Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 42 U.S.C., Section 4321 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C., Section 651 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C., Section 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C., Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C., Section 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right to Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act, 15 U.S.C., Section 2601 *et seq.*; the Federal Hazardous Materials Transportation Act, 49 U.S.C., Section 1801 *et seq.*; the Atomic Energy Act, 42 U.S.C., Section 2011 *et seq.*; and the Michigan Natural Resources and environmental Protection Act, MCL 324.3101-21551, with implementing regulations and to the extent legally enforceable, guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations, rules and ordinances insofar as they purport to regulate human health, the environment.

1.21 "Event of Default" means any of the events listed in Section 4.5 of this Agreement.

1.22 "Expansion Ramp" means the construction and operation of an approximately 2,500 space parking ramp, and any and all attendant residential or commercial developments contemplated as part of the construction of the Expansion Ramp.

1.23 "Indian Gaming" means any form of gaming operated by the Tribe, or any other entity authorized by the Tribe, pursuant to IGRA.

1.24 "Intergovernmental Agreement?" or "IGA" means the written agreement or agreements between the City and the Tribe, relative to essential services provided by the City to the Temporary Casino Facility on the Corner Parcel, the Showcase Casino Facility on the Showcase Casino Parcel and/or the subsequent Boutique Casino Facility on the Corner Parcel.

1.25 “IGRA” means the Indian Gaming Regulatory Act, Pub. L. No. 100-497, 25 U.S.C. § 2701, *et seq.*

1.26 “Lansing Center” means the real property and structure thereon commonly known as the Lansing Convention Center located at 333 East Michigan Avenue, Lansing, Michigan 48933 and owned by LEPFA.

1.27 “Legal Claim” means any demand, cause of action, suit, administrative, civil or criminal proceeding asserted by or against any Party to this Agreement that would preclude any form of gaming.

1.28 “LEPFA” means the Lansing Entertainment & Public Facilities Authority, an administrative authority and agency of the City.

1.29 “Mayor” means the duly elected Mayor of the City of Lansing, Michigan.

1.30 “Michigan Indian Land Claims Settlement Act” or “MILCSA” means the Michigan Indian Land Claims Settlement Act, being Pub. L. No 105-143, § 108 (1997) (“MILCSA”).

1.31 “Permitted Exceptions” means liens for taxes not yet due and payable and all other items of record approved by the Developer during the Due Diligence Period

1.32 “Permanent Interior Access Area” means the space within the Lansing Center where the Showcase Casino Facility will be connected to the Lansing Center.

1.33 “Permanent Interior Access Area Plans” shall mean the plans, specifications and drawings for the construction and development of the Permanent Interior Access Area within the Showcase Casino Facility and describing how the Lansing Center will be modified or connected to the Showcase Casino Facility, developed by the Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.9.

1.34 “Phase I Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 3 in accordance with this Agreement.

1.35 “Phase II Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 4 in accordance with this Agreement.

1.36 “Phase III Development” means the satisfaction or waiver of all terms, conditions and obligations under Article 5, in accordance with this Agreement.

1.37 “Project” shall have the meaning set forth above in the Recitals and include (i) the development and construction of the Temporary Casino Facility, Showcase Casino Facility and Boutique Casino Facility, if necessary; (ii) the development and construction of the Temporary Interior Leasable Space and the Permanent Interior Access Area; (iii) the development and construction of the Elevated Parking Ramp and Relocated City Market Drive; and (iv) the

demolition of the City Garage and construction of the public right of way between Cedar Street and Larch Street in accordance with the terms and conditions of this Agreement.

1.38 “Project Completion” means the Parties have waived or otherwise satisfied all obligations and duties herein, and have completed construction and are operating or legally allowed to operate, the Temporary Casino Facility and the Showcase Casino Facility, and that the Elevated Parking Ramp is constructed as set forth in this Agreement.

1.39 “Relocated City Market Drive” means the new City Market Drive as more specifically described in attached Exhibit F.

1.40 “Showcase Casino Parcel” means the real estate described on Exhibit A to this Agreement, together with all rights, covenants, rights of way and appurtenances belonging or in anyway appertaining thereto.

1.41 “Showcase Casino Parcel Survey” means an “as-built” ALTA survey of the Showcase Casino Parcel, certified to ALTA requirements and complying with such of the minimum standard details, 2005 revisions, as the City reasonably requires, prepared at Developer’s expense by an engineer or surveyor who is licensed in the State of Michigan and acceptable to City, which survey shall: (i) include a legal description of the Corner Parcel by metes and bounds (including a reference to a recorded plat, if any), and a computation of the area comprising the Showcase Casino Parcel in both acre, gross square feet and net square feet (to the nearest one-hundredth of said respective measurement); (ii) accurately show the location on the Showcase Casino Parcel of all improvements, buildings and set-back lines, fences, evidence of abandoned fences, ponds, creeks, streams, rivers, officially designated 100-year flood plains and flood prone areas, canals, ditches, easements, roads, rights-of-way and encroachments; (iii) be certified, and re-certified on an updated “as-built” basis at the time of the completion of the Showcase Casino Parcel, to the Developer, the City and the Title Company; (iv) legibly identify any and all recorded matters shown on the Showcase Casino Parcel Title Commitment on said survey by appropriate volume and page recording references; (v) show the location of all adjoining streets; and (vi) be satisfactory to the Title Company so as to permit it to amend the standard survey exception in the Showcase Casino Parcel Title Policy to be issued to the Developer in connection with the closing.

1.42 “Showcase Casino Parcel Closing Agreement” means the written agreement between the Parties, executed before the Corner Parcel Closing Date that shall (i) set forth the written acknowledgement of the Parties of the conveyance of the Showcase Casino Parcel from the City to the Tribe; (ii) govern the conveyance of title to the Showcase Casino Parcel from the City to the Tribe by warranty deed; and (iii) confirm the irrevocable commitment of the Parties to proceed with the closing of the Showcase Casino Parcel and their other respective covenants and obligations set forth in this Agreement and subject only to the satisfaction of any additional pre-closing conditions set forth in the Showcase Casino Parcel Closing Agreement.

1.43 “Showcase Casino Site Plan” shall mean the plans, specifications and drawings for the construction of the Showcase Casino Facility, developed by the Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.8.

1.44 "Showcase Casino Parcel Title Commitment" means a current commitment issued by the Title Company to the Tribe pursuant to the terms of which the Title Company shall commit to issue the Showcase Casino Parcel Title Policy (as defined below) to the Tribe in accordance with the provisions of this Agreement, and initially reflecting all matters which would be listed as exceptions to coverage on the Showcase Casino Parcel Title Policy.

1.45 "Showcase Casino Parcel Title Policy" means an ALTA Extended Coverage Owner's Policy of Title Insurance, issued by the Title Company at the cost and expense of the Developer and Tribe, together with the following endorsements: (i) comprehensive endorsement; (ii) access endorsement; (iii) survey endorsement; (iv) separate tax parcel endorsement; and (v) such other endorsements as are reasonably and customarily required by the Developer and Tribe, and approved by the City.

1.46 "Showcase Casino Facility" means the permanent Indian gaming casino to be constructed and located on the Showcase Casino Parcel.

1.47 "Showcase Casino Facility Business Plan" shall mean the budget for the cost of constructing the Showcase Casino Facility pursuant to the approved Showcase Casino Facility Site Plan in accordance with the terms and conditions of this Agreement to be a fully functioning and operational Indian gaming facility.

1.48 "Temporary Casino Facility" means the temporary Indian gaming casino to be located and constructed on the Corner Parcel.

1.49 "Temporary Casino Facility Business Plan" means the budget for the cost of constructing the Temporary Casino Facility pursuant to the approved Corner Parcel Project Site Plan.

1.50 "Temporary Interior Leasable Space" means the space within the southeast corner of the Lansing Center for administrative offices and other functions with regard to the operation and management of the Temporary Casino Facility.

1.51 "Temporary Interior Leasable Space Plan" means the plans, specifications and drawings for the construction and development of the Temporary Interior Leasable Space developed by the Developer and Tribe and submitted to the City for approval in accordance with the terms and conditions of this Agreement, including but not limited to Section 3.2.5.

1.52 "Tribal Board of Directors" means the Tribe's twelve member governing Board of Directors.

Article 2: RIGHT TO PURCHASE

2.1 Agreement to Purchase and Construct. Subject to each Party's respective governing boards approving this Agreement, the Tribe agrees to purchase and the LEDC agrees to sell, the Corner Parcel subject to the deadlines, terms and conditions stated herein. After the Tribe closes on the acquisition of the Corner Parcel, the Tribe shall be required to construct the Temporary Casino Facility on the Corner Parcel, subject to satisfaction or waiver of all contingencies stated herein. The Tribe's election to close on the Corner Parcel shall also obligate

the City to sell to the Tribe, and Tribe to purchase from the City, the Showcase Casino Parcel and thereafter complete construction of the Showcase Casino Facility, subject to the Corner Parcel being eligible for conducting gaming under federal law and subject to the deadlines, terms and conditions stated herein.

2.2 Term of the Corner Parcel Option. The Tribe must close or execute the Corner Parcel Closing Agreement for the purchase of the Corner Parcel no later than August 1, 2012. If the Tribe fails to close on the acquisition of the Corner Parcel prior to August 1, 2012, then the Tribe's right to acquire the Corner Parcel and the Showcase Casino Parcel shall terminate automatically; provided, however, that if any Legal Claim is asserted by or against any Party to this Agreement prior to closing on the acquisition of the Corner Parcel, the Tribe's right to acquire the Corner Parcel and obligation to acquire the Showcase Casino Parcel and construct the Showcase Casino Facility shall be extended pending resolution of the Legal Claim, but in no event extend beyond 5:00 PM EST on January 1, 2017, regardless of the assertion of a Legal Claim, unless extended by the written consent of the Tribe, Developer and City.

PHASE I DEVELOPMENT

Article 3: DUE DILIGENCE, WARRANTIES AND COVENANTS DURING THE CORNER PARCEL PRE-CLOSING PERIOD

3.1 Overview and Initial Covenants The Corner Parcel Pre-Closing Period shall begin on the Effective Date and extend through 5:00 PM EST on August 1, 2012. The Corner Parcel Pre-Closing Period may be extended because of the assertion of a Legal Claim as stated in Section 2.2 above during the Corner Parcel Pre-Closing Period, or, if a Legal Claim is not asserted, for a period of 200 days from the expiration of the Corner Parcel Pre-Closing Period, or longer, as agreed to in writing by all Parties hereto. The Parties shall exert all reasonable efforts to undertake and satisfy all obligations and conditions set forth below, all of which must be satisfied or waived prior to the Tribe closing on the acquisition of the Corner Parcel. The Parties covenant and agree to make all commercially reasonable efforts to complete all of the following actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline stated herein and to notify the other Parties hereto when a Party reasonably believes any of the following actions are unable to be completed or cannot be completed by the expiration of the Corner Parcel Pre-Closing Period or earlier deadline as set forth in this Agreement. In addition, the Parties recognize that many of the following obligations and actions require participation, approval or consent of the Parties. As such, the Parties expressly agree to reasonably cooperate relative to the satisfaction of any obligation or action required to complete the Project as required by this Agreement, or any other Agreement required herein.

3.2 Developer and Tribe's Due Diligence Obligations During the Corner Parcel Pre-Closing Period.

3.2.1 Due Diligence. No later than ninety (90) days from the Effective Date, the Developer and Tribe shall complete or satisfy the following obligations in this Section 3.2.1 so the Parties can identify, remedy or otherwise waive any threshold condition or obstacle relative to the transfer of the Corner Parcel or the Showcase Casino Parcel.

(a) The Developer and Tribe will conduct and complete all investigations with respect to the Corner Parcel and Showcase Casino Parcel and provide the City, LEDC and Tribe with written confirmation of its satisfaction with:

(i) The Developer and Tribe will determine the state and condition of title as reflected in the Corner Parcel Title Commitment, the Showcase Casino Parcel Title Commitment, the Corner Parcel Survey and the Showcase Casino Parcel Survey, including written confirmation of the Permitted Exceptions relative to each commitment, subject to any title objections being timely raised and resolved in accordance with this Section 3.2;

(ii) The environmental condition, including soil conditions, of the Corner Parcel and Showcase Casino Parcel, pursuant to the Phase I and Phase II environmental assessments obtained by the City and LEDC, as more specifically described in Section 3.3.2 below.

(b) To the extent the Developer or Tribe is not satisfied with or objects to any of the foregoing items in Section 3.2.1, the Developer and Tribe shall provide all other Parties with written notice of the objection. The City shall respond on behalf of it and the LEDC within ten (10) business days of receipt of such objection indicating in writing whether and on what terms the City or the LEDC will undertake to resolve the objection to the reasonable satisfaction of the Developer and Tribe prior to the expiration of the Corner Parcel Pre-Closing Period. If, however, the City elects in writing not to resolve any objection under this Section 3.2.1, then within five (5) business days after its receipt of such election, the Developer and Tribe must provide written notice of either (i) the Developer and Tribe's willingness to proceed without such resolution, with such waiver being codified in the final Corner Parcel Closing Agreement; or (ii) the Developer or Tribe's election to terminate this Agreement.

(c) The Developer shall pay the cost for all title work, surveys, environmental and geotechnical information, and other due diligence, including copies of title policies, title exception documents, surveys, environmental reports, assessment data, and lien and litigation searches as necessary to satisfy its own due diligence requirements relative to the Corner Parcel and the Showcase Casino Parcel.

(d) The Developer and Tribe shall have access to the Corner Parcel and the Showcase Casino Parcel during the Due Diligence Period to perform its due diligence after (i) providing reasonable advance notice to the City, LEDC and LEPPA; (ii) when required by the City, procuring liability insurance for such activities with the coverage and insurance provider approved by the City, such approval not to be unreasonably withheld; and (iii) obtaining the written consent of the City, LEDC and LEPPA in advance of performing any invasive testing, which consent shall not be unreasonably withheld.

(e) In addition to any other indemnification obligations set forth in this Agreement, the Developer will indemnify and hold the City and LEDC harmless from any and all liability in connection with the inspection activities of the Developer or Tribe, their employees, agents, contractors and representatives on the Corner Parcel or the Showcase Casino Parcel.

3.2.2 Entity Structure and Information.

(a) Not later than thirty (30) days in advance of the expiration of the Corner Parcel Pre-Closing Period, Developer will deliver to the City and Tribe for approval, and the City and Tribe shall keep confidential to the extent permitted by law, entity information with respect to itself, its members and investors that are involved in the Project, including without limitation:

(i) An organizational chart showing the relationships among Developer, its members and investors that are involved in the Project.

(ii) Upon the request of the City or Tribe, the Developer will make available for reasonable inspection by the City and Tribe, updated financial information for the Developer, including but not limited to current balance sheets and operating statements for the past two years for the Developer, names and addresses for all investors, officers and members, and the amount each person or entity has contributed or invested with the Developer.

(iii) Certified articles of organization (or incorporation) from the jurisdiction of its organization (or incorporation) for the Developer and its Affiliates involved in the Project, which City or LEDC may reasonably require be updated after execution of the Corner Parcel Closing Agreement to a date no earlier than thirty (30) days before the Corner Parcel Closing Date.

(iv) A Good Standing Certificate from the State of Michigan Department of Licensing and Regulatory Affairs for the Developer and, if applicable, its Affiliates involved in the Project, which the City or LEDC may reasonably require be updated after execution of the Corner Parcel Closing Agreement to a date no earlier than thirty (30) days before the Corner Parcel Closing Date.

(b) Any approval of the entity structure from the City or Tribe shall be included in the Corner Parcel Closing Agreement.

3.2.3 Relocated City Market Drive. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer shall provide the City and Tribe with sufficient evidence of a valid and binding option to purchase, subject to the City and Tribe's sole discretion, that the Developer has acquired, on behalf of the City, sufficient interest in the real property north of the Lansing Center that will comprise the Relocated City Market Drive and sufficient evidence that the real property to be acquired by the Developer is suitable for the Relocated City Market Drive as a public right of way that will be owned by the City.

3.2.4 Corner Parcel Site Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer and Tribe shall prepare and submit a Corner Parcel Project Site Plan relative to the Temporary Casino Facility to the City for approval, with such approval not to be unreasonably withheld. The Corner Parcel Site Plan shall comply with all applicable tribal, federal, state land local laws, rules, regulations and ordinances. All costs and expenses of preparing the Corner Project Site Plan or any other related documents or

submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the responsibility of the Developer or Tribe, but in no event a responsibility of the City or LEDC.

3.2.5 Temporary Interior Leasable Space Plan. If the Corner Parcel Site Plan requires additional non-gaming space inside the Lansing Center, that does not otherwise affect any financial obligation held by the City or LEDC, the Developer and Tribe, prior to the expiration of the Corner Parcel Pre-Closing Period, shall prepare and submit to the City the Temporary Interior Leasable Space Plan depicting the Temporary Interior Leasable Space needed for the Temporary Casino Facility, to the City for approval, with such approval not to be unreasonably withheld. All costs and expenses of preparing the Temporary Interior Leased Space Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the sole responsibility of the Developer.

3.2.6 Temporary Casino Facility Business Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Developer and Tribe will deliver to the City for approval, with such approval not to be unreasonably withheld, the Temporary Casino Facility Business Plan that shall include, but not be limited to, good faith revenue projections for the Temporary Casino Facility.

3.2.7 Temporary Casino Facility Construction Schedule. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver a construction schedule for the Temporary Casino Facility to the City.

(a) The construction schedule for the Temporary Casino Facility shall not substantially deviate from the construction schedule submitted to the City unless the deviation is caused by or from the assertion of a Legal Claim, and the Tribe and Developer shall, in good faith, seek to comply with the construction schedule submitted to the City and impose all deadlines in the construction schedule on all contractors involved in the construction of the Temporary Casino Facility.

3.2.8 Showcase Casino Parcel Site Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe shall prepare and submit a Showcase Casino Project Site Plan relative to the Showcase Casino Facility to the City for approval, with such approval not to be unreasonably withheld. The Showcase Casino Parcel Site Plan shall comply with all applicable tribal, federal, state land local laws, rules, regulations and ordinances. All costs and expenses of preparing the Showcase Casino Parcel Site Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall be the responsibility of the Developer or Tribe, but in no event a responsibility of the City or LEDC.

3.2.9 Permanent Interior Access Area Plans. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe shall prepare and submit to the City the Permanent Interior Access Area Plan regarding the Permanent Interior Access Area within the Showcase Casino Facility, including, but not limited to, plans regarding how the Lansing Center will be modified or "connected" to the Showcase Casino Facility, to the City for approval, with

such approval given under the sole discretion of the City. All costs and expenses of preparing the Permanent Interior Access Area Plan or any other related documents or submissions, including but not limited to survey drawings, engineering plans and consultants' costs shall not be the responsibility of the City or LEDC.

3.2.10 Showcase Casino Facility Business Plan. Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver to the City for approval, with such approval not to be unreasonably withheld, the Showcase Casino Facility Business Plan that shall include, but not be limited to, good faith revenue projections for the Showcase Casino Facility.

3.2.11 Showcase Casino Facility Construction Schedule.

(a) Prior to the expiration of the Corner Parcel Pre-Closing Period, the Tribe will deliver a construction schedule for the Showcase Casino Facility to the City.

(b) The construction schedule for the Showcase Casino Facility shall not substantially deviate from the construction schedule submitted to the City unless the deviation is caused by or from the assertion of a Legal Claim, and the Tribe shall, in good faith, seek to comply with the construction schedule submitted to the City and impose all deadlines in the construction schedule on all contractors involved in the construction of the Showcase Casino Facility.

3.3 City and LEDC's Obligations During the Corner Parcel Pre-Closing Period. The City and LEDC will perform the following during the Corner Parcel Pre-Closing Period:

3.3.1 No later than ten (10) days after the Effective Date, City and LEDC will provide any additional due diligence information in their possession regarding the Corner Parcel and the Showcase Casino Parcel not already provided to the Developer or Tribe. All due diligence provided by the City or the LEDC with respect to the Corner Parcel or the Showcase Casino Parcel shall be made without representation or warranty of any kind.

3.3.2 The City or LEDC will commission an independent third party environmental consulting firm of their choosing to conduct Phase I and Phase II assessments on the Corner Parcel, the Showcase Casino Parcel and the Elevated Parking Ramp Parcel. The City or LEDC will provide to the Developer and Tribe the Phase I and II assessments on all three parcels no later than thirty (30) days prior to the expiration of the Corner Parcel Pre-Closing Period.

3.3.3 The City will provide copies of all appraisals in possession of the City or LEDC relative to the Corner Parcel, the Showcase Casino Parcel, the Elevated Parking Ramp Parcel and the City Maintenance Garage Parcel no later than thirty (30) days prior to the expiration of the Corner Parcel Pre-Closing Period.

3.3.4 Any additional due diligence the City or LEDC deems necessary and appropriate to move forward with any part of the Project.

3.4 Covenants of the Developer During the Corner Parcel Pre-Closing Period.

3.4.1 The Developer will, in good faith and timely manner, review and submit all necessary reports, documents, materials, plans and schematics required herein or relative to the Project that require approval by the City or LEDC.

3.4.2 The Developer covenants and agrees to make all commercially reasonable efforts to complete all of the described actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadlines stated herein. The Developer further covenants and agrees to notify the City, LEDC and Tribe in writing if and when the Developer reasonably believes any of the actions required under this Article 3 are unable to be completed or cannot be completed by the deadline stated herein.

3.4.3 Prior to the expiration of the Corner Parcel Closing Date, Developer shall complete all additional inspections deemed necessary by the Developer and Tribe with respect to the Corner Parcel and the Showcase Casino Parcel. The Developer and Tribe shall provide the City and LEDC written notice in the event the Developer and Tribe determine, in their sole discretion, that it is not financially feasible for one or both properties to be developed or used as provided in this Agreement. If the Developer and Tribe make such a determination, this Agreement shall terminate upon the date written notice is given by the Developer and Tribe to the City and the Parties hereto shall have no further obligations to proceed under this Agreement, unless expressly stated herein, or with respect to any other aspect of the Project.

3.5 Covenants of the City and LEDC.

3.5.1 The City and LEDC will, in good faith and timely manner, review all necessary reports, documents, materials, plans and schematics required herein or relative to the Project that require approval by the City or LEDC.

3.5.2 The City and LEDC covenant and agree to make all commercially reasonable efforts to complete all of the described actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline for same. The City and LEDC further covenant and agree to notify the Developer and Tribe in writing if and when either the City or LEDC reasonably believes any of the actions required under this Article 3 are unable to be completed or cannot be completed by the deadline stated herein.

3.6 Covenants of the Tribe.

3.6.1 The Tribe will, in good faith and timely manner, review all necessary reports, documents, materials, plans and schematics required herein or with respect to the Project. For any necessary report, document, material, plan and schematic prepared for, or submitted to, the City or LEDC for approval under this Agreement or any subsequent agreements required herein, the Tribe shall first review and approve the same before submission to the City or LEDC for approval.

3.6.2 The Tribe covenants and agrees to make all commercially reasonable efforts to complete all of the following actions with respect to the Project during the Corner Parcel Pre-Closing Period on or before the applicable deadline for same. The Tribe further covenants and agrees to notify the City, LEDC and Developer in writing if and when the Tribe reasonably believes any of the actions required under this section are unable to be completed or cannot be completed by the deadline stated herein.

3.6.3 Based on the information available to the Parties as of the Effective Date, the parties anticipate that certain remedial activities will be necessary on the Corner Parcel and the Showcase Casino Parcel for purposes of using the properties as contemplated in this Agreement. Regardless, the Tribe shall purchase both the Corner Parcel and the Showcase Casino Parcel "AS IS" and "WHERE IS". The Tribe's obligations under this Section shall be in accordance with, and subject to, the Tribe's limited waiver of sovereign immunity as provided for in Article 8.

3.6.4 Prior to the expiration of the Corner Parcel Closing Date, Tribe shall complete all additional inspections deemed necessary by the Developer and Tribe with respect to the Corner Parcel and the Showcase Casino Parcel. The Developer and Tribe shall provide the City and LEDC written notice in the event the Developer and Tribe determine, in their sole discretion, that it is not financially feasible for one or both properties to be developed or used as provided in this Agreement. If the Developer and Tribe make such a determination, this Agreement shall terminate upon the date written notice is given by the Developer and Tribe to the City and the Parties hereto shall have no further obligations to proceed under this Agreement, unless expressly stated herein, or with respect to any other aspect of the Project.

3.7 Corner Parcel Pre-Closing Period General Conditions. The following general conditions will apply during the Corner Parcel Pre-Closing Period:

3.7.1 Costs. The City shall not bear any costs or expenses, unless specifically stated herein, including but not limited to reasonable attorneys fees, incurred during the Corner Parcel Pre-Closing Period. Any obligations under this section shall be in addition to the indemnification provided to the City and the LEDC under Article 9 and shall be the responsibility of the Developer.

3.7.2 Extension of Corner Parcel Pre-Closing Period. The Parties may, by written consent, agree to extend the Corner Parcel Pre-Closing Period. Any further extension beyond August 1, 2012 shall constitute an amendment subject to Section 11.9 below.

3.8 Closing Agreements. During the Corner Parcel Pre-Closing Period, the Parties will endeavor to negotiate a mutually acceptable final Corner Parcel Closing Agreement and Showcase Casino Closing Agreement, between the Developer, Tribe, City and LEDC, to include any term, covenant, condition or obligation not specifically addressed herein, but required by any Party to effectuate the transfer of title in the Corner Parcel or the Showcase Casino Parcel. Both closing agreements shall be executed in accordance with this Agreement and the failure to timely finalize both closing agreements shall be a basis for termination of this Agreement. The Corner

Parcel Closing Agreement and the Showcase Casino Parcel Closing Agreement are described in more detail in Section 4.2 below.

3.9 Termination Rights.

3.9.1 If the Parties have not reached an agreement relative to the Corner Parcel Closing Agreement and Showcase Casino Parcel Closing Agreement on or before the expiration date of the Corner Parcel Pre-Closing Period, as the same may be extended pursuant to Section 3.7.2 above, or if any Party has failed to satisfy any obligation stated in this Article 3 relative to that Party's due diligence, investigations, covenants or warranties, this Agreement shall automatically terminate, without the need for any additional action by the Parties, with the exception of any provisions that expressly survive termination. Provided, however, before a Party may elect to terminate this Agreement, the Party electing to terminate this Agreement shall provide written notice to the other Parties of each alleged failure or instance of non-performance. Within five (5) days from receiving such notice, the Parties receiving the written notice shall indicate in writing whether or not the Party will undertake to resolve the alleged failure or non-performance. Upon any termination during the Corner Parcel Pre-Closing Period, the Parties shall have no further obligations under this Agreement and no liabilities, except that Developer shall be liable to the extent any liability has accrued under the indemnification obligations set forth in this Agreement.

3.10 Satisfactory Completion of the Corner Parcel Pre-Closing Period. If prior to the expiration of the Corner Parcel Pre-Closing Period, the Parties have satisfied or waived all terms, conditions and obligations under this Article 3, or have refrained from exercising their respective right to timely terminate this Agreement and are otherwise ready and able to close on the Corner Parcel, and be bound to close on the Showcase Casino Parcel and to construct the Showcase Casino Facility, the Parties may proceed to Phase II of the Project with respect to closing on the Corner Parcel, subject to the terms and conditions stated herein.

PHASE II DEVELOPMENT

Article 4: CLOSING ON THE CORNER PARCEL

4.1 Purchase and Sale of the Corner Parcel. The LEDC agrees to sell and convey or cause to be conveyed to Tribe and Tribe agrees to purchase from the LEDC, the Corner Parcel for fair market value under the terms and conditions stated herein and the Corner Parcel Closing Agreement. Tribe shall pay to the LEDC the sum of (Two Hundred Eighty Thousand Dollars and 00/cents (\$280,000.00) (the "Corner Parcel Purchase Price"), plus or minus proration of any applicable taxes or special assessments, as fair market value for the Corner Parcel. The Tribe shall pay the Corner Parcel Purchase Price to the LEDC in full at the closing of the Corner Parcel subject to the terms and conditions of the Corner Parcel Closing Agreement. Form of payment shall be cash via wire transfer. The transfer of the Corner Parcel from the LEDC to the Tribe shall be made by warranty deed.

4.2 Purchase and Sale of the Showcase Casino Parcel. The City agrees to sell and convey or cause to be conveyed to Tribe and Tribe agrees to purchase from the City, the

Showcase Casino Parcel for fair market value under the terms and conditions stated herein and the Showcase Casino Parcel Closing Agreement. Tribe shall pay to the City the sum of (Nine Hundred Sixty Thousand Dollars and 00/cents (\$960,000.00) (the "Showcase Casino Parcel Purchase Price"), plus or minus the proration or any applicable taxes or special assessments, as fair market value for the Showcase Casino Parcel. The Tribe shall pay the Showcase Casino Parcel Purchase Price in full to the City at the closing of the Showcase Casino Parcel subject to the terms and conditions stated in the Showcase Casino Parcel Closing Agreement. Form of payment shall be cash via wire transfer. The transfer of the Showcase Casino Parcel from the City to the Tribe shall be made by warranty deed.

4.3 Conditions Precedent to Closing on the Corner Parcel. The Parties expressly acknowledge and agree that each of the following conditions in this Section 4.3 be satisfied or waived by the appropriate Party or Parties prior to the Corner Parcel Closing Date:

4.3.1 Corner Parcel Closing Agreement. An acceptance by all Parties and execution of the Corner Parcel Closing Agreement including the waiver or satisfaction of all conditions, if any, set forth in the Corner Parcel Closing Agreement and this Agreement, where applicable, in advance of the Corner Parcel Closing Date.

4.3.2 Showcase Casino Parcel Closing Agreement. An acceptance by all Parties and execution of the Showcase Casino Parcel Closing Agreement including the waiver or satisfaction of all conditions, if any, set forth in the Showcase Casino Parcel Closing Agreement and this Agreement, where applicable, in advance of the Corner Parcel Closing Date.

4.3.3 City of Lansing Resident Preference. Subject to federal and tribal law, and the Tribe's obligation to extend hiring preference to members of federally recognized Indian tribes, the Tribe and the City reaching an agreement with respect to the target number of operational jobs in the Permanent Casino Facility to be first filled with residents of the City.

4.3.4 Construction of the Expansion Ramp. The Tribe approving a plan for the construction and operation of the Expansion Ramp.

4.3.5 Construction of the Elevated Parking Ramp. The Tribe approving a plan for the construction and operation of the Elevated Parking Ramp.

4.3.6 Corner Parcel Site Plan. Approval by City of the Corner Parcel Site Plan.

4.3.7 Showcase Casino Project Site Plan. Approval by the City of the Showcase Casino Project Site Plan.

4.3.8 Permanent Interior Access Area Plan. Approval by the City of the Permanent Interior Access Area Plan for the Showcase Casino Facility, specifically, the area of the Lansing Center that may be modified or "open" to the Showcase Casino Facility and how the two structures are joined or connected together.

4.3.9 Temporary Interior Leasable Space Plan. If necessary, approval by the City of the Temporary Interior Leasable Space Plan for the Temporary Casino Facility.

4.3.10 IGA. The City and Tribe executing one or more Intergovernmental Agreements relative to: (i) Compensation for essential services provided by the City to the Temporary Casino Facility on the Corner Parcel, the Showcase Casino Facility on the Showcase Casino Parcel and the Boutique Casino on the Corner Parcel if necessary; (ii) The City and Tribe reaching a mutually agreeable written agreement relative to the cross deputization of each Party's law enforcement officers; and (iii) The City and the Tribe executing an acceptable revenue sharing agreement relative to revenue generated from gaming operations at the Temporary Casino Facility on the Corner Parcel and the Showcase Casino Facility on the Showcase Casino Parcel, and the Boutique Casino on the Corner Parcel if necessary.

4.3.11 Lease Agreement. If the Parties deem it necessary to utilize space within the Lansing Center relative to non-gaming activities of the Temporary Casino Facility, the City, Tribe and LEPFA executing an acceptable lease agreement relative to the Temporary Interior Leasable Space in the southeast corner of the Lansing Center for administrative offices and functions with regard to the Temporary Casino Facility. The City, LEDC or LEPFA shall bear no cost or expense relative to any approved build-outs or changes within the Temporary Interior Leasable Space or any costs or expenses in returning the Temporary Interior Leasable Space to its original condition, subject to the City's approval.

4.3.12 LEPFA Operating Agreement. The City and LEPFA amending the current Operating Agreement dated October 7, 1996, between the two entities to the extent necessary to be in compliance with this Agreement.

4.3.13 Alcoholic Beverages. The City, LEPFA and Tribe executing a mutually acceptable agreement governing the sale and consumption of alcoholic beverages by either the Tribe or LEPFA in the Lansing Center, the Showcase Casino Facility, the Temporary Casino Facility and the Boutique Casino Facility if necessary.

4.3.14 Corner Parcel Use Agreement. The City and LEDC reaching an acceptable agreement with the Tribe relative to the Corner Parcel that shall afford the City or LEDC the right of continued use of the Corner Parcel in a manner consistent with the Corner Parcel's current use as a parking lot; provided, however, that any use by the City or LEDC shall expire once the Tribe begins construction of the Temporary Casino Facility and shall not unreasonably interfere with the Parties' intent to construct the Temporary Casino Facility or otherwise begin gaming operations on the Corner Parcel.

4.3.15 Tribe's Acceptance of the Condition of the Corner Parcel and the Showcase Casino Parcel. Except as otherwise expressly provided in this Agreement, the Developer and Tribe, subject to the Tribe's written approval, taking title to the Corner Parcel and the Showcase Parcel in an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis without any covenants, representations or warranties of any kind with respect to the environmental condition of the properties. The City disclaims any representations or warranties with respect to either of the following:

(a) Either parcel's condition or the condition of any building, structure or other improvement on, under, in or above the Corner Parcel; and

(b) The suitability of either parcel for any purpose or use contemplated herein or for the Project.

4.3.16 Relocated City Market Drive. Subject to the City and Tribe's discretion, the Developer acquiring a sufficient interest in the real property that will comprise the Relocated City Market Drive and providing sufficient evidence that the real property to be acquired by the Developer is suitable for the Relocated City Market Drive as a public right of way owned by the City.

4.3.17 No Default. There being no Event of Default by the City, LEDC, Developer or Tribe under this Agreement or any other agreement required herein.

4.3.18 Deliverables to the Developer and Tribe. The following documents being duly executed by authorized persons of the City or LEDC and delivered to Developer and Tribe:

(a) A Certified copy of the resolution from the Lansing City Council approving this Agreement; Certificate executed by the City, certifying to City's knowledge of the absence of pending or threatened litigation relative to the Project; and

(b) Such other documents, certificates, and instruments that may be reasonably requested by the Developer.

4.3.19 Deliverables to the City and LEDC. The following documents shall be duly executed by authorized persons of the Tribe or Developer and delivered to the City and LEDC:

(a) A certified copy of the resolution of the Tribe's Board of Directors approving this Agreement and authorizing the Tribal Chairman to execute this Agreement.

(b) A certificate executed by the Developer and Tribe, certifying compliance by the Developer and Tribe with all applicable laws and regulations.

(c) An executed affidavit of the Developer and Tribe certifying that the representations and warranties contained in this Agreement remain true in all material respects.

(d) A certification by the Tribe and Developer that there is no uncured default by either Party under this Agreement or the Corner Parcel Closing Agreement.

(e) The Developer's Certificate of Good Standing.

(f) A certificate of Developer with respect to its entity status and authorization to affect the Closing.

(g) Corner Parcel Title Policy in the required amount as described in the Corner Parcel Closing Agreement

4.3.20 Closing Payments, Costs and Adjustments. In addition to the Corner Parcel Purchase Price, the following costs, fees and expenses shall be apportioned on the closing statement for the closing on the Corner Parcel:

(a) The Parties agree that (i) Tribe shall be solely responsible for the cost of the transfer tax due upon recording, if any, of the Corner Parcel deed and the cost of the owner's policy of title insurance; and (ii) Tribe shall be responsible for all other closing costs including without limitation any title company charge for the closing on the Corner Parcel.

(b) Tribe shall pay to the City all costs and expenses approved by the Developer that nonetheless remain unpaid as of the date of closing on the Corner Parcel, subject to Section 3.7.2.

4.4 Additional Development Covenants to be Addressed in the Corner Parcel Closing Agreement. The Developer and Tribe, as the case may be, agree to the following with respect to the Corner Parcel Closing Agreement, and covenant and agree to undertake the following actions to develop the Temporary Casino Facility:

4.4.1 Required Approvals. The Tribe shall diligently seek to obtain all necessary approvals, including but not limited to the United States, or its respective agencies or departments at no cost to the City or LEDC.

4.4.2 Temporary Casino Facility Construction. The following terms and conditions shall also apply to the construction of the Temporary Casino Facility and be included in the Corner Parcel Closing Agreement:

(a) Construction Site Obligations. All staging and storage of construction materials and equipment for the Temporary Casino Facility shall be conducted on and limited to the Corner Parcel unless expressly agreed to by the City in the Corner Parcel Closing Agreement or in a subsequent written agreement between the Parties. Tribe shall use reasonable efforts to construct the Temporary Casino Facility and conduct construction activities with minimal disruption to residents and owners of properties neighboring the Corner Parcel and to traffic patterns in and around the area. Tribe shall provide its own site security protection during construction of the Temporary Casino Facility. Notwithstanding the foregoing, the Tribe may erect on the Corner Parcel a construction and/or marketing trailer and signage advertising the Project as agreed to and stated in the Corner Parcel Closing Agreement.

(b) Construction and Materials Standards. All improvements to be constructed by the Tribe pursuant to this Agreement, or any other necessary or subsequent agreement, will be performed with good workmanship and new quality materials in accordance with the approved Corner Parcel Site Plan and the Corner Parcel Closing Agreement.

(c) Safety Standards. During the period of any construction by the Tribe on any portion of the Project, the Tribe shall erect or cause to be erected a fence or other suitable construction barrier(s) in accordance with customary construction safety practices

and all applicable regulatory requirements and shall take all other safety measures reasonably designed to protect children and pedestrians from such construction.

(d) Further Assurances. The Developer and Tribe covenant and agree to provide notice to the City of the occurrence or non-occurrence of any event having a material adverse effect on the Tribe's ability to complete the Project, or any portion of the Project, including but not limited to the construction and operation of the Temporary Casino Facility, in a timely fashion or to fulfill its obligations under this Agreement.

4.4.3 Commencement of Proceedings. The Developer or Tribe shall notify City in writing within ten (10) days after the Developer or Tribe receives any written notice of the commencement or assertion of a legal claim.

4.5 Post Closing Default. The occurrence of any Event of Default shall constitute a default with respect to the Project under this Agreement, entitling the non-defaulting or non-breaching Party or Parties to their respective remedies pursuant to this Agreement and all other rights and remedies provided by law. Should an Event of Default occur by the Developer, the City, LEDC and Tribe will work cooperatively to fulfill any remaining obligations under this Agreement or any additional agreements contemplated herein to further advance or complete the Project. The following events shall be separately considered an Event of Default:

4.5.1 Showcase Casino Parcel Closing. The Tribe fails to timely close on the Showcase Casino Parcel.

4.5.2 Governmental Approvals. The Tribe fails to obtain any necessary approvals required by law, including but not limited to any necessary approvals from the United States to allow Indian gaming on either the Corner Parcel or the Showcase Casino Parcel.

4.5.3 Construction of the Showcase Casino Facility. The Tribe fails to construct the Showcase Casino Facility in a timely manner, subject to the contingencies and exceptions listed below in Article 5.

4.5.4 Payment Default. The Developer or Tribe fails to pay to the City or LEDC when due, or within ten (10) days after written notice of such failure to pay, any payment obligations to the City or LEDC under this Agreement or any other agreement contemplated herein.

4.5.5 Performance Default. The Developer or Tribe fails to cure its non-performance of any covenant, agreement, obligation, term or condition set forth in this Agreement within thirty (30) days after written notice thereof from City to the Developer and Tribe unless extended or waived by the City or LEDC.

4.5.6 Project Document Default by Tribe. Tribe is in default past applicable notice and cure periods required in this Agreement.

4.5.7 Project Document Default by Developer. The Developer is in default past applicable notice and cure periods required under this Agreement.

4.5.8 Bankruptcy by Developer. If at any time prior to Project Completion, Developer becomes insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors, shall file a petition in bankruptcy, shall voluntarily be adjudicated insolvent or bankrupt or shall admit in writing the inability to pay debts as they mature, shall petition or apply to any tribunal for or shall consent to or shall not contest the appointment of a receiver, trustee, custodian or similar officer for Developer or for a substantial part of the assets of Developer, or shall commence any case, proceeding or other action under any bankruptcy, reorganization, arrangement, readjustment or debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, such an event shall be deemed an Event of Default as to the Developer only.

4.5.9 Dissolution of Developer. Any dissolution, termination, or partial or complete liquidation of Developer prior to completion of the Project.

4.5.10 Project Document Default by the City or LEDC. City or LEDC is in default past applicable notice and cure periods under any material document related to the Project or contemplated herein unless extended or waived by the Developer or Tribe.

4.6 Post-Closing Period Remedies Against the City or LEDC. The remedy available to all Parties against the City or LEDC, for an Event of Default occurring after closing on the Corner Parcel under this Agreement or any other subsequent agreement required herein, is limited to the remedy of specific performance.

4.7 Post-Closing Period Remedies Against the Tribe or Developer. The remedy available to all Parties against the Developer or Tribe, and subject to the Tribe's limited waiver of sovereign immunity as stated in Article 8, for an Event of Default occurring after closing on the Corner Parcel under this Agreement or any other subsequent agreement required herein, is (i) actual damages for claims arising solely based on the terms and conditions of this Agreement, excluding all consequential or speculative damages and/or (ii) specific performance.

4.8 Additional Remedies Available to the City. In addition, and notwithstanding Sections 4.6 and 4.7 above, the failure of the Tribe to commence or otherwise continue Indian gaming activities as contemplated herein with respect to the Temporary Casino Facility, the Showcase Casino Facility or the Boutique Casino Facility if applicable, the City, upon written notice to the Tribe, shall have the right to the following remedies with respect to the Corner Parcel and the Showcase Casino Parcel:

(a) Remedy Prior to Closing on the Corner Parcel. Terminate the Tribe's right to acquire title in the Corner Parcel and/or the Showcase Casino Parcel; provided, however, that such termination occurs before the Tribe takes title to the Showcase Casino Parcel.

(b) Remedies After Closing on the Corner Parcel. Once the City transfers title to the Corner Parcel, the following non-exclusive remedies are available to the City and LEDC:

(i) If the Corner Parcel has not been accepted into trust by the United States within five (5) years of the Tribe beginning the application process, the Tribe shall take all reasonable steps to re-convey the Corner Parcel to the City or LEDC, as will be designated by the City, for the Corner Parcel Purchase Price as stated in Section 4.1 as consideration for title to the Corner Parcel, which shall be the same quality of title the Tribe received from the LEDC and the Tribe's right to purchase the Showcase Casino Parcel shall terminate;

(ii) If the Corner Parcel has been accepted into trust by the by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, the Tribe will undertake and pursue all reasonable efforts within its control to re-convey the Corner Parcel to the City or LEDC for the Corner Parcel Purchase Price as stated in Section 4.1. However, if the Corner Parcel has been accepted into trust by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, and the Tribe is unable to re-convey the Corner Parcel to the City or LEDC within 365 days from the Tribe initiating efforts to return the property, the Tribe and City shall enter into a long term lease-back for a term of twenty-five (25) years with an option to renew for another twenty-five (25) years subject to 25 CFR 162 as it exist or may be amended. The long term lease shall include the City's right to take possession of any and all structures erected on the Corner Parcel or Showcase Casino Parcel and require an annual nominal lease payment not to exceed \$1 annually

(iii) If the Showcase Casino Parcel is acquired by the Tribe but has not been accepted into trust by the United States within five (5) years of the Tribe beginning the application process, the City may elect to repurchase the Showcase Casino Parcel for the Showcase Casino Parcel Purchase Price as stated in Section 4.2 as consideration for title to the Showcase Casino Parcel, which shall be the same quality of title the Tribe received from the City;

(iv) If the Showcase Casino Parcel has been accepted into Mandatory Trust by the Bureau of Indian Affairs, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, the Tribe will undertake and pursue all reasonable efforts within its control to re-convey the Showcase Casino Parcel to the City. However, if the Showcase Casino Parcel has been accepted into trust by the United States, but a final adverse determination of a legal claim prohibits gaming activities as contemplated herein, and the Tribe is unable to re-convey the Showcase Casino Parcel to the City within 365 days from the Tribe initiating efforts to return the property, the Tribe and City shall enter into a long term lease-back for a term of twenty-five (25) years, with an option to renew for another twenty-five (25) years, subject to 25 CFR 162 as it exist or may be amended. The long term lease shall include the City's right to take possession of any and all structures erected on the Showcase Casino Parcel and require an annual nominal lease payment not to exceed \$1 annually.

PHASE III DEVELOPMENT

Article 5: SHOWCASE CASINO DEVELOPMENT

5.1 Development of the Showcase Casino Parcel. The Parties agree that Tribe's closing on the Corner Parcel shall bind the Parties to proceed with all other components and obligations of the Project. As such, once closing occurs on the Corner Parcel, Developer and Tribe shall be obligated and bound to perform the following:

5.1.1 Closing on the Showcase Casino Parcel. Once Tribe closes on the acquisition of the Corner Parcel, Tribe shall also be required to close on the purchase of the Showcase Casino Parcel at a later date pursuant to the Showcase Casino Parcel Closing Agreement. Tribe shall be required to close on the acquisition of the Showcase Casino Parcel on or before January 1, 2014, subject to the assertion of a Legal Claim, but regardless of the assertion of a legal claim, the Tribe shall be required to close on the Showcase Casino Parcel on or before January 1, 2017, unless extended by written agreement of the Parties.

5.1.2 Construction of the Showcase Casino Facility. Tribe shall be required to commence construction of the Showcase Casino Facility within Two Hundred (200) days of the Showcase Casino Parcel being accepted into trust by the United States government, subject to the terms, conditions and specifications stated herein and in the Showcase Casino Parcel Closing Agreement, unless extended because of the assertion of a Legal Claim. Once Tribe commences construction of the Showcase Casino Facility, the Tribe shall be required to complete construction in accordance with the Showcase Casino Parcel Site Plan. Prior to Commencement of Construction of the Permanent Casino Facility, the Showcase Casino Parcel Closing Agreement shall require Tribe, and Tribe agrees, to require the general contractor to procure an adequate construction or completion bond, subject to the City's approval, with such approval not to be unreasonably withheld, for the total estimated construction costs pursuant to the approved Showcase Casino Parcel Site Plan.

5.1.3 The City's Contingencies to Closing on the Showcase Casino Parcel. The City's obligation to close on the Tribe's acquisition of the Showcase Casino Parcel is contingent on satisfaction of the following:

(a) The Tribe successfully transferring the Corner Parcel into trust and establishing its right to conduct gaming activities on both properties.

(b) The City's approval or waiver of all contingencies, terms and conditions in the Showcase Casino Parcel Closing Agreement.

(c) Easement Agreement. The City reaching an acceptable easement agreement relative to the ingress and egress to the Lansing Center from and to the Relocated City Market Drive relative to the area of Relocated City Market Drive that traverses under the most western portion of the Showcase Casino Facility.

(d) Showcase Casino Parcel and City Market Drive Use Agreement. The City and LEDC reaching an acceptable agreement with the Tribe relative to the

Showcase Casino Parcel and the City Market Drive that shall afford the City or LEDC the right of continued use of the Showcase Casino Parcel and the City Market Drive in a manner consistent with the Showcase Casino Parcel and City Market Drive's current use as a parking lot and ingress and egress, respectively. However, any use by the City or LEDC shall expire once the Tribe begins construction of the Showcase Casino Facility and shall not unreasonably interfere with the Parties' intent to construct the Showcase Casino Facility or otherwise begin gaming operations on the Showcase Casino Parcel.

5.2 Additional Covenants Relative to the Showcase Casino Parcel.

5.2.1 Relocated City Market Drive. The Parties agree, based on the initial survey of the Showcase Casino Parcel and the preliminary plans for the Showcase Casino Facility provided to the City, that a portion of the real property currently known as City Market Drive will be transferred to the Tribe as part of the Showcase Casino Parcel under the Showcase Casino Parcel Closing Agreement. Furthermore, the Parties agree that Developer shall acquire a portion of the real property north of the current City Market Drive prior to the Tribe taking title to the Showcase Casino Parcel and transfer the newly acquired property to the City for use as Relocated City Market Drive. Although the Parties agree that this portion of the project will be addressed in more detail in the Showcase Casino Parcel Closing Agreement, the Parties agree that Developer shall incur all costs and expenses relative to the current City Market Drive being moved north to create the new Relocated City Market Drive and that once Developer has completed all necessary improvements for the new Relocated City Market Drive, Developer shall deliver marketable title to the City for real and valuable consideration given herein.

Article 6: ELEVATED PARKING RAMP DEVELOPMENT

6.1 Construction of the Elevated Parking Ramp. Given the scope of the overall Project, the Parties recognize the need for additional parking in close proximity to the Lansing Center. To adequately address this need, the Parties intend to construct the Elevated Parking Ramp on the Elevated Parking Ramp Parcel, which is currently owned by the City.

6.2 Timing of Construction. Construction of the Elevated Parking Ramp shall begin at or about the time necessary for the Elevated Parking Ramp to be completed at approximately the same time construction of the Showcase Casino Facility is completed. The Party or Parties charged with constructing the Elevated Parking Ramp shall make every reasonable effort to ensure construction is completed within this time frame.

6.3 City's Election to Construct. The City currently holds title to the Elevated Parking Ramp Parcel. As of the Effective Date, the Parties contemplate that the City will construct and manage the Elevated Parking Ramp. However, the Parties recognize that several years may pass between the Effective Date and the date of Commencement of Construction of the Elevated Parking Ramp and that the City may elect to construct, operate or manage the Elevated Parking Ramp, subject to the following:

6.3.1 Within sixty (60) days after Commencement of Construction of the Showcase Casino Facility, the City shall notify the Developer and Tribe in writing whether

it elects to construct the Elevated Parking Ramp. Construction of the Showcase Casino Parcel shall be deemed to have commenced when footings are poured or any form of structural improvements are installed on the property that are necessary for the construction of the Showcase Casino Facility.

6.3.2 If the City elects to construct the Elevated Parking Ramp, the City will be required to complete construction of the Elevated Parking Ramp within sixty (60) days from the date Developer and Tribe open the Showcase Casino Facility.

6.3.3 If the City decides to abstain from constructing the Elevated Parking Ramp, for whatever reason, the Developer or Tribe may enter into a public/private partnership venture with the City or its authorized designee, to construct the Elevated Parking Ramp, and if a partnership is unable to be formed or otherwise agreed to, the City shall have the right to require that Developer or Tribe purchase the Elevated Parking Ramp Parcel and construct the Elevated Parking Ramp, subject to the terms and conditions agreed to by the City and Developer or Tribe in the Showcase Casino Parcel Closing Agreement with respect to the Elevated Parking Ramp. Complete structural, architectural and operational drawings and renderings shall be submitted by the Developer or Tribe to the City for approval prior to the Developer or Tribe acquiring title to the Elevated Parking Ramp Parcel. The City will obtain a fair market value appraisal of the Elevated Parking Ramp Parcel prior to the expiration of the Corner Parcel Closing Period and will provide the appraisal to the Developer or Tribe. The fair market value appraisal shall set the fair market purchase price of the Elevated Parking Ramp Parcel.

6.4 Access. Depending on the ownership and construction entity of the Elevated Parking Ramp or the Elevated Parking Ramp Parcel, the City may enter into a lease agreement with the Developer relative to certain areas of the Elevated Parking Ramp; provided, however, that such an arrangement will not violate any federal, state or local laws, regulations or ordinances, and that such an arrangement will not otherwise violate or trigger any financing obligation by the City relative to any bonds concerning the Lansing Center, the Elevated Parking Ramp or the Loading Dock Parcel.

Article 7: CITY MAINTENANCE GARAGE PROPERTY

7.1 City Maintenance Garage Parcel. A portion of the City Maintenance Garage Parcel, as depicted on the attached Exhibit B, will be needed to construct a public right of way between Cedar Street and Larch Street to accommodate the increased traffic flow in the area. As such, the Developer and City agree to the following:

7.1.1 Subject to the Developer receiving approval of a Brownfield Plan, as defined by PA 381 of 1996, as amended, from the City and the Lansing Brownfield Redevelopment Authority, the Developer agrees to purchase and the City agrees to sell, the City Maintenance Garage Parcel for fair market value, which shall be determined by an independent third party real estate appraiser prior to the expiration of the Corner Parcel Closing Date.

7.1.2 The City shall sell the City Maintenance Garage Parcel to the Developer on an "AS IS" and "WHERE IS" basis and shall not be responsible for any

environmental remediation needed or required at the City Maintenance Garage Parcel. Closing on the City Maintenance Garage Parcel shall occur on or before the closing on the Showcase Casino Parcel, but in no event sooner than One Hundred Eighty (180) days before closing on the Showcase Casino Parcel.

7.1.3 Although the City will approve the sale of a portion of the City Maintenance Garage Parcel upon approving this Agreement, the sale of the property to the Developer will not occur until construction of the Showcase Casino Facility begins.

7.1.4 The Developer and City further agree that the Developer shall be responsible for all demolition costs and expenses incurred or associated with the demolition or removal of any structures on or in the City Maintenance Garage Parcel and that the Developer shall follow all applicable laws, regulations and ordinances at the federal, state and local level relative to conducting any demolition work on the parcel. City agrees that it will take reasonable good faith steps to support the Developer, who may pursue available grant opportunities relative to the development of the City Maintenance Garage Parcel.

7.1.5 The Developer and City also agree that the Developer will construct a three-lane public right of way on the southern portion of the City Maintenance Garage Parcel as approximately shown on Exhibit G, subject to the necessary approvals and permits from the State of Michigan. It is further expressly agreed that the City shall have the reasonable discretion relative to the size, type and specifications of the roadway on the City Garage Parcel.

7.1.6 At closing, the Developer and City shall execute a closing agreement governing the conveyance of the parcel to from the City to the Developer, which shall include, among other things, the purchase price of the parcel, demolition plans and schedules for the removal of any structures on the parcel, and construction plans, schedules and specifications for the three-lane public right of way on the southern portion of the parcel, together with an agreement for the mechanism by which the City will acquire title to the three-lane public right of way.

7.1.7 Unless waived by the City and Developer in writing prior to closing, the Developer and City expressly acknowledge and agree that the only condition precedent to the Developer closing on the City Maintenance Garage Parcel is the Developer obtaining an approved Brownfield Plan, as defined by PA 381 of 1996, as amended, from the City and the Lansing Brownfield Redevelopment Authority, provided, however, that Developer consents that the approved Brownfield Plan provides adequate reimbursement for "Eligible Activities" pursuant to PA 381 of 1996, as amended, such consent not to be unreasonably withheld.

GENERAL CONTRACTUAL PROVISIONS GOVERNING THE PROJECT

Article 8: TRIBE'S LIMITED WAIVER OF SOVEREIGN IMMUNITY

8.1 Governing Law. The City and the Tribe agree, and the Developer and Tribe agree, pursuant to the Turn-Key Facility Agreement dated April 22, 2011 as amended, that any dispute arising out of or in connection with this Agreement of the other Transaction shall be resolved first pursuant to applicable federal law; second, pursuant to applicable State law; and third, pursuant to the applicable laws of the Tribe if no State or federal law applies. The parties designate the United States District Court for the Western District of Michigan as the forum for any litigation arising out of or relating to this Agreement. Notwithstanding the foregoing, as for any dispute to which the Uniform Commercial Code would apply, that Code, as adopted by the State, shall apply.

8.2 Scope of Waiver. Subject to the provisions of Article 8, the Tribe hereby expressly waives the jurisdiction of any courts of the Tribe and expressly provides a limited waiver of its sovereign immunity from suit and consents to suit by the City in accordance with and pursuant to the terms and provisions of Article 8 with respect to non-monetary relief for the limited purpose of enforcement of this Agreement. The Tribe, upon request from the City, shall execute and deliver such documentation as the City shall reasonably request for the purposes of verifying the effectiveness of the Tribe's waiver of its sovereign immunity pursuant to the terms and provisions hereof.

8.3 Procedural Requirements. The Tribe's waiver of its sovereign immunity as to unconsented suit is effective if, and only if, each and every one of the following conditions is met:

8.3.1 The claim is made by the City of Lansing and not by any other person, corporation, partnership or entity, whatsoever;

8.3.2 The claim alleges a breach by the Tribe of one or more specific obligations or duties assumed pursuant to the terms and provisions of this Agreement or other agreement required herein; and

8.3.3 The claim seeks specific performance of this Agreement or any other agreement required herein, and/or injunctive relief related to the claimed noncompliance.

8.4 Term. The waiver granted herein shall commence on the Effective Date and shall continue for the longer of one (1) year following the termination of this Agreement pursuant to and in accordance with the terms and provisions hereof, or two (2) years after the claim accrues or is discovered upon the exercise of due diligence, except that the waiver shall remain effective for any proceedings then pending, and all appeals therefrom.

8.5 Enforcement. The Tribe expressly waives sovereign immunity from a judgment or order consistent with the terms and provisions of this Article 8 which is final because either the time for appeal thereof has expired or an order is issued by a court having final appellate

jurisdiction over the matter. The Tribe waives its sovereign immunity in, and consents to the jurisdiction of, to be sued in and to accept and be bound by any order of the United States District Court for the Western District of Michigan and any federal court having appellate jurisdiction over that court, consistent with the terms and provisions of this Article 8, without the necessary of exhaustion of Tribal remedies. Further, the Tribe waives its sovereign immunity as to an action by City in the aforementioned courts seeking injunctive and/or declaratory relief against Tribe based upon an attempt by the Tribe to revoke, limit, restrict or in any way amend its waiver of its sovereign immunity under this Agreement or any other document contemplated herein, and as to enforcement in said courts of any such final judgment against the Tribe, subject to the limitations in this Agreement.

8.6 Expenses of Judicial Enforcement. Except as may be ordered by a court of competent jurisdiction, and unless expressly authorized in this Agreement or any other agreement required herein, each Party shall bear their own respective costs and expenses, including, without limitation reasonable attorneys' fees, incurred in connection with any judicial proceedings authorized under this Agreement.

8.7 Guaranty of Tribe. The Tribe agrees that it will not revoke or limit, in whole or in part, the Tribe's limited waiver of sovereign immunity contained in this Article 8 or in any way attempt to revoke nor limit, in whole or in part, such limited waiver of sovereign immunity. In the event of any such revocation or attempted revocation, the City and the Tribe expressly recognize and agree that there remains no adequate remedy at law available to the City, and the Tribe hereby consents to and will not oppose the entry of appropriate injunctive relief, consistent with the terms and conditions of this Agreement, against the Tribe which may be necessary to give effect to the waiver of sovereign immunity contained in this Article 8. In the event of any attempted limitation or revocation of the limited waiver of sovereign immunity granted herein, the City may immediately seek judicial injunctive relief as provided in this Section without first complying with any of the prerequisites contained in this Section to the limited waiver of sovereign immunity granted herein.

Article 9: DEVELOPER'S INDEMNIFICATION

9.1 Developer's Indemnification of the City and LEDC. On and after the Effective Date of this Agreement, Developer shall defend, indemnify and hold harmless the City and LEDC and each of their officers, agents and employees (collectively the "Indemnitees" and individually an "Indemnitee") from and against any and all Legal Claims, including but not limited to, liabilities, losses, damages, costs, expenses, claims, obligations, penalties and causes of action (including without limitation, reasonable fees and expenses for attorneys, paralegals, expert witnesses and other consultants at the prevailing market rate for such services) whether based upon negligence, strict liability, absolute liability, product liability, misrepresentation, contract, implied or express warranty or any other principal of law, that are imposed upon, incurred by or asserted against Indemnitees or which Indemnitees may suffer or be required to pay and which arise out of or relate in any manner to the Project, this Agreement or any other subsequent agreements required herein, but in no event shall Developer's indemnification obligations hereunder extend to any losses, claims or damages based on loss of profit or benefit of the bargain or any other consequential damage. In case any action or proceeding shall be brought against any Indemnitee based upon any claim in respect of which Developer has agreed

to indemnify any Indemnitee, Developer will upon notice from Indemnitee defend such action or proceeding on behalf of any Indemnitee at Developer's sole cost and expense and will keep Indemnitee fully informed of all developments and proceedings in connection therewith and will furnish Indemnitee with copies of all papers served or filed therein, irrespective of by whom served or filed. Developer shall defend such action with counsel it selects provided that such counsel is reasonably satisfactory to Indemnitee. Each Indemnitee shall have the right, but not the obligation, at its own cost, to be represented in any such action by counsel of its own choosing.

9.2 Developer's Exclusions to Indemnify the City or LEDC. Notwithstanding anything to the contrary contained in this Section 9.1 above, Developer shall not indemnify and shall have no responsibility to Indemnitees for: (i) any matter involving the gross negligence or willful misconduct of any of the Indemnitees; (ii) any matter giving rise to any liability of any of the Indemnitees prior to the Effective Date, except for such liabilities arising from acts or omissions undertaken by or at the request or insistence of Developer. The foregoing exclusions from Developer's obligation to indemnify Indemnitees set forth above shall in no event apply to Developer's environmental indemnity obligations set forth in this Agreement.

9.3 Escrowed Indemnification Funds. On or before the closing of the Corner Parcel, Developer shall place \$100,000.00 in escrow, subject to the terms and conditions of the Corner Parcel Closing Agreement. The Developer, City and LEDC agree, subject to the terms and conditions of the escrow agreement provisions in the Corner Parcel Closing Agreement, that the escrow moneys are designed for, and shall be released to the City or LEDC in the event Developer fails to provide indemnification to the City or LEDC, for whatever reason with respect to defending any Legal Claim asserted against the City or the LEDC, or any claim the City or LEDC shall pursue, at its sole discretion, to ensure Indian gaming activities are conducted on either the Corner Parcel or the Showcase Casino Parcel.

Article 10: ADDITIONAL REPRESENTATIONS AND WARRANTIES

10.1 Developer Representations and Warranties. Developer represents and warrants the following:

10.1.1 Authority. The Developer has (i) all power and authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) entered into no agreement that would limit or restrict its right to enter into this Agreement and fulfill its obligations hereunder

10.1.2 No Litigation. The Developer, as of January 23, 2012, has not received any notice of, nor is it aware of, any pending Legal Claim that would materially and adversely impair its ability to perform its covenants and obligations under this Agreement.

10.2 City and LEDC Representations and Warranties. The City and LEDC represent and warrant that, as of the Effective Date:

10.2.1 Authority. Subject to the City Council and the LEDC Board of Directors approval of this Agreement, the City and the LEDC (i) have the authority to enter

into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) have entered into no agreement that would limit or restrict the City or LEDC's right to enter into this Agreement and fulfill its obligations hereunder that have not otherwise already been previously disclosed to Developer and Tribe prior to the Effective Date.

10.2.2 No Third Party Rights. Neither the City nor LEDC have granted any third parties any possession, occupancy or use rights with respect to the Corner Parcel or the Showcase Casino Parcel.

10.2.3 No Litigation. Neither the City nor LEDC, as of January 23, 2012, have received any notice of, nor are they aware of, any pending Legal Claim that would materially and adversely impair their ability to perform their covenants and obligations under this Agreement.

10.3 Tribal Representations and Warranties. The Tribe represents and warrants that, as of the Effective Date:

10.3.1 Authority. Subject to the Tribe's Board of Director's approval of this Agreement, the Tribe (i) has the authority to enter into this Agreement and perform its covenants and obligations as set forth hereunder and (ii) has entered into no agreement that would limit or restrict the Tribe's right to enter into this Agreement and fulfill its obligations hereunder that have not otherwise already been previously disclosed to Developer, City or LEDC prior to the Effective Date.

10.3.2 No Third Party Rights. Tribe has not granted any third parties any possession, occupancy or use rights with respect to the Corner Parcel or the Showcase Casino Parcel.

10.3.3 No Litigation. The Tribe, as of January 23, 2012, has not received any notice of, or is aware of any pending Legal Claim that would materially and adversely impair its ability to perform their covenants and obligations under this Agreement.

Article 11: MISCELLANEOUS PROVISIONS

11.1 Agreement Condition Precedent. No Party to this Agreement shall be obligated to undertake any duties under this Agreement unless and until: (i) the Mayor executes and delivers this Agreement pursuant to the City Council approval of this Agreement, and (ii) The Chief Executive Officer of the LEDC executes and delivers this Agreement, and (iii) The Tribe's Tribal Chairman executes and delivers this Agreement pursuant to the Tribal Council approval of this Agreement, and (iv) The Developer duly authorizes and executes, and delivers this Agreement.

11.2 Effect of Agreement. The City shall be obligated to perform only those undertakings expressly set forth in this Agreement. Execution of this Agreement in no way constitutes City approval of the Project or obligates the City to support or approve the Project except as expressly set forth herein.

11.3 City Authority. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the City is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be negotiated and provided by the Mayor.

11.4 LEDC Authority. Unless expressly stated otherwise in this Agreement, where consent, authority or agreement of the LEDC is required or requested under this Agreement or any other agreements referenced herein, such consent, authority or agreement may be provided by the Chief Executive Officer of the LEDC.

11.5 Term. The term of this Agreement shall commence on the Effective Date and shall expire (i) on the date of Project Completion, (ii) upon a written termination by the City, Tribe or the Developer pursuant to this Agreement.

11.6 Costs. Except as specifically set forth in this Agreement or otherwise agreed to by the Parties under a separate agreement, the Parties will bear their own costs and fees with respect to actions taken as required by this Agreement or in support of such obligations.

11.7 Assignment of this Agreement. No party to this Agreement may transfer, assign or delegate to any other person or entity all or any part of its rights or obligations arising under this Agreement without the prior written consent of all other Parties hereto, which consent shall not be unreasonably withheld.

11.8 Notices. All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below

If to the City:

City of Lansing
Attn: Mayor, City of Lansing
124 W. Michigan Avenue
Lansing, Michigan 48933
Attention: Mayor

With a copy to:

City of Lansing
Attn: City Attorney
124 W. Michigan Avenue
Lansing, Michigan 48933

And a copy to:

Miller, Canfield, Paddock and Stone, PLC
Attn: G. Alan Wallace, Esq
One Michigan Avenue, Suite 900
Lansing, Michigan 48933

If to the Lansing Economic Development Corporation:

Lansing EDC
Attn: CEO, Lansing EDC
401 S. Washington Sq.
Suite 1000
Lansing, Michigan 48933

If to the Tribe:

Sault Ste. Marie Tribe of Chippewa Indians
Attn: Tribal Chairman
523 Ashmun Street
Sault Ste. Marie, Michigan 49783

If to the Developer:

Lansing Future, LLC
9000 Age Avenue
Jackson, Michigan 49201

With a copy to:

Mr. John Marxer, Esq.
P.O. Box 1377
Novi, Michigan 48376

11.9 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 all Parties hereto.

11.10 Binding Effect. This Agreement shall be binding upon the Parties hereto and upon their respective successors and assigns.

11.11 Recordation. This Agreement, or a memorandum thereof, reasonably acceptable to the Parties, shall be recorded in the Office of the Register of Deeds for Ingham County, Michigan.

11.12 Survival. The terms, conditions and provisions of this Agreement shall survive its termination.

11.13 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.

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

11.15 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. To the best extent possible, the Parties agree to the following sequence of events relative to approvals:

11.15.1 The Developer shall approve this Agreement first.

11.15.2 The LEDC Board of Directors shall approve this Agreement second.

11.15.3 The Tribe's Board of Directors and its gaming authority management board shall approve this Agreement third.

11.15.4 The Lansing City Council shall approve this Agreement last.

11.16 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.

11.17 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, except where preempted by federal law, which shall include all matters under the Tribe's limited waiver of sovereign immunity as stated in Article 8.

11.18 Joint Cooperation. Each Party to this Agreement shall (i) take all actions required of it by the terms of this Agreement as expeditiously as possible; (ii) cooperate, to the fullest extent possible, with any other Party to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction over the engineering, design, construction or operation of the Project, or any other improvements which are undertaken in connection with the foregoing, in the granting and obtaining of all easements, rights of way, permits, licenses, approvals and any other consents or permissions necessary for the construction or operation thereof; (iii) execute and deliver all reasonable documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Project to secure the Developer's financing from such lenders; and (iv) use its reasonable efforts to assist the other party to this Agreement in the discharge of their respective obligations hereunder.

11.19 Brokers. The City warrants to the Developer that the City has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party. The Developer warrants to the City that the Developer has not taken any action in connection with this transaction which would result in any real estate broker's fee, finder's fee, or other fee being due or payable to any party.

11.20 Force Majeure. No Party hereto shall be liable for the failure to perform its obligations hereunder if such failure is due to unforeseeable events beyond the Party's reasonable control and without such party's fault or negligence, including, but not limited to acts of God, acts of the public enemy, acts of the other party, fires, flood, epidemics, quarantine restriction, strikes and embargoes, or shortages of materials and delays of contractors due to such causes, but excluding any acts of the state or federal governments or their respective agencies or departments. Said failure to perform shall be excused only for the period during which the event giving rise to said failure to perform exists; provided, however, that the Party seeking relief from its obligations under this Section 11.20 shall notify the other Parties in writing, setting forth the event giving rise to such failure to perform, within ten (10) business days following the occurrence of such event.

11.21 Joint Drafting. This Agreement shall be construed as being jointly drafted by all Parties hereto.

11.22 Entire Agreement. The Agreement, including all exhibits attached hereto and made a part hereof, contains all agreements between the Parties as of the Effective Date. 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.

11.23 Statement of Lack of Necessity. Pursuant to Lansing City 8-403 and the real property disposition ordinances promulgated there under, the real property to be disposed of in this Agreement or any other agreements referenced or required herein is not necessary for public purposes, as set forth in this Agreement.

[signatures on the following pages]

LANSING ECONOMIC DEVELOPMENT CORPORATION

LANSING ECONOMIC DEVELOPMENT CORPORATION, a Michigan public development corporation,

By: _____
Karl Dorshimer
Its: Acting President and CEO

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

I hereby certify that on this _____ day of _____ 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Karl Dorshimer, the acting President and CEO of the Lansing Economic Development Corporation, a Michigan public development corporation, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Lansing Economic Development Corporation as a duly authorized officer.

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

**THE SAULT STE. MARIE TRIBE OF
CHIPPEWA INDIANS**

SAULT STE. MARIE TRIBE OF CHIPPEWA
INDIANS, a federally-recognized Indian Tribe

By: Joseph V. Eitrem
Honorable Joseph Eitrem
Its: Chairman

By: John Wernet
John Wernet
Its: General Counsel

STATE OF MICHIGAN)
)SS
COUNTY OF Chippewa)

I hereby certify that on this 25 day of January 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared the Honorable Joseph Eitrem, the Chairman of the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe as a duly authorized officer and member.

Joanne Pavlat Carr
Notary Public
Chippewa County, Michigan
Acting in Chippewa County
My Commission Expires: 7-21-2012

**JOANNE PAVLAT CARR
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CHIPPEWA
MY COMMISSION EXPIRES JULY 21, 2012
ACTING IN CHIPPEWA COUNTY**

**THE KEWADIN CASINOS GAMING
AUTHORITY**

KEWADIN CASINOS GAMING AUTHORITY, a
duly authorized entity created under the laws of the
Sault Ste. Marie Tribe of Chippewa Indians, a
federally-recognized Indian Tribe

By: Joseph V. Eitrem
Honorable Joseph Eitrem
Its: Chairman

By: John Wernet
John Wernet
Its: General Counsel

STATE OF MICHIGAN)
)SS
COUNTY OF Chippewa

I hereby certify that on this 25 day of January 2012, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared the Honorable Joseph Eitrem, the Chairman of the Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe, and he being authorized so to do, executed the foregoing for the purposes therein contained on behalf of Sault Ste. Marie Tribe of Chippewa Indians, a federally-recognized Indian Tribe as a duly authorized officer and member.

Joanne Pavlat Carr
Notary Public
Chippewa County, Michigan
Acting in Chippewa County
My Commission Expires: 7-21-2012

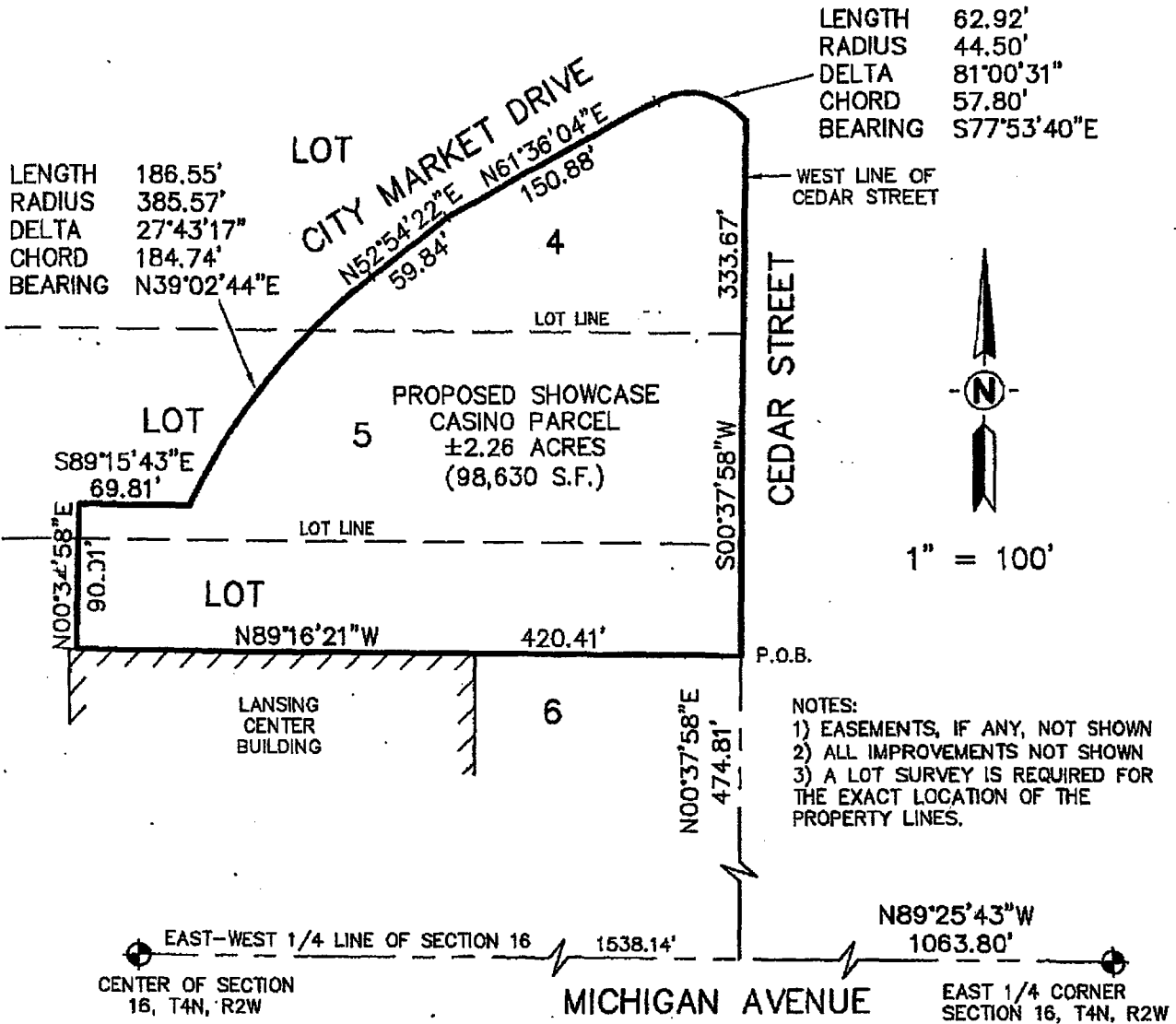
**JOANNE PAVLAT CARR
NOTARY PUBLIC, STATE OF MICHIGAN
COUNTY OF CHIPPEWA
MY COMMISSION EXPIRES JULY 21, 2012
ACTING IN CHIPPEWA COUNTY**

EXHIBITS

EXHIBIT A

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- M = Measured Distance
- = Proposed Parcel Line
- - - = Distance Not to Scale
- ▨ = Deck, Porch, Sidewalk, & Patio Areas

KEBS, INC. KYES ENGINEERING
 BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 1 OF 2	84678.BND-3

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Showcase Casino Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 4, 5 and 6 and vacated Depot and Ottawa Streets, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 474.81 feet to the point of beginning of this description; thence N89°16'21"W along a building wall line and it's extension 420.41 feet; thence N00°34'58"E 90.01 feet; thence S89°15'43"E 69.81 feet; thence Northeasterly 186.55 feet along a curve to the right, said curve having a radius of 385.57 feet, a delta angle of 27°43'17" and a chord length of 184.74 feet bearing N39°02'44"E; thence N52°54'22"E 59.84 feet; thence N61°36'04"E 150.88 feet; thence Southeasterly 62.92 feet along a curve to the right, said curve having a radius of 44.50 feet, a delta angle of 81°00'31" and a chord length of 57.80 feet bearing S77°53'40"E to said West line of Cedar Street; thence S00°37'58"W along said West line 333.67 feet to the point of beginning; said parcel containing 2.26 acres more or less (98,630 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe *1/20/12*
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




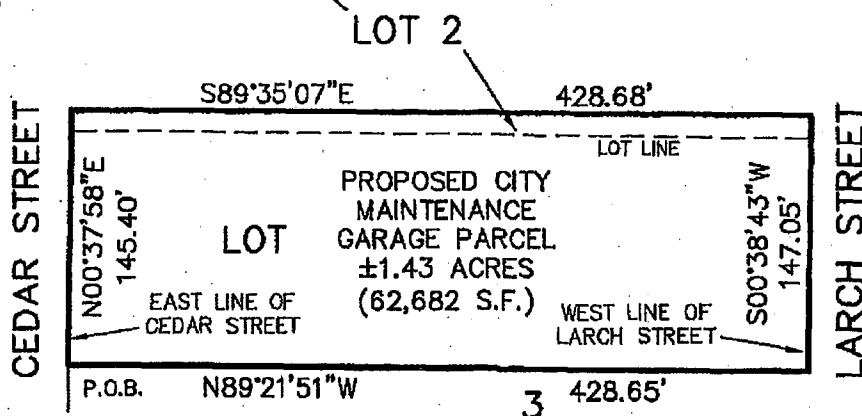
	KEBS, INC.	KYES ENGINEERING BRYAN LAND SURVEYS
	2118 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49088 PH. 269-781-9800 FAX. 269-781-9805	
DRAWN BY KDB	SECTION 16, T4N, R2W	
FIELD WORK BY ---	JOB NUMBER:	
SHEET 2 OF 2	84678.BND--3	

EXHIBIT B

PLOT PLAN

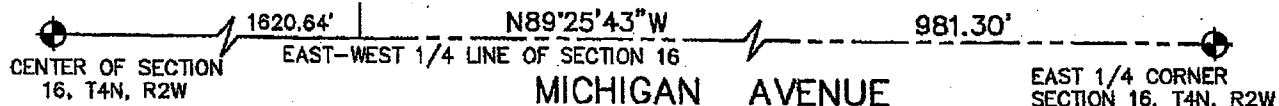
For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



- NOTES:
- 1) EASEMENTS, IF ANY, NOT SHOWN
 - 2) ALL IMPROVEMENTS NOT SHOWN
 - 3) A LOT SURVEY IS REQUIRED FOR THE EXACT LOCATION OF THE PROPERTY LINES.



1" = 100'



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- M = Measured Distance
- = Proposed Parcel Line
- - - = Distance Not to Scale
- ▨ = Deck, Porch, Sidewalk, & Patio Areas

KEBS, INC.

KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

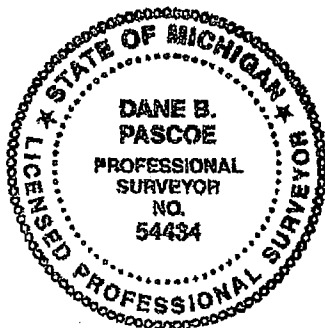
DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 1 OF 2	84678.BND-6

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of City Maintenance Garage Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 2 and 3, Block 244, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 981.30 feet; thence N00°37'58"E 889.50 feet to a point on the East line of Cedar Street and the point of beginning of this description; thence N00°37'58"E along said East line 145.40 feet; thence S89°35'07"E 428.68 feet to the West line of Larch Street; thence S00°38'43"W along said West line 147.05 feet; thence N89°21'51"W 428.65 feet to the point of beginning; said parcel containing 1.43 acres more or less (62,682 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe *1/20/12*
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




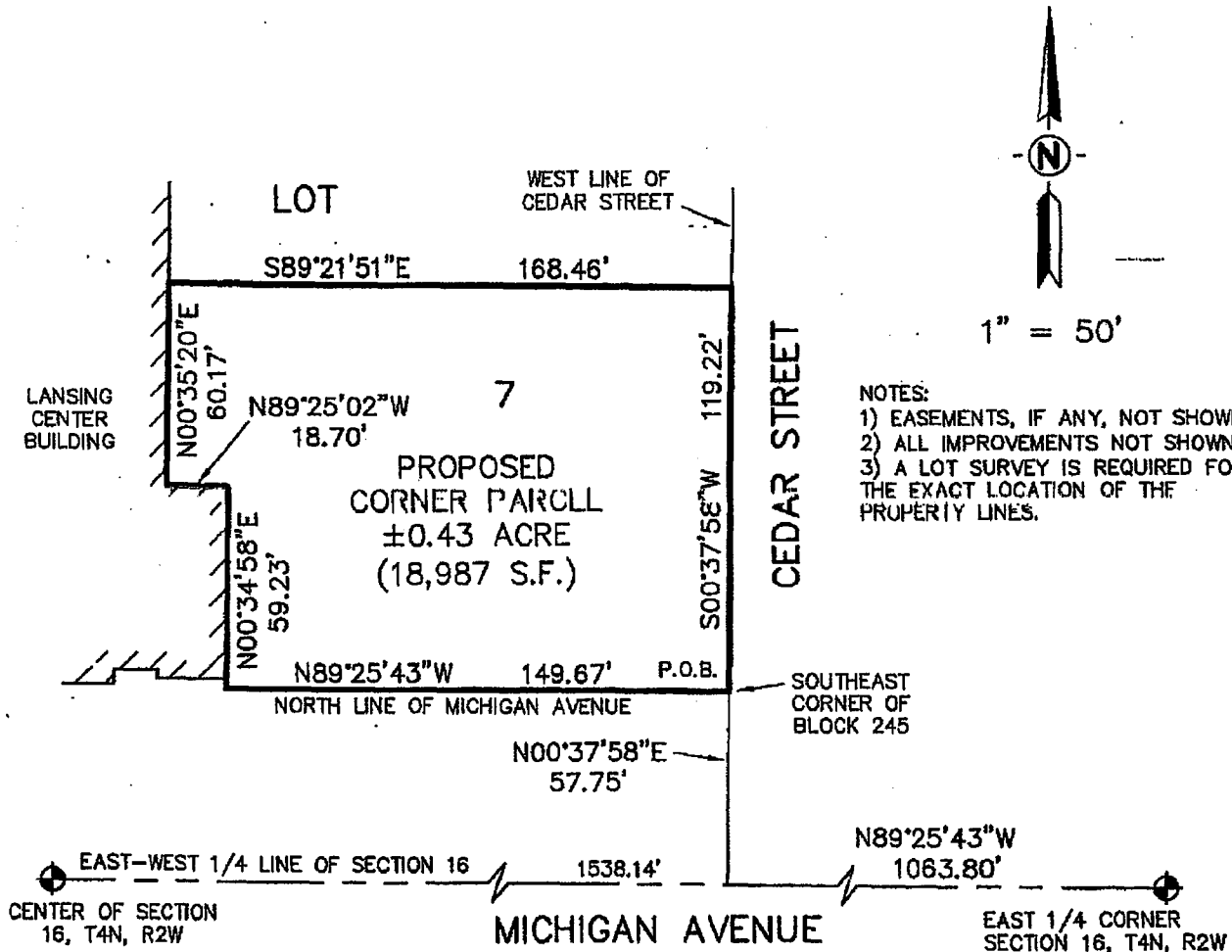
	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805
DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER: 84678.BND-6
SHEET 2 OF 2	

EXHIBIT C

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

- R = Recorded Distance
- M = Measured Distance
- = Proposed Parcel Line
- - - = Distance Not to Scale
- ▨ = Deck, Porch, Sidewalk, & Patio Areas



KEBS, INC. KYES ENGINEERING
 BRYAN LAND SURVEYS

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 PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY **KDB**

SECTION **16, T4N, R2W**

FIELD WORK BY ---

JOB NUMBER:

SHEET **1 OF 2**

84678.BND-1

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Corner Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lot 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records and also those parts of Block 1 and a vacated alley adjacent thereto and vacated Depot Street in Downer's Subdivision on Lot 7, Block 245, City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 1 of Plats, Page 37, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E 57.75 feet to the Southeast corner of said Block 245 and the point of beginning of this description; thence N89°25'43"W along the South line of said Block 245 and the North line of Michigan Avenue 149.67 feet; thence N00°34'58"E along a building wall line 59.23 feet; thence N89°25'02"W continuing along the building wall line 18.70 feet; thence N00°35'20"E continuing along the building wall line 60.17 feet; thence S89°21'51"E 168.46 feet to the West line of Cedar Street; thence S00°37'58"W along said West line 119.22 feet to the point of beginning; said parcel containing 0.43 acre more or less (18,987 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49088 PH. 269-781-9800 FAX. 269-781-9805
DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 2 OF 2	84678.BND-1

EXHIBIT D

CERTIFIED LOT & TOPOGRAPHICAL SURVEY "LANSING CITY CENTER"

FOR: CITY OF LANSING

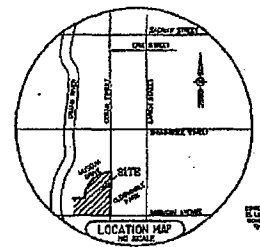
LEGAL DESCRIPTION:
(As provided by First American Title Insurance Company, Title Search File No. 248955, dated August 16, 2011).

PARCEL 1:
That portion of Lot 7, Block 245, ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, Michigan, cross area those parts of Block 1 and a wooded alley or bearing thereon as shown on subdivision on lot 7, Block 245, City of Lansing, Michigan, commencing at the Southeast corner of said Block 245, thence West on the North line of Michigan Avenue 141.45 feet, thence South 52.64 feet and then 12.5 feet and then 80.77 feet along the face of a building with a porch, thence South 85 degrees 43 minutes 37 seconds East 188.82 feet to say West line of Cedar Street, thence South on said line 119.22 feet to the point of beginning.

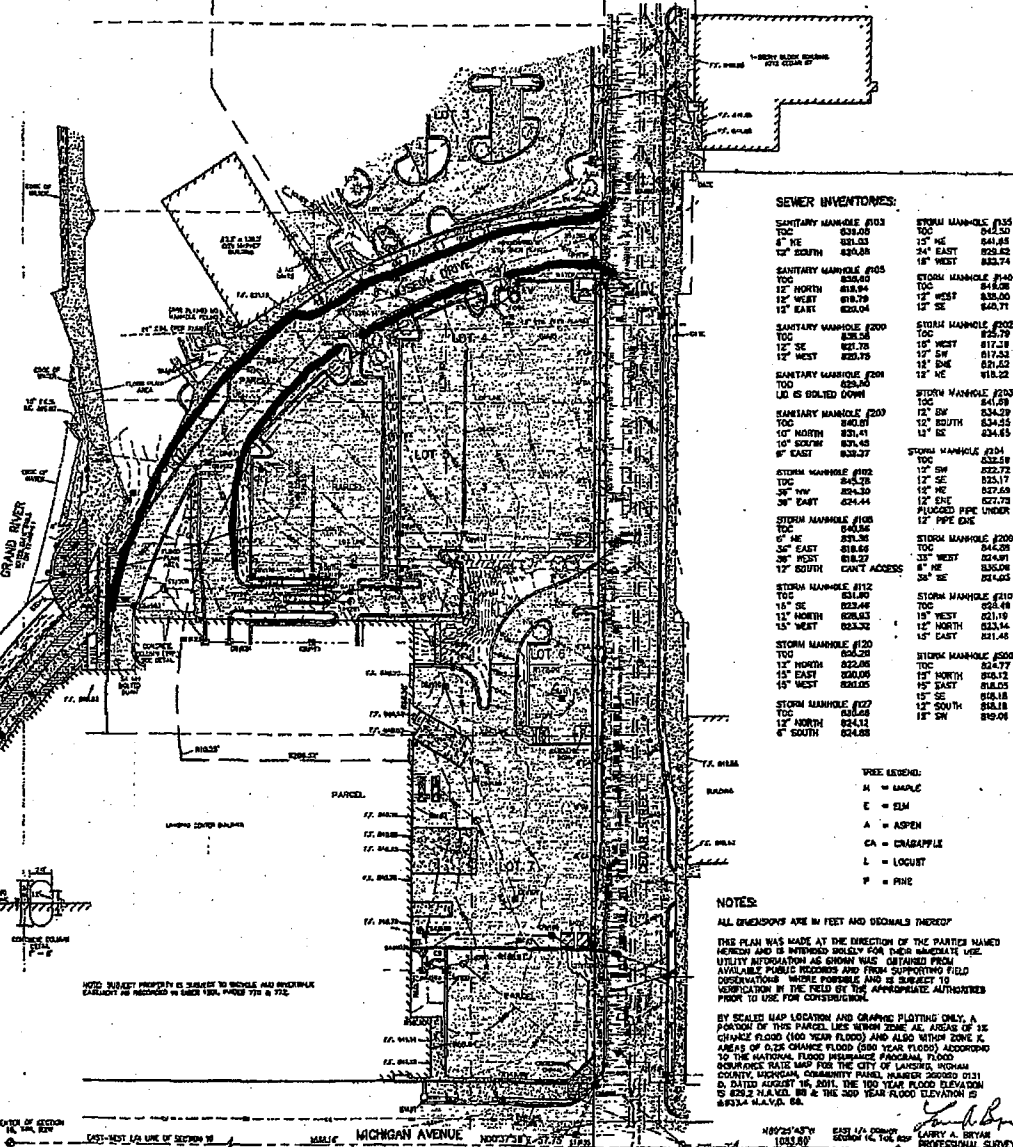
PARCEL 2:
The East 172 feet of the South 65 feet of Lot 6, Block 245, of the ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, according to the plat thereof as recorded in Liber 2 of Plats, page 38, and part of vacant Olive Street and vacated Depot Street commencing 49 feet North of the Southeast corner of Lot 6, thence North 89 degrees 58 minutes 20 seconds West 172 feet thence South 90 degrees 05 minutes 20 seconds West 88.5 feet thence North 89 degrees 58 minutes 20 seconds West 200.33 feet thence North 87 degrees 5 minutes 46 seconds West 18.25 feet, thence Northerly 433.44 feet along 305.37 foot radius curve to the right, center bearing North 44 degrees 32 minutes 17 seconds East 578 feet, thence South 89 degrees 05 minutes 21 seconds West 333.33 feet to beginning.

PARCEL 3:
Part of Lots 4, 5, 6 and 7, Block 245, of the ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, according to the plat thereof as recorded in Liber 2 of Plats, page 38, and part of vacant Olive Street and vacated Depot Street commencing 49 feet North of the Southeast corner of Lot 6, thence North 89 degrees 58 minutes 20 seconds West 172 feet thence South 90 degrees 05 minutes 20 seconds West 88.5 feet thence North 89 degrees 58 minutes 20 seconds West 200.33 feet thence North 87 degrees 5 minutes 46 seconds West 18.25 feet, thence Northerly 433.44 feet along 305.37 foot radius curve to the right, center bearing North 44 degrees 32 minutes 17 seconds East 578 feet, thence South 89 degrees 05 minutes 21 seconds West 333.33 feet to beginning.

PARCEL 4:
Part of Lots 4, 5, 6 and 7, Block 245, of the ORIGINAL PLAT OF THE TOWN OF MICHIGAN, NOW CITY OF LANSING, according to the plat thereof as recorded in Liber 2 of Plats, page 38, commencing 109.22 feet South of the Northeast corner of Lot 3, thence Southwesterly 783.02 feet along a 431.97 foot radius curve to the left, along bearing South 41 degrees 32 minutes 17 seconds West 878.04 feet thence North 89 degrees 58 minutes 20 seconds East 578 feet, thence Southwesterly 553.44 feet along a 285.52 foot radius curve to the right, center bearing North 44 degrees 32 minutes 17 seconds East 578.00 feet, thence North 89 degrees 05 minutes 21 seconds West 333.33 feet to beginning.



- BENCHMARKS:**
- B401 - Southeast corner of CURD ISLAND NORTH SIDE OF MICHIGAN AVENUE WEST OF CEDAR STREET, 29' S SOUTH OF SOUTHWEST CORNER OF LANSING CITY CENTER BUILDING. ELEVATION = 241.74 (N.A.S.D. 88)
 - B402 - "C" IN NORTHWEST SIDE OF CONCRETE LIGHT POLE BASE, 50' E EAST OF STORAGE BULD GARAGE. ELEVATION = 242.00 (N.A.S.D. 88)
 - B403 - TOP CORNER OF 16" CONCRETE PILLAR, 19' N NORTH OF CONCRETE MANHOLE, 2' E EAST OF LANSING CITY CENTER BUILDING. ELEVATION = 243.51 (N.A.S.D. 88)
 - B404 - Southeast corner of CONCRETE SLAB RETAINING WALL ON WEST SIDE OF CITY MARKET. ELEVATION = 242.99 (N.A.S.D. 88)
 - B405 - "C" IN NORTH SIDE OF CONCRETE LIGHT POLE BASE, 75' S SOUTH OF MICHIGAN AVENUE, 10' W WEST OF CEDAR STREET. ELEVATION = 243.82 (N.A.S.D. 88)
 - B406 - WEST END OF MANHOLE ON WEST SIDE OF CEDAR STREET ON NORTH SIDE OF ENTRANCE TO CITY CENTER. ELEVATION = 243.00 (N.A.S.D. 88)



SEWER INVENTORIES:

MANHOLE #	TOC	TOC	INLET EL.	INLET EL.	INLET EL.	INLET EL.	INLET EL.	INLET EL.	INLET EL.
SANITARY MANHOLE #103	TOC 621.63	STORM MANHOLE #105	TOC 641.30	CATCH BASIN #107	TOC 635.34	CATCH BASIN #115	TOC 632.87	CATCH BASIN #123	TOC 642.87
8" NE 581.53	15" NE 641.84	15" NE 641.84	15" NE 641.84	12" EAST 631.24	12" EAST 631.24	12" EAST 631.24	12" EAST 631.24	12" EAST 631.24	12" EAST 631.24
12" SOUTH 624.38	24" NE 622.82	24" NE 622.82	18" NW 637.48	18" WEST 637.48	18" WEST 637.48	18" WEST 637.48	18" WEST 637.48	18" WEST 637.48	18" WEST 637.48
SANITARY MANHOLE #105	TOC 622.00	STORM MANHOLE #140	TOC 646.08	CATCH BASIN #108	TOC 632.87	CATCH BASIN #116	TOC 632.87	CATCH BASIN #124	TOC 642.87
12" NORTH 618.84	10" NE 617.49	10" NE 617.49	12" SW 617.53	12" SOUTH 623.90	12" SOUTH 623.90	12" SOUTH 623.90	12" SOUTH 623.90	12" SOUTH 623.90	12" SOUTH 623.90
18" WEST 618.79	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
12" EAST 620.04	12" NE 618.22	12" NE 618.22	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
SANITARY MANHOLE #200	TOC 628.40	STORM MANHOLE #202	TOC 625.79	CATCH BASIN #109	TOC 632.87	CATCH BASIN #117	TOC 632.87	CATCH BASIN #125	TOC 642.87
12" SE 621.78	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
12" WEST 620.19	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
SANITARY MANHOLE #204	TOC 629.40	STORM MANHOLE #203	TOC 641.29	CATCH BASIN #110	TOC 632.87	CATCH BASIN #118	TOC 632.87	CATCH BASIN #126	TOC 642.87
12" SE 621.78	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
12" WEST 620.19	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
SANITARY MANHOLE #208	TOC 629.40	STORM MANHOLE #204	TOC 641.29	CATCH BASIN #111	TOC 632.87	CATCH BASIN #119	TOC 632.87	CATCH BASIN #127	TOC 642.87
12" SE 621.78	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44
12" WEST 620.19	12" SE 621.78	12" SE 621.78	12" SW 617.53	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44	12" SE 633.44

- LEGEND:**
- = SET 1/2" BARK WITH CAP
 - = FURNISH IRON AS NOTED
 - = DEED LINE
 - = DISTANCE NOT TO SCALE
 - = FENCE
 - = ASPHALT
 - = CONCRETE
 - = EXISTING SPOT ELEVATION
 - = EXISTING CONTOUR ELEVATION
 - = SANITARY SEWER
 - = STORM SEWER
 - = WATER LINE
 - = GAS LINE
 - = UNDERGROUND TELEPHONE
 - = UNDERGROUND TELEVISION
 - = UNDERGROUND ELECTRIC
 - = OVERHEAD NEXUS
 - = EDGE OF WOODS
 - = DECIDUOUS TREE
 - = CONTEMPORARY TREE
 - = SANITARY MANHOLE
 - = SPRISSMAN MANHOLE
 - = ELECTRIC MANHOLE
 - = STEAM/HEAT MANHOLE
 - = MANHOLE MANHOLE
 - = CATCHBASIN
 - = SANITARY CLEANOUT
 - = FIRE HYDRANT
 - = WALKER
 - = UTILITY POLE
 - = LIGHT POLE
 - = GUY WIRE
 - = UTILITY PEDestal
 - = TRANSFORMER
 - = ELECTRIC METER
 - = GAS METER
 - = WALKER METER
 - = SIGN
 - = POST
 - = AIR CONDITION UNIT
 - = ROADSIDE

NOTES:

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

THIS PLAN WAS MADE AT THE DIRECTION OF THE PARTIES NAMED HEREON AND IS INTENDED SOLELY FOR THEIR PRIVATE USE. UTILITY INFORMATION AS SHOWN WAS OBTAINED FROM AVAILABLE PUBLIC RECORDS AND FROM SUPPORTING FIELD OBSERVATIONS WHERE POSSIBLE AND IS SUBJECT TO MODIFICATION IN THE FIELD BY THE APPROPRIATE AUTHORITY PRIOR TO USE FOR CONSTRUCTION.

BY SEALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, A PORTION OF THIS PARCEL LIES WITHIN ZONE A, AREAS OF 1% CHANCE FLOOD (100 YEAR FLOOD) AND ALSO WITHIN ZONE 2, AREAS OF 0.2% CHANCE FLOOD (500 YEAR FLOOD) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD SOURCE RATE MAP FOR THE CITY OF LANSING, MICHIGAN COUNTY, MICHIGAN, COMMUNITY PANEL NUMBER 30000 (D1) D, DATED AUGUST 16, 2011. THE 100 YEAR FLOOD ELEVATION IS 239.2 N.A.S.D. 88 & THE 500 YEAR FLOOD ELEVATION IS 237.3 N.A.S.D. 88.

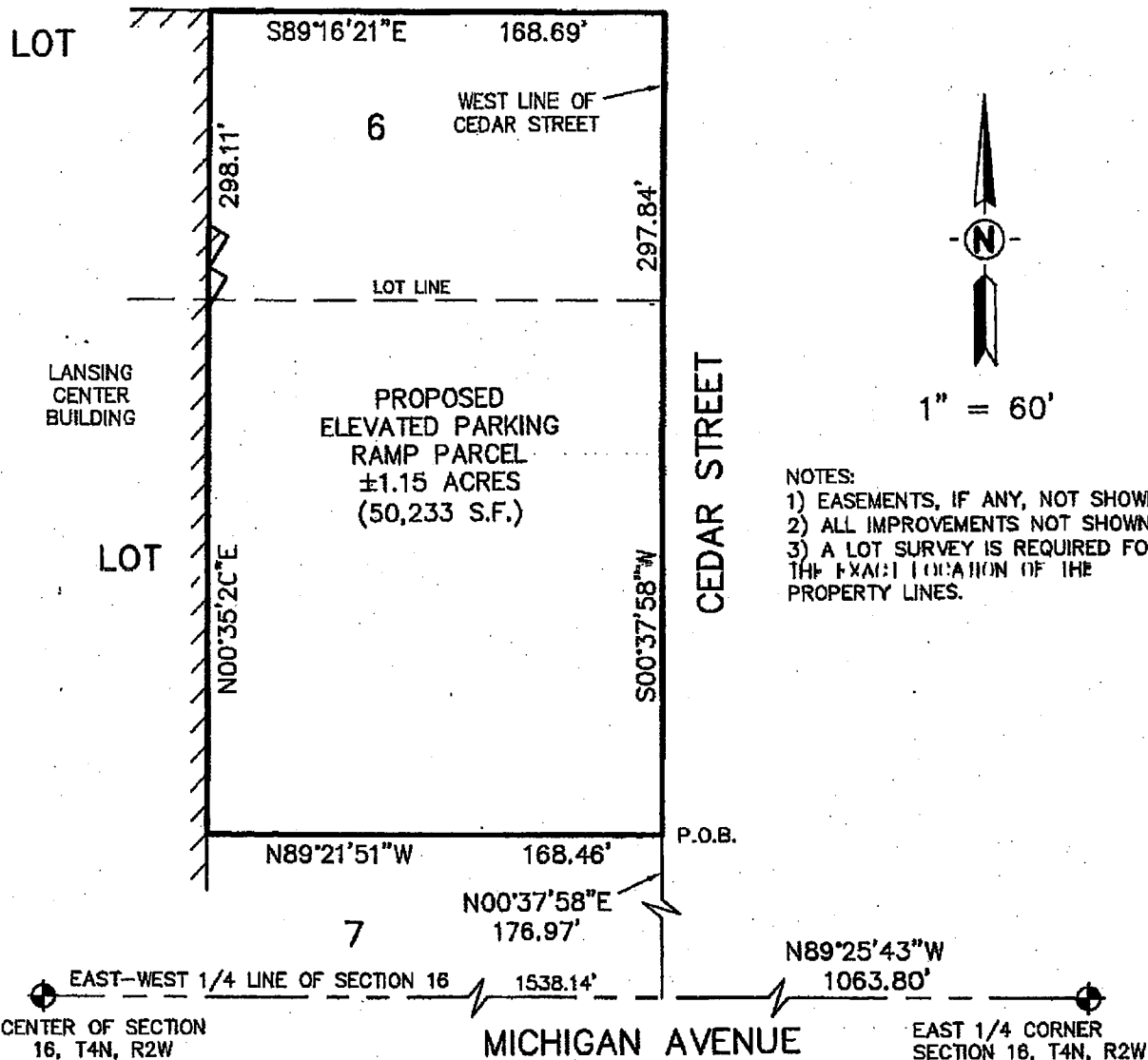
DATE: 12-21-11
 PROFESSIONAL SURVEYOR NO. 23832

REVISIONS	COMMENTS	DATE	BY
1/1/11	ORIGINAL		
1/1/11	ADD FLOOD ZONE		
1/1/11	ADD CONTOUR		
1/1/11	ADD UTILITY		
1/1/11	ADD ADDRESS		

EXHIBIT E

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



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 BRYAN LAND SURVEYS

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13432 PRESTON DRIVE, MARSHALL, MI 49068
 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY ---

JOB NUMBER:

SHEET 1 OF 2

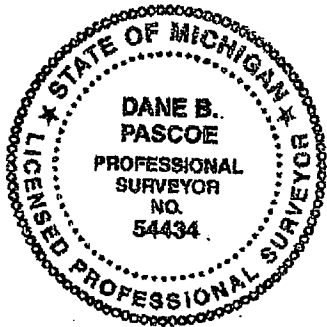
84678.BND-2

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Elevated Parking Ramp Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 6 and 7 and vacated Depot Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 176.97 feet to the point of beginning of this description; thence N89°21'51"W 168.46 feet; thence N00°35'20"E along a building wall line 298.11 feet; thence S89°16'21"E 168.69 feet to said West line of Cedar Street; thence S00°37'58"W along said West line 297.84 feet to the point of beginning; said parcel containing 1.15 acres more or less (50,233 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe 1/20/12
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




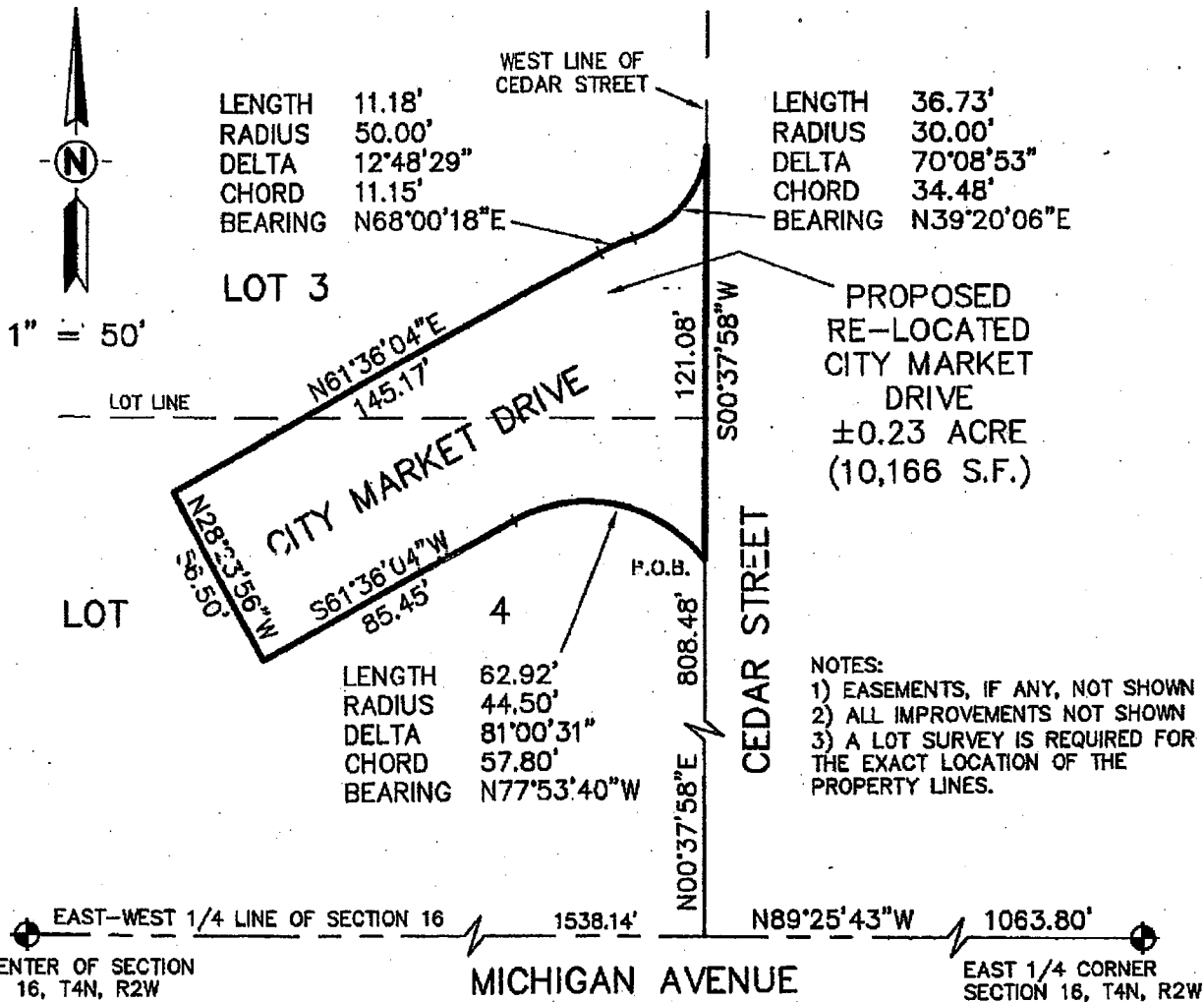
	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49088 PH. 269-781-9800 FAX. 269-781-9805
DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 2 OF 2	84678.BND-2

EXHIBIT F

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933



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 PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY KDB

SECTION 16, T4N, R2W

FIELD WORK BY - - -

JOB NUMBER:

SHEET 1 OF 2

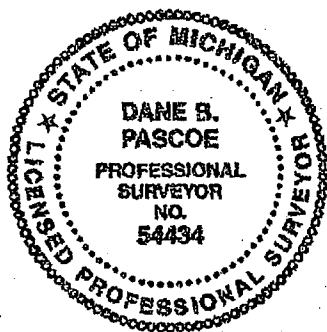
84678.BND-4

PLOT PLAN

For:
 City of Lansing
 316 N. Capitol Avenue, Ste D2
 Lansing, MI 48933

Proposed Legal Description of Re-located City Market Drive Parcel: A parcel of land in the Northeast 1/4 of Section 16, T4N, R2W, City of Lansing, Ingham County, Michigan, being part of Lots 3 and 4 and vacated Mill Street, Block 245, Original Plat of the Town of Michigan, now City of Lansing, Michigan, according to the recorded plat thereof as recorded in Liber 2 of Plats, Pages 36-38, Ingham County Records, described as: Commencing at the East 1/4 corner of said Section 16; thence N89°25'43"W along the East-West 1/4 line of said Section 16 a distance of 1063.80 feet; thence N00°37'58"E along the West line of Cedar Street and it's extension 808.48 feet to the point of beginning of this description; thence Northwesterly 62.92 feet along a curve to the left, said curve having a radius of 44.50 feet, a delta angle of 81°00'31" and a chord length of 57.80 feet bearing N77°53'40"W; thence S61°36'04"W 85.45 feet; thence N28°23'56"W 56.50 feet; thence N61°36'04"E 145.17 feet; thence Northeasterly 11.18 feet along a curve to the right, said curve having a radius of 50.00 feet, a delta angle of 12°48'29" and a chord length of 11.15 feet bearing N68°00'18"E; thence Northeasterly 36.73 feet along a curve to the left, said curve having a radius of 30.00 feet, a delta angle of 70°08'53" and a chord length of 34.48 feet bearing N39°20'06"E to said West line of Cedar Street; thence S00°37'58"W along said West line 121.08 feet to the point of beginning; said parcel containing 0.23 acre more or less (10,166 square feet); said parcel subject to any vacated streets or alleys; said parcel subject to any streets or alleys not vacated; said parcel subject to all easements and restrictions if any.

Dane Pascoe *1/20/12*
 Dane B. Pascoe Date:
 Professional Surveyor No. 54434




	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS
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DRAWN BY KDB	SECTION 16, T4N, R2W
FIELD WORK BY ---	JOB NUMBER:
SHEET 2 OF 2	84678.BND-4

EXHIBIT G

