

BROWNFIELD CLEANUP REVOLVING LOAN FUND AGREEMENT

FOR

WAYNE COUNTY AIRPORT AUTHORITY, WILLOW RUN HANGAR 2

DOWNRIVER COMMUNITY CONFERENCE: LENDER

WAYNE COUNTY AIRPORT AUTHORITY: BORROWER

This Loan Agreement (the "Agreement") is entered into by and between the Downriver Community Conference, 15100 Northline Road, Southgate, MI 48195, an inter-local government unit organized under the laws of Michigan, (DCC), and the Wayne County Airport Authority, an entity formed pursuant to Public Act 90 of 2002 and located at Detroit Metropolitan Wayne County Airport, L.C. Smith Building – Mezzanine, Detroit, Michigan 48242 ("Borrower").

RECITALS

A. The DCC has entered into a Cooperative Agreement with the U.S. Environmental Protection Agency which established a Cleanup Revolving Loan Fund (RLF) Program for the purpose of developing a loan program, encouraging community involvement, outreach, and cleanup oversight. The date of the award was September 29, 2013 and the amount of the award is \$1 Million. The Assistance ID No. is BF-00E93501-4.

B. The DCC has designated the Downriver Community Conference Brownfield Consortium (DCCBC) as a sub-entity of the DCC to provide program oversight for this RLF Program. The members of the DCC sub-entity are appointed by participating DCC communities with shared interests in the redevelopment of brownfields. In this document, reference to the DCC means the DCC acting through the DCC as authorized by the DCC.

C. The Borrower proposes to borrow up to \$600,000.00 for the purpose of conducting remediation of hazardous substances, including but not limited to asbestos on the site known as Hanger 2, Willow Run Airport, Ypsilanti, Michigan ("Property") in accordance with certain environmental work plans that will be submitted to the Michigan Department of Environmental Quality Air Quality Division attached hereto as Exhibit A (hereinafter, the "Work"). This Work is necessary in order to demolish and prepare the area for redevelopment and job creation for the private sector. The Work describes the scope of work to be undertaken on the site and a summary of the activities and costs are attached hereto as Exhibits A and B. A drawing depicting the Property is attached hereto as Exhibit C.

D. In consideration of the \$600,000.00 loan ("Loan") from the DCC, the Borrower has executed concurrently herewith a promissory note in the form of Exhibit "D" attached hereto (Promissory Note). This Agreement, Promissory Note and the above-referenced documents, are collectively referred to herein as the Loan Documents.

NOW, THEREFORE, in consideration of the mutual promises set forth hereinafter, the DCC and the Borrower agree as follows:

1. **Loan.**

- 1.1. The DCC agrees to make a loan in an amount not to exceed the sum of Six Hundred Thousand Dollars (\$600,000.00) for a period of fifteen (15) years with 0% interest. No payments are due during the first five (5) years from the date of the Promissory Note. The first payment of principal shall be due the fifth year after the date of the Promissory Note on the first day of each month thereafter until maturity, at which time the entire unpaid principal shall become due and payable as further provided in the Promissory Note. The principal payments shall be based upon a ten (10) year amortization.
- 1.2. At the time of signing the Promissory Note, Borrower shall pay the DCC a one time transaction fee of \$4,500.00. The purpose of this fee is to reimburse the DCC for the programmatic administrative costs. Said fee shall be taken from the Loan Proceeds as is customary for the Program.
- 1.3. Notwithstanding the above, in the event that due to a change in law, ordinance, or directive of the EPA, and the DCC is no longer authorized to make disbursements under the Cooperation Agreement, then the DCC's obligations to provide further funding hereunder shall cease immediately and Borrower agrees to repay the then outstanding funds paid by the DCC under the Agreement, and the Promissory Note shall then be due on demand
- 1.4 If at any time the EPA requires that this loan must be reversed and the money returned to the EPA or the DCC, the Promissory Note shall be due and payable after demand by the DCC.

2. **Promissory Note.**

- 2.1. The obligation of the Borrower to repay the Loan shall be evidenced by the Promissory Note ("Promissory Note") attached hereto as Exhibit D.
- 2.2. The Borrower may prepay any portion of the principal on the Loan prior to maturity, without premium, penalty, fee or charge.

3. **Loan Purpose.** The Borrower will use the proceeds of the Loan for Work described on Exhibit A and Exhibit B.

4. **Negative Pledge.** So long as any indebtedness of the Borrower to the DCC is outstanding under the Promissory Note and this Agreement, the Borrower agrees:

- 4.1 Not to pledge its Airport Development Fund ("ADF") to secure any debt of the Borrower without the written consent of the DCC; and
- 4.2 To maintain available funds in the ADF in an amount not less than the then outstanding balance due under this Loan.

The DCC acknowledges and understands that Borrower is obligated to the airlines operating at Detroit Metropolitan Wayne County Airport to use funds on deposit in the ADF to pay the debt service on outstanding general airport revenue bonds attributable to the North Terminal Ground Transportation Center, and that, from time to time in the course of its business, provided the Borrower complies with Section 4.2 above, the Borrower may otherwise use funds on deposit in the ADF for the purposes for which it is contractually permitted to be used.

5. **Contract Management.** The DCC and the Borrower agree that the Borrower may first pay all invoices for the work and then submit such invoices for reimbursement of the costs incurred, so long as such reimbursement requests are based upon certain contract documents between the Borrower and certain contractors.
- 5.1 The Borrower shall contract with a construction manager/ general contractor to perform the Work. The Borrower will provide that the construction manager/general contractor shall coordinate and supervise the Work and provide for the inspection of the Work and the determination and verification that the work has been performed in accordance with the Contract Documents. The DCC shall have all reasonable assistance and access to the Property as is necessary to enable the DCC diligently to satisfy all conditions under the Cooperative Agreement for funding and to otherwise perform the DCC's obligations hereunder and under the Cooperative Agreement.
- 5.2 The Borrower shall cause to be furnished through the Contract Documents and the contractor all labor, materials, and permits necessary to perform and complete the Work in accordance with the Contract Documents, all of which are incorporated herein by reference and made a part hereof, in the manner, time and place as set forth in the Contract Documents which shall include the requirement that bidders acknowledge their obligation to comply with the applicable portions of paragraph 12 of this Agreement and all requirements of the Cooperative Agreement and the BRLF program, and provide evidence of same.
- 5.3 The Borrower shall cause to be prepared such Contract Documents that are reasonably required by the DCC or the Borrower to accept proposals from qualified bidders with bid prices for the Work. The terms of such documents shall be consistent with this Agreement and the Cooperative Agreement.
- 5.4 The Borrower shall provide to the DCC all information regarding the Work and the performance of the Work by the Contractor including its and all subcontractor's compliance with those applicable sections of paragraph 12 of this Agreement. The Borrower shall provide to the DCC a copy of each application for payment under the Contract, promptly after payment of such request by Borrower for reimbursement. The DCC will review and have such inspections of the Property and the Work made as it deems appropriate to comply with the requirements of the Cooperative Agreement and good accounting practices. The costs of such inspections shall be paid by Borrower. The Borrower shall provide the DCC and its designated employees and agents access to enter upon the Property at any time without notice. Upon such entries, the DCC and its designated employees and agents shall take appropriate care so as not to interfere with the Work.
- 5.5 The Borrower shall include in the Contract Documents that each Contractor has examined the Property, is fully familiar with local conditions, and is, to the best of their respective knowledge, able to perform that portion of the Work for which each is obligated under their respective Contract Documents and the Cooperative Agreement. The Borrower shall require the Contractor to carry out the Work consistent with the level of care and skill exercised by similar contractors performing comparable service under comparable circumstances, including those requirements for federally funded construction projects.

- 5.6 The kinds of insurance and limits of liability required of the Contractor and any subcontractor shall be:
- 5.6.1 Comprehensive General Liability Insurance, written on an occurrence liability basis, with Contractual Liability, Limit Independent Owners, Products Liability, Personal Injury, Broad Form Property and Completed Operations endorsements and XCU endorsements: \$1,000,000/3,000,000 Bodily Injury Liability/Property Damage OR \$3,000,000 Combined Single Limits through underlying and umbrella layers.
 - 5.6.2 Comprehensive Automobile Liability, each written on an occurrence basis, Liability including all owned, non-owned and hired automobiles: \$3,000,000 Combined Single Limit occurrence, Bodily Injury and Property Damage Liability.
 - 5.6.3 Michigan Workers Compensation and Employers' Liability: Statutory Limits and \$100,000.
- 5.7 The Borrower will permit no contractor to commence Work under the Contract Documents until the contractor has obtained all of the insurance referred to herein and such insurance is acceptable to the DCC. The Borrower will provide that no contractor shall allow a subcontractor to commence any of the Work on its subcontract until the insurance required of the subcontractor herein has been so obtained and determined to be in compliance with the insurance requirements of this Agreement by the Borrower.
- 5.8 The Borrower shall require the contractor to deliver to the DCC no less than three (3) days prior to commencing the Work hereunder a certificate of insurance, in a form satisfactory to the DCC, showing the name of the insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, the additional insureds required herein, and the limits of liability hereunder, and which certificate shall recite that thirty (30) days' prior written notice will be given to the Borrower and the DCC should such policies not be renewed or changed during the term or ten (10) days prior to any cancellation. Copies of such certificates shall be submitted to the DCC. The Borrower shall require the contractor to name the DCC and the DCC and the Borrower and their respective officers, employees and agents as additional insureds.
- 5.9 All insurance required to be maintained must be procured from insurance companies authorized to do business in Michigan and determined by the DCC to otherwise be in compliance with the insurance requirements of this Agreement.

6. **Default.**

6.1 In addition to the remedies contained in paragraphs 14 and 15 of this agreement;

- a. Upon default arising from provisions of this agreement, the Borrower promises to pay to the DCC all collection and reasonable attorney's fees and uninsured expenses actually incurred by the DCC, whether or not litigation is commenced, including, without limitation, penalties and/or fees due under the Agreement and all other sums due and owing under this agreement. Borrower acknowledges DCC's right to accelerate the indebtedness of Borrower in the event of a default or as may be required by the EPA and DCC's right to deny any further advances hereunder.

- b. Secure Site. In the Event of Default, the Borrower shall secure the site. The cost of securing the site is the responsibility of the Borrower. If Borrower fails to secure the site within twenty-four (24) hours of notice of default, the DCC may but shall not be obligated to do so at the Borrower's expense.
7. **Inspection and Right to Stop Work.** The DCC shall have full authority to enter the Property and inspect the Work at all times during the execution of the Work and for a period of 30 days following completion of the Work. The Borrower shall provide notice to the DCC at least 5 workdays prior to completion of the Work. The Borrower recognizes that the DCC has the ability to stop the Work immediately and take reasonable and necessary action in the event of an imminent and substantial threat to human health, public safety, or the environment associated with it.
8. **Disbursement of Loan Proceeds.**
- 8.1 So long as no default has occurred hereunder, the DCC shall disburse the proceeds of the Loan to the Borrower or Borrower's Contractors at DCC's discretion based on the progress of the Work, the submission of a satisfactory draw requests, satisfactory documentation of expenditures, as well as unconditional lien waivers from all contractors paid or included in the request for reimbursement, and worked performed as approved by the Borrower based upon recommendations from the Borrowers environmental consultant and/or engineering consultant all acceptable to the DCC and the title insurance company.
- 8.2 The Borrower will cause the Contract Documents to be prepared in a manner that is consistent with the payment procedures set forth in this Agreement and the Cooperative Agreement and contain the Borrower's right to stop all work and terminate the contracts or work in the event of a default hereunder.
9. **Adherence to Project Budget.** Borrower agrees to keep all expenditures within the approved budget for the Work unless otherwise agreed upon in writing by the DCC. The Borrower agrees to obtain prior written approval of any substantive changes in the Work from the DCC. Borrower agrees that it shall commence the Work no later than July 1, 2014 and complete the Work, as may be amended, no later than ten (10) months from the date of commencement of the Work.
10. **Representations and Warranties**
- 10.1 Environmental Warranties. The Borrower represents and warrants that:
- 10.1.1 To the best of its knowledge, the Borrower has not caused or contributed to the generation, transportation or presence upon the Property of the contamination or hazardous waste.
- 10.1.2 To the best of its knowledge, the Borrower is not a responsible person as defined in Michigan Public Act 451, Part 201 of the Michigan Public Acts of 1994.
- 10.1.3 The Property is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency, nor on either the State Historic Preservation or National Historic Preservation lists.

- 10.1.4 The Property and the Borrower are not subject to an administrative order, court order, penalties, consent or judicial consent decree issued to or entered under CERCLA, resulting from environmental non-compliance.
- 10.1.5 The Borrower is not a generator or transporter of any contamination located at the Property.
- 10.1.6 The Borrower is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the Borrower, or, to the best of its knowledge, the Borrower's project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation on this federal program or from the receipt of these funds.
- 10.1.7 The DCC has not been, is not, and does not intend to be the owner of the Property.
- 10.1.8 The Borrower is not a Potentially Responsible Party under Section 107 of CERCLA, 42 USC Section 9607. A copy of the "Threshold Criteria for RLF Grants" from the Borrowers Application for the RLF Grant is available upon request and is made a part hereof. As stated in detail in the Application, the DCC, nor the Borrower are potentially liable for contamination on the Property, either by acquisition or causation, and are not affiliated with any other person who is potentially liable. The DCC, nor Borrower, do not have any familial, contractual, corporate or financial relationship with any potentially liable party at the site. The Borrower is not potentially liable for contamination on the Property, either by acquisition or causation, as Borrower satisfied the requirements of the Bona fide Prospective Purchaser Exemption under CERCLA by obtaining a Baseline Environmental Assessment prior to acquisition, which included all appropriate inquiry.
- 10.2 Legal Status. The Borrower is a stationary entity created under Public Act 90 of 2002 and validly existing under the laws of the State of Michigan and has all requisite power to execute, deliver and perform all of its obligations under this Agreement and the Loan Documents.
- 10.3 No Violation. To the best of its knowledge, the making and performance by Borrower of this Agreement does not violate any provision of federal, state or local law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which the Borrower is a party or by which the Borrower may be bound.
- 10.4 Authorization. The Agreement and the Promissory Note have been duly authorized, executed and delivered and are valid and binding agreements of the Borrower.
- 10.5 Litigation. There are no pending or (to the best of its knowledge) threatened actions or proceedings before any court or administrative agency that would materially and adversely affect the financial condition or operation of the Borrower.
- 10.6 Community Relations Plan (CRP). Prior to any requests for funds, the Borrower shall have involved the community by conducting a public hearing on the Work after notice of such hearing was published in the local newspaper. The administrative record will be made available to the public for inspection. A Community Involvement Plan (CIP) will be prepared prior to any request for disbursements to the DCC and will describe in more detail the community involvement activities.

- 10.7 Analysis of Brownfields Cleanup Alternatives (ABCA). Prior to any requests for the initial draw, the Borrower shall have prepared an ABCA for the site project and submitted to DEQ and received acknowledgement of same. A copy of the ABCA shall also be incorporated into the draft of the Memorandum of Decision which shall be completed and approved prior to any requests for disbursements to the DCC. Removal and differential management of environmentally impacted materials and debris from demolition activities was selected as the best environmental response alternate. This response action must be conducted to prepare the Parcel for safer development of the site for commercial purposes.
- 10.8 Equivalence Memorandum. Prior to the initial request for any draws, the Borrower shall have prepared an Equivalence Memorandum. The Equivalence Memorandum must be sufficient to meet the EPA's requirement of a Non-Time Critical Removal Action.
- 10.9 Final Action Memorandum (Record of Decision). Prior to the initial request for any funds hereunder, the Borrower must have provided the DCC with a Final Action Memorandum acceptable to the DCC Oversight Contractor containing all elements of the Memorandum, and all other appropriate governmental agencies.
- 10.10 Representations and Warranties Survive. All representations and warranties shall survive the execution of this Agreement, but shall terminate upon satisfaction and/or completion of the obligations of the DCC hereunder.
- 10.11 Rights to Property. The Borrower has been delegated control of the Property and shall retain such right for the duration of the work. The Borrower insures that it will provide the DCC all reasonable assistance and access to the Property as is necessary for the DCC diligently to satisfy all conditions under the Cooperative Agreement for funding and to otherwise perform the DCC's obligations hereunder and under the Cooperative Agreement. The Borrower will provide the DCC an access agreement for the Property in such form as is acceptable to the DCC prior to drawing any funds from the Loan.
- 10.12 Compliance with all laws, ordinances and federal requirements. Borrower represents and warrants that it takes full responsibility to assure that all Work is undertaken in full compliance with all applicable laws, ordinances, federal requirements and this Agreement.
- 10.13 All prerequisites and EPA approvals and requirements for eligibility for commencing the Work and receiving funds from the BCLRF will have been met and evidence of same provided to the DCC for review and approval prior to the request for disbursement of any loan proceeds.
11. **Conditions Precedent.** The obligation of the DCC to make the Borrower Loan contemplated hereunder and the obligations of the Borrower to perform hereunder are subject to the fulfillment of the following conditions:
- 11.1 Satisfactory compliance with paragraphs 10.6-10.13, above.
- 11.2 Compliance. The representations and warranties contained herein shall be true on and as of the date of the signing of this Agreement with the same effect as though such representations and warranties had been made on and as of such date, and on such date no Event of Default as defined in Section 13 herein, and no condition, event or act which,

with the giving of notice or the lapse of time or both, would constitute an Event of Default, shall have occurred and be continuing or shall exist.

- 11.3 Identification of Contractors. The Borrower shall create a list identifying all approved contractors and subcontractors.
 - 11.4 Cooperation with Audit. The Borrower agrees to cooperate fully with an audit of the Loan and the Work, and compliance with federally related requirements such as providing evidence of compliance with paragraph 12 of this Agreement, if so required.
 - 11.5 Erect Sign. The Borrower shall erect a sign on the Property stating that the Work is being financed, in part, by federal RLF Funds. The sign should provide the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the Property site shall comply with all requirements of the state and local law applicable to on-premise outdoor advertising, as well as, 40 CFR Part 35, Subpart O, Section 35.6105 (a) (2).
 - 11.6 The Work shall have been submitted to the MEDQ prior to commencement and any disbursement of funds by the DCC.
 - 11.7 All prerequisites to request for disbursements contained in paragraph 10 shall have been complied with to the satisfaction of the DCC.
12. **Affirmative Covenants.** The Borrower covenants to do the following items indicated in this Article for so long as amounts remain due under the Promissory Note:
- 12.1 Punctual Payment. The Borrower pay to the DCC all payments required under the Promissory Note at the time and place and in the manner specified in the Promissory Note.
 - 12.2 Accounting Records. The Borrower shall document all the uses of the proceeds of the Loan, and maintain for the Work adequate books and accounts in accordance with generally accepted accounting principles consistently applied. Borrower shall permit any representative of the DCC at any reasonable time to inspect, audit and examine such books. Borrower shall maintain documentation on the use of the proceeds of the Loan for ten years after completion of the Work supported by the Loan or until the end of an audit, inspection or examination which was commenced before all amounts due under the Promissory Note were repaid, whichever is later, and shall obtain approval of the DCC prior to destroying such documentation.
 - 12.3 Financial Statements. The Borrower shall furnish an annual statement indicating the fund balance in the Collateral and shall provide such other amendments necessary to track use of the proceeds of the Loan and the DCC shall require Borrower to document that such proceeds are put to uses permitted by this Agreement.
 - 12.4 Additional Information. The Borrower shall furnish such other information related only to the Work as the DCC may from time to time reasonably request.
 - 12.5 Compliance with All Laws. Borrower shall carry out the Work in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the following, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) ("CERCLA"); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments, 40 C.F.R. Part 31; the National Oil and Hazardous Substances Contingency Plan ("NCP"), 40 C.F.R. Part 300; all applicable "cross-cutting requirements", including those federal requirements agreed between the USEPA and the Lender defined by their Cooperative Agreement No. BL-00E01001; OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

- 12.6 Compliance with Executive Order 11246. To the extent applicable, the Borrower will comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 C.F.R. 60-4 relating to federally-assisted construction contracts.
- 12.7 Davis-Bacon Act. The Borrower will carry out the Work in accordance with the Davis-Bacon Act of 1931 (CERCLA Section 104(g)(1), 40 U.S.C. Sections 276a-5 and 42 U.S.C. Section 3222 as set forth in CERCLA Section 104(g)). Compliance with the Davis-Bacon Act requires payment of federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with RLF Loan Funds and upon request provide evidence of such compliances such as producing "Certified Payroll Report Form" of any and all contractors or subcontractors.
- 12.8 Insurance. The Borrower will require the contractor to maintain and keep in full force and effect insurance of the types and amounts necessary to protect the DCC and the Borrower in conformance with the obligations stated in paragraph 5.6.
- 12.9 Non-Discrimination and Equal Opportunity. The Borrower will comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. The Borrower will undertake good faith efforts in compliance with 40 C.F.R. Section 31.36(e) to give opportunities to qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals and bids and provide services on contracts and subcontracts for services and supplies. The Borrower shall provide reports of its efforts in regard to the above at the request of the DCC.
- 12.10 Debarment and Suspension. The Borrower certifies that the Borrower and, to the best of its knowledge, its contractors:
 - 12.10.1 Are not presently or proposed to be debarred or suspended, declared ineligible, or voluntarily excluded from federal, state, or local (hereinafter "public") transactions;
 - 12.10.2 Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for (i) fraud or commission of a criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction, (ii) violation of federal or state antitrust laws, or (iii) embezzlement, theft, forgery,

bribery, falsification or destruction of records, making false statements or receiving stolen property;

12.10.3 Have not within the preceding three years had a public transaction terminated for cause or default.

12.10.4 Are not presently indicted for or otherwise criminally or civilly charged by a public entity with commission of any of the offenses enumerated under the above.

12.11 Environmental Compliance. The Borrower certifies that it will conduct cleanup activities in accordance with the RLF Program and all applicable Federal, State and County laws, regulations or ordinances, and will modify the Work, as required by the Borrower and MDEQ based upon unforeseen site conditions or public involvement requirements in accordance with the provision of this section.

12.12 Notice to Change in Work. The Borrower will report to the DCC immediately in writing any proposed changes to the Work and the discovery of any hazardous substances, pollutants or contaminants not identified in the Work. The Borrower will notify the MDEQ prior to implementing any amendments to the Work.

12.13 Completion of Project. The Borrower will be required to begin bidding the applicable portions of the Work within 12 weeks from the date of executing this Agreement and the Borrower will ensure that the contractor complete the Work within 10 months following commencement of the Work (excluding any time required for MDEQ approval for the closure report) in accordance with the Work. The Borrower will notify the DCC when the Work is complete. The notice shall contain certification or documentation necessary to establish the following:

12.13.1 The Work was conducted in accordance with Exhibit A and Exhibit B and will include a copy of the closure report issued by Borrower's Contractor.

12.13.2 All proceeds of the Borrower Loan were expended for eligible project costs and in accordance with the terms and conditions of this Agreement.

12.13.3 Within 60 days after completion of the work provide the DCC with the EPA required "Close Out Report".

12.13.4 Borrower shall also assist DCC in the completion of the required quarterly reporting to the EPA.

13. **Events of Default.** The following shall constitute Events of Default:

13.1 Default by the Borrower in any payment under the Promissory Note.

13.2 Any representation or warranty made by the Borrower hereunder or in the Loan Documents that proves at the time made were false or misleading in any material respect.

13.3 Use of the proceeds of the Loan for purposes other than those stated in Section 3 or approved in writing by the DCC.

- 13.4 Default by the Borrower in the performance of any other term, covenant or agreement contained herein, or in the Loan Documents, which default is not cured within 30 days of receipt of a notice of default or such longer period as shall be reasonably necessary to cure such default provided Borrower promptly commences such cure and thereafter diligently pursues such cure to completion.
- 13.5 Borrower defaults under the terms of Article 4 for which there shall be no cure period.
14. **Acceleration.** Notwithstanding anything to the contrary in the Promissory Note, upon an Event of Default or upon the demand of the EPA, any indebtedness of the Borrower under this Agreement and the Promissory Note shall, at the DCC's option and without notice, become immediately due and payable without presentment, notice or demand, all of which are hereby expressly waived by the Borrower, and the obligations, if any, of the DCC to permit further borrowing hereunder shall immediately cease and terminate.
15. **Remedies of the DCC.** Upon the occurrence of a non-monetary Event of Default, the DCC may exercise, singly or in combination, any and all of the rights, powers and privileges set forth in this Agreement and all other remedies available to the DCC under the Loan Documents, at law or in equity, at any time and from time to time, excluding, however, specific performance. Such exercise shall not constitute a waiver of any of the DCC's rights or remedies hereunder, whether or not the indebtedness evidenced by the Promissory Note shall be due and payable and whether or not the DCC shall have instituted any actions for the enforcement of its rights under the Promissory Note. Failure of the DCC to exercise any rights or remedies at any time shall not constitute a waiver of any of its rights or remedies. The DCC may exercise any and all of the rights, powers, privileges and remedies provided in the Loan Documents.
16. **Indemnification.** To the extent permitted by law, the Borrower shall, at its expense, defend, indemnify, and otherwise hold the DCC, DCC and its officers, employees and agents harmless (together, "Indemnity Obligations") against any and all claims, demands, losses, expenses, damages (general, punitive, or otherwise) and causes of action (whether legal or equitable in nature) not covered by insurance asserted by any person, firm, corporation, or other entity and caused solely by the Borrowers negligent actions or inactions with regard to the Property, or by the use of Loan proceeds in violation of this Agreement ("Indemnified Events"). The Borrower shall pay the DCC upon demand all claims, judgments, damages, lawsuits or expenses (including reasonable legal expenses) incurred by the DCC as a result of the Indemnified Events.
17. **Interpretation of Contract Documents.** To the extent that it is determined that a conflict exists between this Agreement and its incorporated documents, any of the Contract Documents and the Cooperative Agreement, all such agreements and documents shall be construed in such manner as will give the maximum effect to each but, as to any conflict which may not be so resolved, the terms and conditions of the Cooperative Agreement shall control. If any conflicts arise between the terms and conditions of this Agreement or any documents expressly incorporated by reference, the terms and conditions of this Agreement shall control except for the Cooperative Agreement and where federal or state statutes or regulations are controlling.
18. **Miscellaneous**
- 18.1 Waiver. No delay or failure of the DCC, or any holder of the Promissory Note exercising any right, power or privilege hereunder or in the Loan Documents shall affect such right, power or privilege; nor shall any single or partial exercise thereof or any abandonment or discontinuance of steps to enforce such a right, power or privilege affect such right,

power or privilege. The rights and remedies of the DCC hereunder are cumulative and not exclusive. Any waiver, permit, consent or approval of any kind of the DCC, or any holder of the Promissory Note, of any breach or default hereunder, or any such waiver of any provisions or conditions hereof, must be in writing and shall be effective only to the extent set forth in writing.

- 18.2 Successors. This Agreement shall be binding upon the permitted assigns or successors of the Borrower and the DCC. This Agreement shall not be assigned or transferred by the Borrower without the written consent of the DCC and any purported assignment or transfer without such prior written consent shall be void.
- 18.3 Notices. Any notice, consent, waiver, request or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed given (a) on the same day if delivered personally, (b) three business days after mailed if delivered by certified or registered mail, return receipt requested, postage prepaid, (c) one business day after dispatched if dispatched by nationally recognized overnight delivery service, or (d) on the same day if sent by telecopier (subject to obtaining a confirmation receipt), in any event, address to the party's address as follows:

To the Borrower:

Wayne County Airport Authority
LC Smith Terminal Building
Mezzanine
Detroit, MI
Attn: Chief Executive Officer
Contract.notices@wcaa.us

Wayne County Airport Authority
LC Smith Building -Mezzanine
Detroit, MI 48242
Attn: Kevin Clark, Assistant General Counsel

To the DCC:

Downriver Community Conference
15100 Northline Road
Southgate, MI 48195
Attn: James Perry, Executive Director

With copies to:

Paula Boase, Director, Economic Development (or her successor)
15100 Northline Road
Southgate, MI 48195

And to:

Neil S. Silver, Esq.
Porritt, Keckes, Silver & Gadd, P.C.
436 S. Main Street, Suite E
Lake Orion, MI 48362

- 18.3.1 Either party may, upon prior notice of 10 calendar days given as set forth above, change its address for all subsequent notices.
- 18.4 Exhibits. All exhibits mentioned herein shall be deemed incorporated herein by reference as though fully set forth herein.
- 18.5 Relationship. The relationship of the DCC and the Borrower is that of lender and Borrower and the parties disavow and negate any intention to create a partnership or joint venture hereby. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- 18.6 Entire Agreement. The terms and conditions of this Agreement, all exhibits attached hereto and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this Agreement. This Agreement shall supersede any prior loan agreements, oral or written, regarding the subject matter of this Agreement between the DCC and the Borrower. This Agreement may not be amended or modified without the written consent of the parties hereto.
- 18.7 Severability. If any part of this Agreement is determined to be illegal or unenforceable, all other parts shall be given effect separately and shall be in effect.
- 18.8 Governing Law. The Loan Documents shall be construed in accordance with and governed by the laws of the State of Michigan except where superseded by federal statutes or regulations.
- 18.9 Alternative Dispute Resolution. Any dispute of any kind for money damages arising or resulting from or in any way connected with the performance of the obligations under this Agreement or a part of the subject matter of this Agreement will be submitted to binding arbitration for resolution. Discovery in accordance with the Michigan Court Rules will be permitted and may be enforced by petitioning the Washtenaw County Circuit Court for any relief authorized by the Michigan Court Rules for discovery. If the parties cannot agree upon three arbitrators within three months after any party has requested arbitration, any party may request the American Arbitration Association, in accordance with its rules relating to construction arbitration, to appoint a three-member arbitration panel. The arbitrators shall render a written decision setting out their conclusions of law and their findings of fact. A decision approved by any two of the arbitrators will be binding on the parties, except as to a clear error of law, in which event a party may seek review in the Washtenaw County Circuit Court. Either party may petition the Washtenaw County Circuit Court for a judgment to be rendered upon the arbitrators' award in accordance with MCL 600.5001 and other related sections. The DCC and the Borrower will each pay one-half of the costs of arbitration. If the arbitrators unanimously agree that all or a portion of the claims or defenses of any party were frivolous and without any merit, the arbitrators may award reasonable counsel fees, costs and arbitration fees to the other

party, in proportion to the extent of effort devoted to the frivolous claim or defense as compared to all the claims or defenses. Any party may seek equitable or injunctive relief for specific performance or enforcement of any governmental laws, regulations, or rules in the Washtenaw County Circuit Court as provided by law. This Section does not apply to any criminal proceeding.

- 18.10 Amendment; No Other Intended Beneficiaries. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Reimbursement Agreement.
- 18.11 Cost Share. The DCC will provide the documentation that demonstrates that the cost share requirements of the RLF have been satisfied through this and other RLF projects of the DCC.
- 18.12 Effective Date. This Agreement will become effective when approved and executed by the BORROWER and approved by the DCC and signed by the designated member of the DCC and by the executive director of the DCC.

WAYNE COUNTY AIRPORT AUTHORITY

By: 
Its: Chief Executive Officer

Dated: May 7, 2014

This Agreement was approved by the DCC on the _____ day of _____, 2013.

DOWNRIVER COMMUNITY CONFERENCE

By: _____
Its: _____

APPROVED AS TO FORM:

BY: 
GENERAL COUNSEL

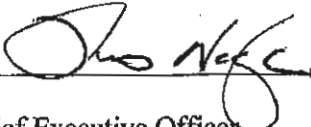
WAYNE COUNTY AIRPORT AUTHORITY

5/7/14

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- 18.11 Cost Share. The DCC will provide the documentation that demonstrates that the cost share requirements of the RLF have been satisfied through this and other RLF projects of the DCC.
- 18.12 Effective Date. This Agreement will become effective when approved and executed by the BORROWER and approved by the DCC and signed by the designated member of the DCC and by the executive director of the DCC.

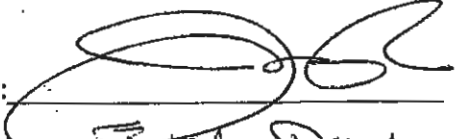
WAYNE COUNTY AIRPORT AUTHORITY

By: 
Its: Chief Executive Officer

Dated: May 7, 2014

This Agreement was approved by the DCC on the 12th day of May, ~~2013~~ ²⁰¹⁴.

DOWNRIVER COMMUNITY CONFERENCE

By: 
Its: Downriver Director *MAN*

APPROVED AS TO FORM:
BY: 
GENERAL COUNSEL

WAYNE COUNTY AIRPORT AUTHORITY

5/7/14

Note: Exhibit A - Building Decommissioning Assessment Report, Former Hangar 2, Willow Run Airport, Ypsilanti, Michigan, CRA Engineering, Inc., March 2014, is contained as a separate document for brevity.

EXHIBIT A to the Brownfield Cleanup Revolving Loan Fund Agreement for the Wayne County Airport Authority – Willow Run Hangar 2. See attached disc.

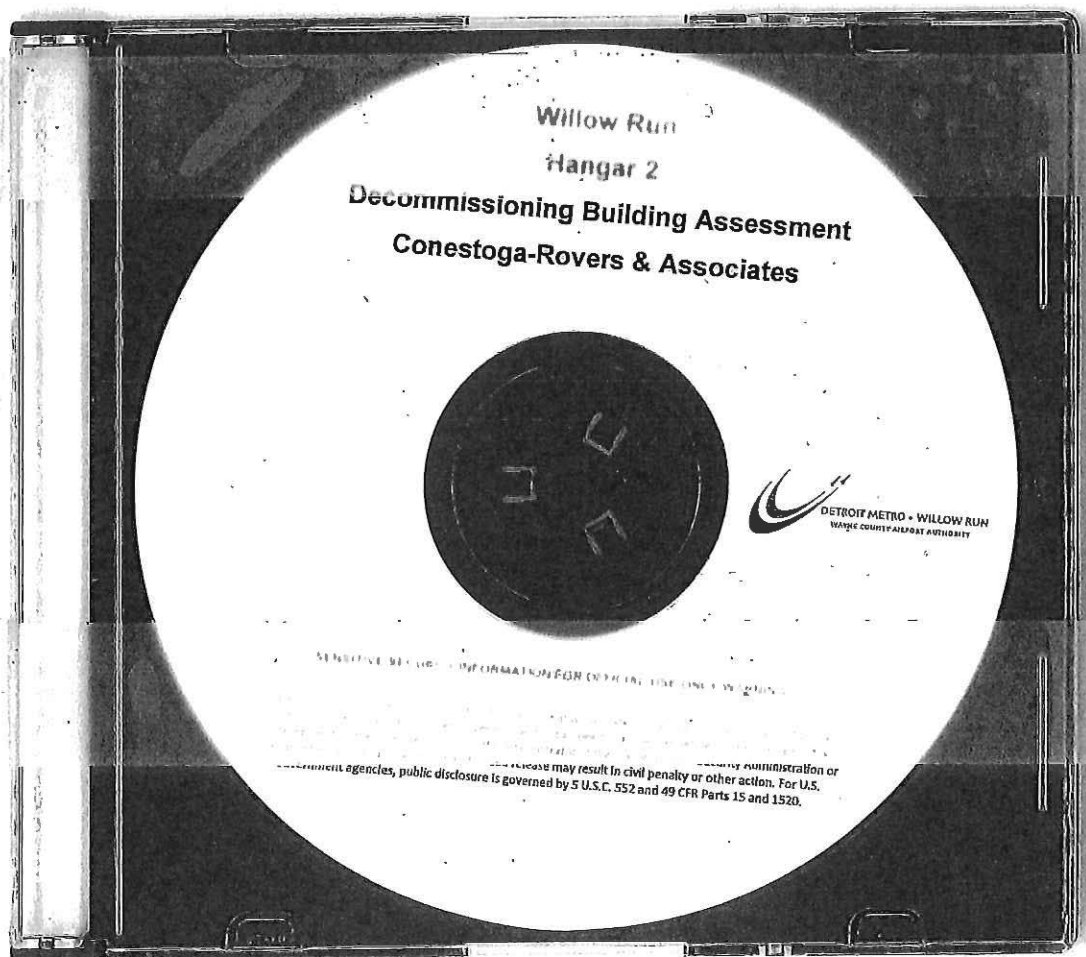


EXHIBIT B to the Brownfield
Cleanup Revolving Loan Fund
Agreement for the Wayne County
Airport Authority – Willow Run
Hangar 2.

S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2

Page 1 of 2

TASK 3 DECOMMISSIONING AND DEMOLITION

PART A – BUILDING REMOVAL TO SLAB ON-GRADE

Item	Decommissioning Activity	Estimated Cost
A1	Regulated Materials Removal	\$129,200
A2	Asbestos Abatement	\$819,896
A3	Decommission Cleaning	\$24,680
A4	Demolition	\$621,945
A5	Regulated Materials	-\$340,229

SUBTOTAL PART A COSTS \$1,255,493

Contingency Allowance for Unidentified Items (10% of Part A Cost)	\$125,549
Allowance for Health & Safety, Mobilization, Demobilization, Bond & Insurance (20% of Part A Cost)	\$251,099

PART A SUBTOTAL - ESTIMATED DECOMMISSIONING AND DEMOLITION COST \$1,632,140

PART B – ALTERNATE 1 REMOVAL OF SLAB, FOOTINGS, FOUNDATIONS AND TUNNEL

Item	Alternate Activity	Estimated Cost
B1	Slab, Footing and Foundation Concrete Removal	\$236,100
B2	Foundation Excavation Backfilling and Surface Restoration	\$625,880
B3	Materials	\$300,000

SUBTOTAL PART B COSTS \$1,161,980

S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2

Page 2 of 2

PART C - ALTERNATE 2 CRUSH CONCRETE ON-SITE AND USE AGGREGATE AS BACKFILL

C1	Mobilize Concrete Crusher	\$25,000
C2	Crushing Concrete Onsite	\$174,000

SUBTOTAL PART C COSTS \$199,000

PART D – ALTERNATE 3 (MANDATORY) - REROUTING OF ELECTRICAL SERVICES

D1	Reestablishment of Warning Lights w/ Disc Sw	\$14,500
D2	112.5kVA, 13.2kV:480Y/277V Transformer Installation /w 13.2kV Feeder, Splicing, Handholes and LV Feeders	\$72,000
D3	Rerouting of Existing LV Cable (Gate & Oil/H2O Sep.)	\$110,400
D4	Rerouting and Interception of Existing Fiber Optics.	\$40,960

SUBTOTAL PART D COSTS \$237,860

PART E - ALTERNATE 4 - DISPOSE OF ROOFING MATERIAL AS NON-FRIABLE ASBESTOS

E1	Estimated 3,000 cubic yards @ additional \$10/cy (does not include cement tile)	\$30,000
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S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2
PART A

Page 1 of 4

<i>Item</i>	<i>Description</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
A1	Regulated Materials Removal				
A1.1a	Chemical Sweep	--	--	--	\$5,000
A1.1b	Removal of CFC's	--	--	--	\$1,000
A1.1c	Remove and Package Universal Wastes*	--	--	--	\$123,200
TOTAL REGULATED MATERIAL REMOVAL					\$129,200
A2	Asbestos Abatement				
A2.a	Tank and Boiler Insulation	--	--	--	\$55,739
A2.b	Pipe Insulation ACM Abatement	--	--	--	\$247,200
A2.c	Pipe Fitting ACM Abatement	--	--	--	\$16,525
A2.d	Non-Friable Floor Tile ACM Removal	--	--	--	\$91,258
A2.e	Non-Friable Transite Panels ACM Removal	--	--	--	\$164,034
A2.f	Non-Friable Transite Duct ACM Removal	--	--	--	\$152,440
A2.g	Non-Friable Window Glazing, Caulk, and Tunnel Sealant ACM Removal	--	--	--	\$88,580
A2.h	Non-Friable ACM Removal - Misc Items	--	--	--	\$4,120
TOTAL ASBESTOS ABATEMENT COSTS					\$819,896

S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2
PART A

<i>Item</i>	<i>Description</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
A3	Decommissioning				
A3.a	Decommission Cleaning	--	--	--	\$14,680
A3.b	Draining of Transformer and Equipment Oils	--	--	--	\$6,240
A3.c	Removal of Substation*	--	--	--	\$3,760
TOTAL DECOMMISSIONING COSTS					\$24,680
A4	Demolition				
A4.a	Utility Services	--	--	--	\$10,000
A4.b	Temporary Controls	--	--	--	\$130,750
A4.c	Demolition of Hangar 2	--	--	--	\$458,350
A4.d	Site Resoration	--	--	--	\$22,845
TOTAL BUILDING DEMOLITION COST					\$621,945
A5	Material Disposal				
AS.a	Regulated Materials				
AS.a1	Miscellaneous Containers	LS	1.0	\$10,000.00	\$10,000
AS.a2	Lighting Ballasts and Bulbs	BOX	70.0	\$350.00	\$24,500
AS.a3	Mercury Devices	EA	0.05	\$22,030.00	\$1,102
AS.a4	Batteries	BOX	2.0	\$300.00	\$600
Subtotal					\$36,202

S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2
PART A

Page 3 of 4

<i>Item</i>	<i>Description</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
A5.b	ACM Waste				
A5.b1	ACM friable	CY	480.0	\$75.00	\$36,000
A5.b2	ACM non-friable	CY	690.0	\$50.00	\$34,500
A5.b3	ACM Misc. Materials	CY	80.0	\$50.00	\$4,000
				Subtotal	\$74,500
A5.d	Demolition Debris				
A5.d1	Wood, Drywall, Roofing	CY	3,500.0	\$40.00	\$140,000
A5.d2	Concrete, Block and Brick	CY	4,000.0	\$25.00	\$100,000
				Subtotal	\$240,000
A5.e	Recyclable Materials				
A5.e1	Ferrous and Non-ferrous metals	TN	3,200.0	-\$225.00	-\$720,000
				Subtotal	-\$720,000

\$13-063A TASK 3
ESTIMATED COSTS
HANGAR 2
PART A

<i>Item</i>	<i>Description</i>	<i>UNIT</i>	<i>ESTIMATED QUANTITY</i>	<i>UNIT PRICE</i>	<i>TOTAL PRICE</i>
A5.f	Decommissioning Cleaning Wastewater	GAL	2,000.0	\$2.00	4,000
				Subtotal	\$4,000
A5.g	Transformer and Other Oil				
A5.g1	Hydraulic, lube and other oils	GAL	200.0	\$0.35	\$70
A5.g2	Transformer oil	96+	500.0	\$10.00	\$5,000
				Subtotal	\$5,070
A5.h	PCB Contaminated Concrete - T5CA Waste	Ton	200.0	\$100.00	\$20,000
				Subtotal	\$20,000
TOTAL MATERIAL DISPOSAL COSTS					-\$340,229

S13-063A TASK 3
ESTIMATED COSTS
A1 - REGULATED MATERIALS REMOVAL

Page 1 of 1

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Price</i>
A1	Regulated Materials Removal					
A1.a	Chemical Sweep	LS	--	\$5,000.00	--	\$5,000.00
A1.b	Removal of CFC's	LS	--	\$1,000.00	--	\$1,000.00
A1.c	Remove and Package Universal Wastes*	LS	--	\$123,200.00	--	\$123,200.00

*Includes all fluorescent lights, ballasts and other regulated materials

S13-063A TASK 3
ESTIMATED COSTS
A1 - REGULATED MATERIALS REMOVAL
SUMMARY OF ITEM A1.c COSTS

EQUIPMENT	RATE	HOURS	DAYS	TOTAL
Small Tools	\$50	8	20	\$8,000
Consumables	\$50	8	20	\$8,000
Forklift	\$540	2	20	\$21,600
SUBTOTAL EQUIPMENT				\$37,600
LABOR	RATE	HOURS	DAYS	TOTAL
Foreman	\$95	8	20	\$15,200
Laborer 1	\$55	8	20	\$8,800
Laborer 2	\$55	8	20	\$8,800
Laborer 3	\$55	8	20	\$8,800
Laborer 4	\$55	8	20	\$8,800
Laborer 5	\$55	8	20	\$8,800
Laborer 6	\$55	8	20	\$8,800
Laborer 7	\$55	8	20	\$8,800
Laborer 8	\$55	8	20	\$8,800
SUBTOTAL LABOR				\$85,600
TOTAL ITEM A1.c				\$123,200

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A2 - ASBESTOS ABATEMENT

Page 1 of 2

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Cost</i>
A2	Asbestos Abatement					
A2.a	Tank and Boiler Insulation					
A2.a1	Preparation of Asbestos Containment Area	SF	800	\$36.17	1.03	\$29,804.08
A2.a2	Removal of ACM Bulk Insulation on Hangar ducts	SF	625	\$12.00	1.03	\$7,725.00
A2..a3	Decontamination of Asbestos Containment Area	SF	800	\$17.10	1.03	\$14,090.40
A2.a4	Asbestos Waste Packaging and Handling	CY	40	\$100.00	1.03	\$4,120.00
					Subtotal	\$55,739.48
A2.b	Pipe Insulation ACM Abatement					
A2.b1	Removal of ACM on pipe	LF	10,000.00	\$20.00	1.03	\$206,000.00
A2.b2	Asbestos Waste Packaging and Handling	CY	400.00	\$100.00	1.03	\$41,200.00
					Subtotal	\$247,200.00
A2.c	Pipe Fitting ACM Abatement					
A2.c1	Removal of ACM on pipe fittings	EA	719.00	\$16.75	1.03	\$12,404.55
A2.c2	Asbestos Waste Packaging and Handling	CY	40.00	\$100.00	1.03	\$4,120.00
					Subtotal	\$16,524.55
A2.d	Non-Friable Floor Tile ACM Removal					
A2.d1	Removal of nonfriable floor tile	SF	42,800.00	\$2.00	1.03	\$88,168.00
A2.d2	Asbestos Waste Packaging and Handling	CY	60.00	\$50.00	1.03	\$3,090.00
					Subtotal	\$91,258.00

S13-063A TASK 3
ESTIMATED COSTS
A2 - ASBESTOS ABATEMENT

Page 2 of 2

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Cost</i>
A2.e	Non-Friable Transite Panels ACM Removal					
A2.e1	Removal of exterior transite siding	SY	4,800.00	\$21.72	1.03	\$107,383.68
A2.e2	Asbestos Waste Packaging and Handling	CY	550.00	\$100.00	1.03	\$56,650.00
					Subtotal	\$164,033.68
A2.f	Non-Friable Transite Duct ACM Removal					
A2.f1	Removal of nonfriable transite duct	SF	71,000.00	\$2.00	1.03	\$146,260.00
A2.f2	Asbestos Waste Packaging and Handling	CY	60.00	\$100.00	1.03	\$6,180.00
					Subtotal	\$152,440.00
A2.g	Non-Friable Window Glazing, Caulk, and Tunnel Sealant ACM Removal					
A2.g1	Removal of nonfriable caulk and glazing	LF	40,000.00	\$2.00	1.03	\$82,400.00
A2.g2	Asbestos Waste Packaging and Handling	CY	60.00	\$100.00	1.03	\$6,180.00
					Subtotal	\$88,580.00
A2.h	Non-Friable ACM Removal - Misc Items					
A2.h1	Removal of nonfriable firedoors, AC units, etc	EA	40.00	\$50.00	1.03	\$2,060.00
A2.h2	Asbestos Waste Packaging and Handling	CY	20.00	\$100.00	1.03	\$2,060.00
					Subtotal	\$4,120.00

S13-063A TASK 3
ESTIMATED COSTS
A3 - DECOMMISSIONING

Page 1 of 1

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Price</i>
A3	Decommissioning					
A3.a	Decommission Cleaning					
A3.a1	Cleaning of pumping station and equipment	LS	--	\$5,400.00	--	\$5,400.00
A3.a2	Decontamination of PCB equipment*	LS	--	\$9,280.00	--	\$9,280.00
					Subtotal	\$14,680.00
A3.b	Draining of Transformer and Equipment Oils	LS	--	\$6,240.00	--	\$6,240.00
A3.c	Removal of Substation*	LS	--	\$3,760.00	--	\$3,760.00

*To be revised pending further investigation

S13-063A TASK 3
ESTIMATED COSTS
A3 - DECOMMISSIONING
SUMMARY OF ITEM A3.a1 COSTS

EQUIPMENT	RATE (HOURLY)	HOURS	DAYS	TOTAL
Wet Vac	\$125	8	1	\$1,000
Small Tools	\$10	8	1	\$80
Consumables	\$50	8	1	\$400
Power Washer(2)	\$80	8	1	\$640
Level C PPE	\$120	8	1	\$960
SUBTOTAL EQUIPMENT				\$3,080

LABOR	RATE (HOURLY)	HOURS	DAYS	TOTAL
Forman	\$95	8	1	\$760
Operator 1	\$85	8	1	\$680
Laborer 1	\$55	8	1	\$440
Laborer 2	\$55	8	1	\$440
SUBTOTAL LABOR				\$2,320
TOTAL ITEM A3.a1				\$5,400

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A3 - DECOMMISSIONING
SUMMARY OF ITEM A3.a2 COSTS

EQUIPMENT	RATE (HOURLY)	HOURS	DAYS	TOTAL
Small Tools	\$10	8	2	\$160
Consumables	\$50	8	2	\$800
Level C PPE	\$120	8	2	\$1,920
SUBTOTAL EQUIPMENT				\$2,880

LABOR	RATE (HOURLY)	HOURS	DAYS	TOTAL
Forman	\$95	8	2	\$1,520
Operator 1	\$85	8	2	\$1,360
Laborer 1	\$55	8	2	\$880
Laborer 2	\$55	8	2	\$880
Laborer 3	\$55	8	2	\$880
Laborer 4	\$55	8	2	\$880
SUBTOTAL LABOR				\$6,400
TOTAL ITEM A3.a2				\$9,280

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A3 - DECOMMISSIONING
SUMMARY OF ITEM A3.b COSTS

EQUIPMENT	RATE (HOURLY)	HOURS	DAYS	TOTAL
Excavator with demolition grapple and operator	\$200	16	1	\$3,200
Small tools	\$10	8	1	\$80
Consumables	\$50	8	1	\$400
SUBTOTAL EQUIPMENT				\$3,680
LABOR	RATE (HOURLY)	HOURS	DAYS	TOTAL
Forman	\$95	8	1	\$760
Operator 1	\$85	16	1	\$1,360
Laborer 1	\$55	8	1	\$440
SUBTOTAL LABOR				\$2,560
TOTAL ITEM A3.b				\$6,240

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A3 - DECOMMISSIONING
SUMMARY OF ITEM A3.c COSTS

EQUIPMENT	RATE (HOURLY)	HOURS	DAYS	TOTAL
Vac Truck	\$125	8	1	\$1,000
Small Tools	\$10	8	1	\$80
Pumping Equipment	\$25	8	1	\$200
Consumables	\$20	8	1	\$160
SUBTOTAL EQUIPMENT				\$1,440

LABOR	RATE (HOURLY)	HOURS	DAYS	TOTAL
Forman	\$85	8	1	\$680
Operator 1	\$95	8	1	\$760
Laborer 1	\$55	8	1	\$440
Laborer 2	\$55	8	1	\$440
SUBTOTAL LABOR				\$2,320

TOTAL ITEM A3.d \$3,760

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A4 - DEMOLITION

Page 1 of 1

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Price</i>
A4	Demolition					
A4.a	Utility Services					
A4.a1	Cut and Cap Sanitary and Storm Sewer Services	LS	1	\$5,000.00	--	\$5,000.00
A4.a2	Cut and Cap Watermain Services	LS	1	\$5,000.00	--	\$5,000.00
					Subtotal	\$10,000.00
A4.b	Temporary Controls					
A4.b1	Implement Stormwater protection Plan	LS	1	\$2,000.00	--	\$2,000.00
A4.b2	Install Perimeter Fencing*	LF	5,000	\$25.00	1.03	\$128,750.00
					Subtotal	\$130,750.00
A4.c	Demolition of Hangar 2					
	Demolition crew (see summary of item A4.c costs sheet for breakdown)	WEEKS	10	\$44,500.00	1.03	\$458,350.00
					Subtotal	\$458,350.00
A4.d	Site Resoration					
	Backfilling crew (see summary of item A4.d costs sheet for breakdown)	WEEKS	1	\$14,180.00	1.03	\$14,605.40
A4.d1						
A4.d2	Bulkhead heater pits to enable backfilling	EA	4	\$2,000.00	1.03	\$8,240.00
					Subtotal	\$22,845.40

*Subject to WCAA fencing requirements

S13-063A TASK 3
ESTIMATED COSTS
A4 - DEMOLITION
SUMMARY OF ITEM A4.c COSTS

EQUIPMENT	RATE (WEEKLY)	WEEKS	TOTAL	
CAT 385 Excavator with LaBounty 7500R Shear and Operator	\$11,000	1	\$11,000	
Excavator with LaBounty Demolition Grapple and Operator	\$9,500	1	\$9,500	
Front End Loader, solid tires with demolition bucket and Operator	\$8,000	1	\$8,000	
Bobcat 610 Skid Steer Loader with Grapple Bucket, Hard Tires and Operator	\$4,500	1	\$4,500	
Burning Supplies, Small Tools	\$500	1	\$500	
Dust control water truck and associated support equipment	\$2,200	1	\$2,200	
SUBTOTAL EQUIPMENT			\$35,700	

LABOR	RATE (HOURLY)	HOURS	WEEKS	TOTAL
Laborer 1	\$55	40	1	\$2,200
Laborer 2	\$55	40	1	\$2,200
Laborer 3	\$55	40	1	\$2,200
Laborer 4	\$55	40	1	\$2,200
SUBTOTAL LABOR				\$8,800
TOTAL ITEM A4.c				\$44,500

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS
A4 - DEMOLITION
SUMMARY OF ITEM A4.d COSTS

EQUIPMENT	RATE (WEEKLY)	WEEKS	TOTAL
Front End Loader, with 3 cy bucket and Operator, fueled	\$6,500	0.4	\$2,600
Hydraulic Excavator with compactor and operator, fueled	\$9,500	1	\$9,500
Trucking of YIP-provided backfill	\$5,200	0.40	\$2,080
TOTAL ITEM A4.d			\$14,180

BACKFILL AND RESTORATION MATERIALS BY YIP

Provided by YIP all voids from slab, footings, foundations and tunnels	CY	18,000
Trucking rate: 25 cy/load, 6 trucks	CY/DAY	1,200

S13-063A TASK 3
ESTIMATED COSTS
HANGAR 2
PART B

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>Total Price</i>
B1	Slab, Footing and Foundation Concrete Removal *				
B1.a	Concrete Demolition crew (see summary of item B1.a sheet for breakdown)	WEEKS	6	\$39,350.00	\$236,100.00
B2	Foundation Excavation Backfilling and Surface Restoration**				
B2.a	Backfilling crew (see summary of item B2.a sheet for breakdown)	WEEKS	4	\$156,470.00	\$625,880.00
B3	Materials				
B3.a	Off-site trucking and disposal of 12,000 cy of concrete	CY	12,000	\$25.00	\$300,000.00

*Estimated 12,000 CY of slab and subsurface concrete

**Estimated 18,000 CY of YIP material to fill void space

S13-063A TASK 3
ESTIMATED COSTS SUBSURFACE REMOVAL
B1 - CONCRETE REMOVAL
SUMMARY OF ITEM B1.a COSTS

EQUIPMENT	RATE (WEEKLY)	WEEKS	TOTAL	
Excavator with excavation bucket and Operator	\$9,750	1	\$9,750	
Excavator with concrete pulverizer and Operator	\$8,000	1	\$8,000	
Front End Loader, solid tires with demolition bucket and Operator	\$6,500	1	\$6,500	
Excavator with hydraulic hammer/breaker	\$8,000	1	\$8,000	
Burning Supplies, Small Tools	\$500	1	\$500	
Dust control water truck and associated support equipment	\$2,200	1	\$2,200	
SUBTOTAL EQUIPMENT			\$34,950	

LABOR	RATE (HOURLY)	HOURS	WEEKS	TOTAL
Laborer 1	\$55	40	1	\$2,200
Laborer 2	\$55	40	1	\$2,200
SUBTOTAL LABOR				\$4,400
Total Weekly Rate				\$39,350

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 3
ESTIMATED COSTS SUBSURFACE REMOVAL
B2 - BACKFILLING
SUMMARY OF ITEM B3.a COSTS

Page 1 of 1

EQUIPMENT	RATE (WEEKLY)	WEEKS	TOTAL
Front End Loader, with 3 cy bucket and Operator, fueled	\$6,500	3	\$19,500
Hydraulic Excavator with compactor and operator, fueled	\$9,500	8	\$76,000
Trucking of YIP-provided backfill	\$15,600	3	\$46,800
Bulldozer, D-6, operated	\$7,085	2	\$14,170
TOTAL ITEM B3.a			\$156,470

BACKFILL AND RESTORATION MATERIALS BY YIP

Provided by YIP all voids from slab, footings, foundations and tunnels	CY	18,000
Trucking rate: 25 cy/load, 6 trucks	CY/DAY	1,200

S13-063A TASK 4
ESTIMATED COSTS
HANGAR 2
PART C - CRUSH ON-SITE

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Price</i>
C1	Mobilize Concrete Crusher	LS	--	\$25,000.00	--	\$25,000.00
C2	Crushing Concrete Onsite					
C2.a	Crushing crew (see summary of item C2.a costs sheet for breakdown)	LS	--	\$174,000.00	--	\$174,000.00

S13-063A TASK 3
ESTIMATED COSTS
C2 - CONCRETE CRUSHING
SUMMARY OF ITEM C2.a COSTS

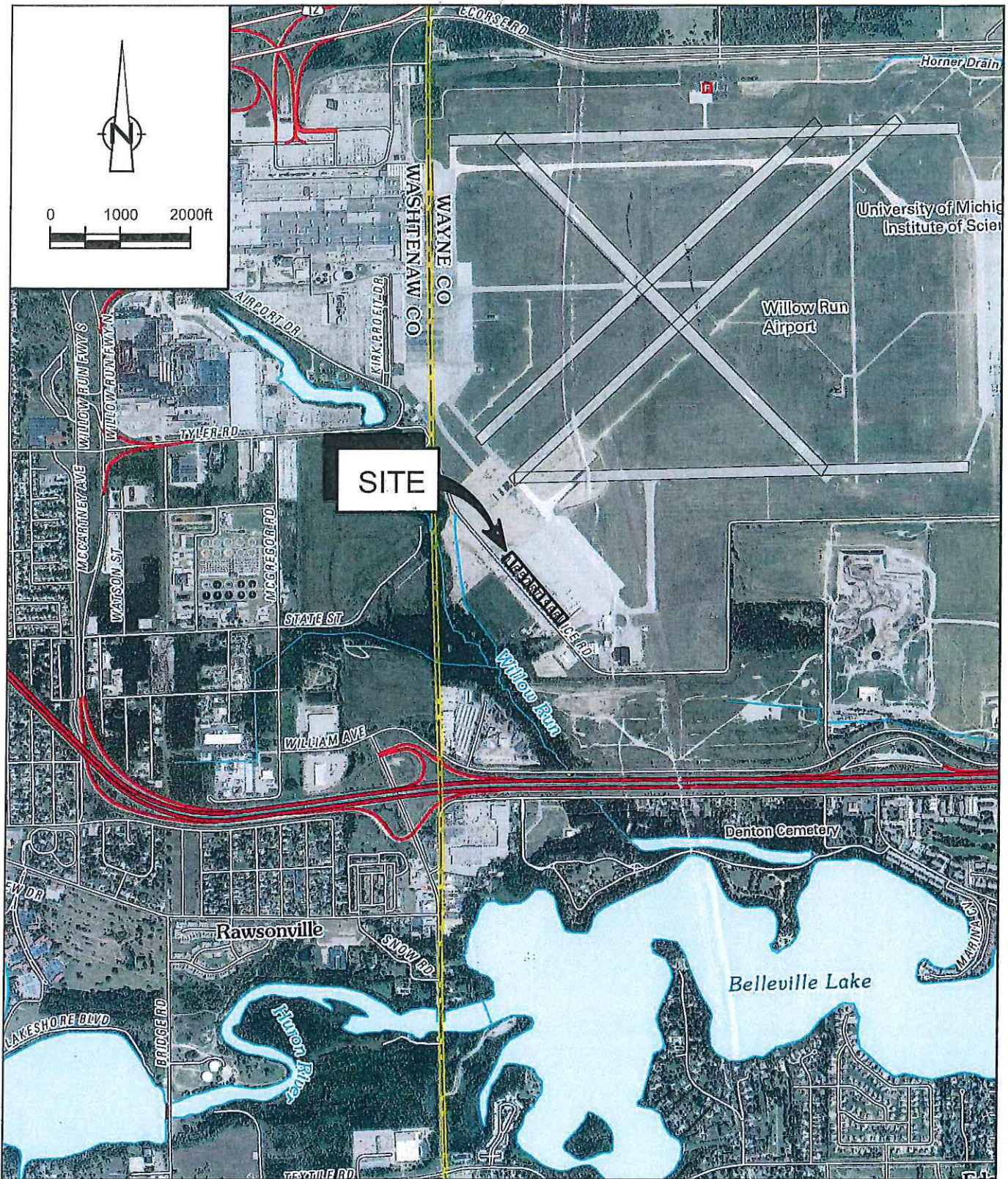
EQUIPMENT	RATE (WEEKLY)	WEEKS	TOTAL
Front End Loader, with 3 cy bucket and Operator, fueled	\$6,500	6	\$39,000
Off-road truck 25 cy capacity, Operated	\$6,250	12	\$75,000
Daily operation of crusher	\$10,000	6	\$60,000
TOTAL ITEM C2.a			\$174,000

Source: RS Means 2012 Building Construction Cost Data

S13-063A TASK 4
ESTIMATED COSTS
HANGAR 2
PART D - ELECTRICAL REROUTE (MANDATORY)

<i>Item</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit Price</i>	<i>City Code Multiplier</i>	<i>Total Price</i>
D1	Reestablishment of Warning Lights w/ Disc Sw	LS	--	\$14,500.00	--	\$14,500.00
D2	112.5kVA, 13.2kV:480Y/277V Transformer Installation /w 13.2kV Feeder, Splicing, Handholes and LV Feeders	LS	--	\$72,000.00	--	\$72,000.00
D3	Rerouting of Existing LV Cable (Gate & Oil/H2O Sep.)	LS	--	\$110,400.00	--	\$110,400.00
D4	Rerouting and Interception of Existing Fiber Optics.	LS	--	\$40,960.00	--	\$40,960.00

EXHIBIT C to the Brownfield
Cleanup Revolving Loan Fund
Agreement for the Wayne County
Airport Authority – Willow Run
Hangar 2.



SOURCE: USGS AERIAL MAP;
YPSILANTI, MICHIGAN; DATE: 2011

figure 1

SITE LOCATION MAP

HANGAR # 2

WAYNE COUNTY AIRPORT AUTHORITY

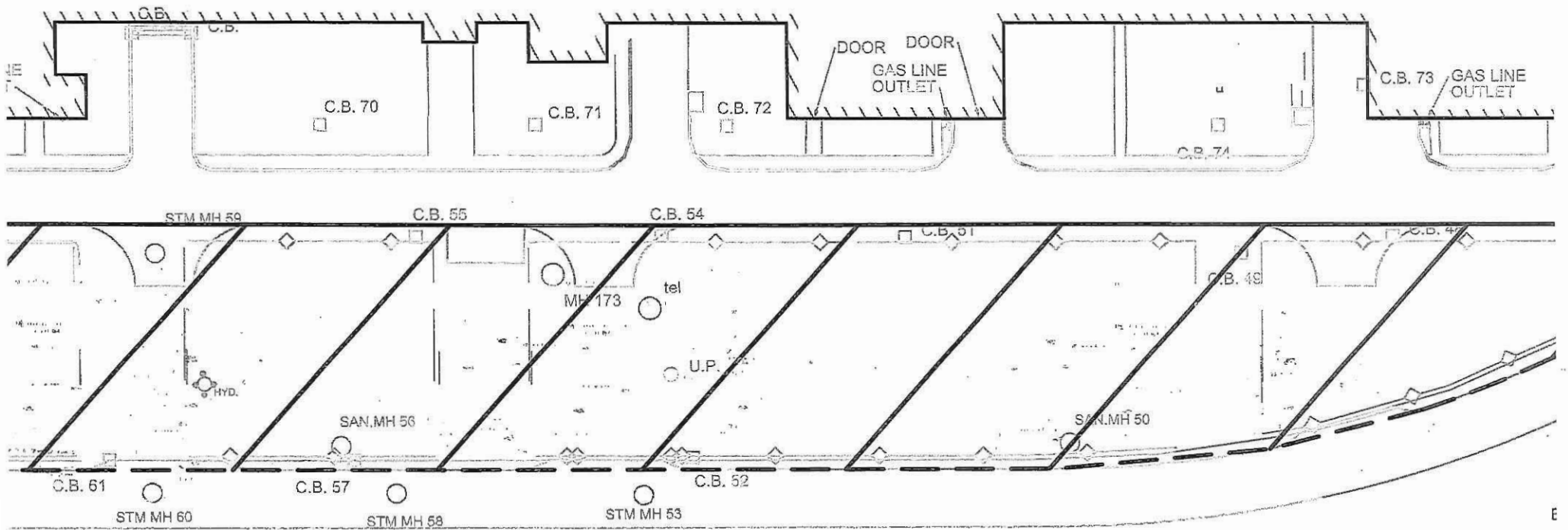
Ypsilanti, Michigan



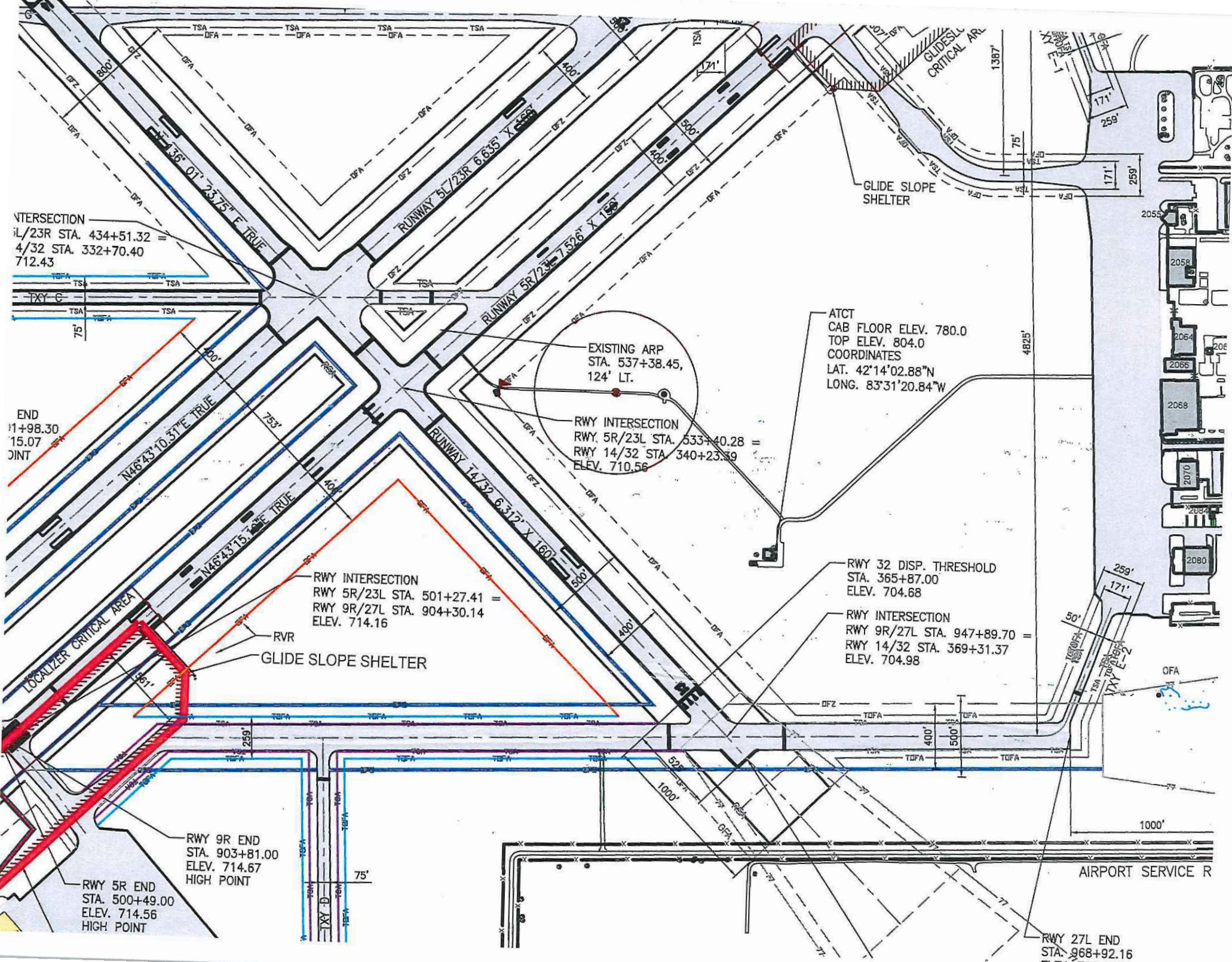
CRA ENGINEERING INC.

DRAFT

081129-H2C(003)GN-DE001 DEC 17/2013



N / STAGING AREA



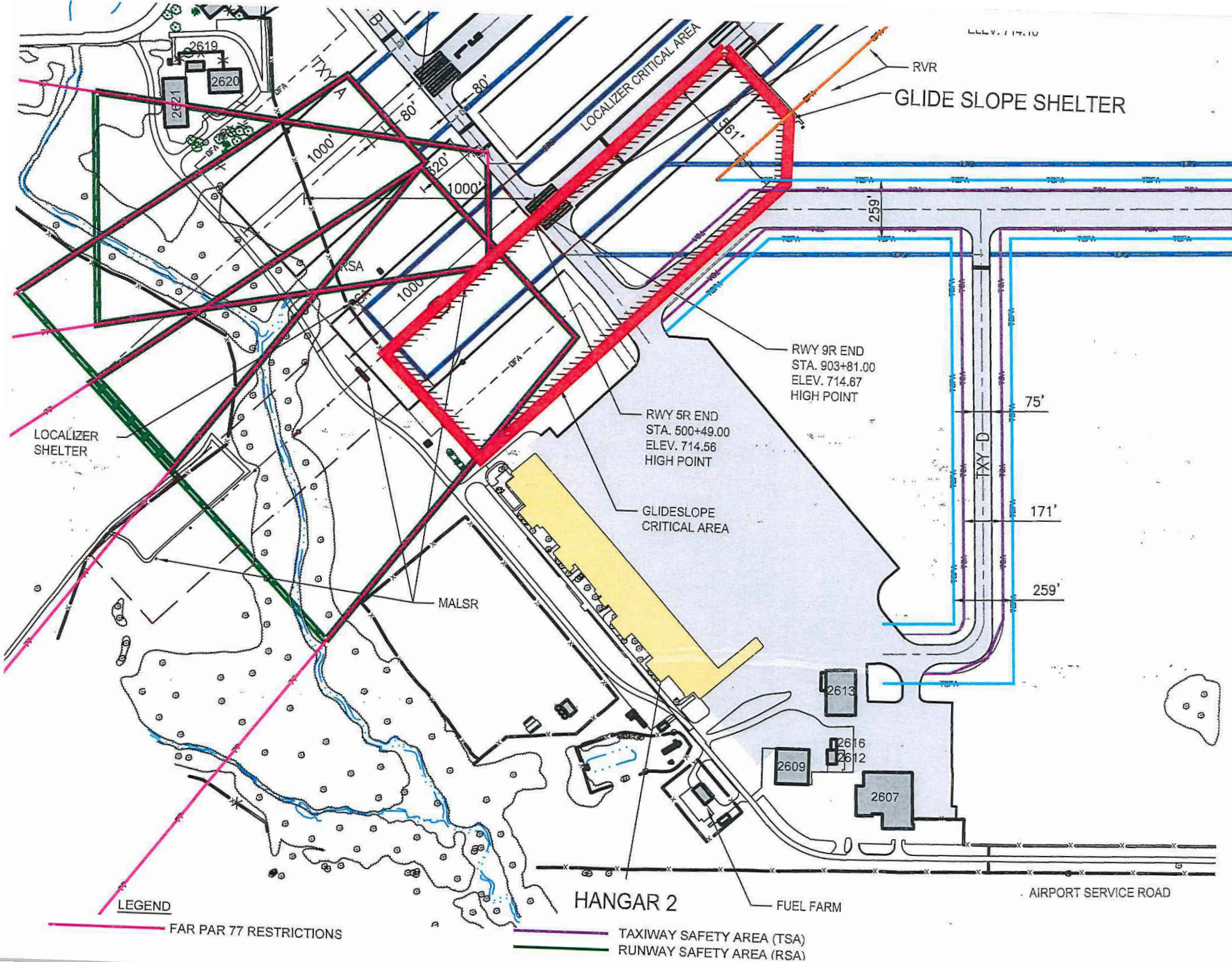


EXHIBIT D to the Brownfield
Cleanup Revolving Loan Fund
Agreement for the Wayne County
Airport Authority – Willow Run
Hangar 2.

PROMISSORY NOTE
(Term Loan)

\$600,000.00

Romulus, Michigan

Maturity Date: June 1, 2029

Dated: May 7, 2014

FOR VALUE RECEIVED, the undersigned, (the "Borrower"), promises to pay to the order of **Downriver Community Conference**, an inter-local government unit organized under the laws of Michigan (the "Lender"), at any office of the Lenders located in the State of Michigan or at such other place as Lender may designate in writing, the principal sum of **SIX HUNDRED THOUSAND AND 00/100 Dollars (\$600,000.00)**.

This Note shall be paid to the Lender in consecutive monthly payments of principal commencing on the 1st day of the month after the end of the 60th month anniversary of the date of this Note and continuing on the 1st day of each month thereafter, in the amount of Five Thousand and 00/100 Dollars (\$5,000.00), until the Maturity Date, upon which date the entire unpaid principal balance of this Note shall be due and payable to Lender in full.

Borrower expressly assumes all risks of loss or delay in the delivery of any payments made by mail, and no course of conduct or dealing shall affect Borrower's assumption of these risks. Borrower shall not be required to pay interest.

Borrower may prepay this Note in part or in full at anytime without penalty.

All prepayments received shall, at the option of the Lender, first be applied against accrued and unpaid interest or costs, if any, and then the balance against principal.

Upon the occurrence of any of the Events of Default or for any other Event permitting Lender to make demand as described in the EPA Brownfield Cleanup Revolving Loan Fund Agreement executed contemporaneously herewith, as may be amended from time to time, the Lender, at its option, and without notice to Borrower, may declare the entire unpaid principal balance of this Note, and all other indebtedness of Borrower to Lender, to be immediately due and payable.

Upon the occurrence of any Event of Default or upon non-payment of this Note after demand, the unpaid principal balance of this Note shall bear interest at a rate equal to six (6.00%). In addition, if any payment due under this Note is not paid within ten (10) days after the date due, then, at the option of the Lender, a late charge of not more than five percent (5.00%) for each dollar of the installment past due, or \$15.00, whichever is greater. Borrower agrees to pay all of Lender's costs incurred in the collection of this Note, including reasonable attorney fees.

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Borrower's failure to pay the entire amount due shall be an Event of Default. Borrower waives presentment for payment, demand, notice of nonpayment, notice of protest or protest of this Note, any defenses under 3-605 of the Michigan Uniform Commercial Code, the release of any collateral or part thereof, with or without substitution, and Lender diligence in collection or bringing suit, and (ii) consent to any and all extensions of time, renewals, waivers, or modifications as may be granted by Lender with respect to payment or any other provisions of this Note. The liability of the Borrower under this Note shall be absolute and unconditional, without regard to the liability of any

other party. This Note shall be deemed to have been executed in, and all rights and obligations hereunder shall be governed by, the laws of the State of Michigan.

This Note evidences a Loan made under the terms of a Brownfield Cleanup Revolving Loan Fund Agreement, executed contemporaneously herewith, and any amendments thereto

BORROWER:

**WAYNE COUNTY AIRPORT AUTHORITY,
a statutory entity created under Public Act 90 of 2002**

By: _____

Its: Chief Executive Officer

This Agreement was approved by the DCC on the _____ day of _____, 2014.

DOWNRIVER COMMUNITY CONFERENCE

By: _____

Its: _____

PROMISSORY NOTE
(Term Loan)

\$600,000.00

Romulus, Michigan

Maturity Date: June 1, 2029

Dated: May 7, 2014

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BORROWER:


WAYNE COUNTY AIRPORT AUTHORITY,
a statutory entity created under Public Act 90 of 2002

By: 
Its: Chief Executive Officer

This Agreement was approved by the DCC on the 12th day of May, 2014.

DOWNRIVER COMMUNITY CONFERENCE

By: 
Its: Booth Dunn 

APPROVED AS TO FORM:
BY: 
GENERAL COUNSEL

WAYNE COUNTY AIRPORT AUTHORITY

DATED: 5/7/14