## AMENDED DEVELOPMENT AND REIMBURSEMENT AGREEMENT AND ASSIGNMENT AND ASSUMPTION OF PLAN

THIS	DEVELOPM	IENT AND	REIMB	URSEMENT	AGREE	MENT	(the
"Agreement")	dated		, 2025, is	entered into	between th	ne CITY	OF
WARREN B	ROWNFIELD	REDEVEL	OPMENT	<b>AUTHORIT</b>	Y (the "A	uthority"),	an
authority estab	lished pursuant	to Act 381 of	Public Acts	of 1996, as an	nended ("the	Act"), wh	hose
address is One	City Square,	Warren, Mich	igan 48093	("the Authorit	y), and CO	OLE STRI	EET
INVESTMENT	ΓS, LLC, a Mic	chigan limited	liability cor	npany, with a	corporate ac	ldress of 6	5960
Orchard Lake	Rd., Suite 120,	West Bloomf	ield Twp., N	Michigan 4832	2 ("the Owr	ner/Assign	or")
and Village at	eth Park, LLC,	whose address	is 56114 St	oney Place, Sh	elby Towns	hip, Mich	igan
48316 ("Assign	nee" or "Develo	per").			-	-	-

### RECITALS

- A. The Authority was created by the City of Warren (the "City") pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended, MCL 125.2651 et seq., ("Act 381"), and, pursuant to Act 381, the Authority has adopted a Brownfield Plan which was duly approved by the City Council of the City.
- B. Act 381 permits the Authority to capture and use the property tax revenues generated (other than School Taxes are known as "Local Taxes") from the incremental increase in property value of a redeveloped brownfield site constituting an "eligible property" under Act 381 to pay or to reimburse the payment of Eligible Costs. Act 381 permits the Authority to reimburse the Developer for the cost of Eligible Activities on Eligible Property associated with a Facility, using Tax Increment Finance (TIF) Revenues generated by the redevelopment of the Property.
- C. Cole Street Investments, LLC ("Assignor") owns property at 8525 Cole Dr., Warren, Michigan, Parcel No. 1313-10-376-004 ("the Property"), which was environmentally contaminated, blighted and dilapidated and determined to be an eligible as a Brownfield Facility under the Act.
- D. Assignor Developer submitted an Application to the Authority for approval of the Brownfield Plan providing for the use of tax increment revenues to reimburse a portion of the Eligible Activities on the Property. On October 27, 2020, the Warren City Council approved the Brownfield Plan, which provided for a maximum reimbursement of Local Tax Increment Finance ("TIF) revenues captured for the Eligible Costs, and the Administrative Costs described below, provided no more than \$4,788,861.00 over 21 years to be paid from the capture of Local Tax Increment Revenues allowed under the Plan, Act 381 ("the Original Plan"), and in 2022 entered into a Development and Reimbursement Agreement with the Authority ("First Agreement").

- E. Pursuant to eh Plan, Assignor demolished the blighted Hartig Junior High School building and submitted a request for reimbursement of TIF in the amount of \$ (Demolition Costs"). To date such costs have not been verified or paid.
- F. Assignor is selling the Property to Village at the Park, LLC ("Developer"), with the real estate transaction to be completed on or before
- G. Developer wishes to proceed with the development, and was approved for amendment to the Plan, entitled "Brownfield Amendment. Assignor and Developer are seeking an assignment of the Plan to the Developer. By undertaking the Project, the Developer represents that it incurred the Eligible Costs that were approved for reimbursement Tax Increment Revenue generated upon redevelopment of the Property under the Plan.
- G. Developer and Assignor agree that Developer will assume all rights, obligations under the Plan and agrees to the terms of the Agreement, as amended by this Amendment.
- G. H. The Authority has incurred and anticipates that it will incur certain eligible administrative expenses associated with the Brownfield Plan and Amended Plan (the "Administrative Costs"), and for which it seeks reimbursement from Tax Increment Revenues (as defined below) other than Educational Taxes (the "Local Tax Increment Revenues").
- I. Following reimbursement of all amounts due the Developer and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below, additional tax increment revenues will be deposited into the local site remediation revolving fund ("LSRRF"), subject to this Agreement; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made only for a maximum of 5 years after the time that capture is required to pay the Eligible Costs and Work Plan related Eligible Costs.
- J. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use a portion of the ad valorem property tax revenues that are generated from an increase in the taxable value of the property resulting from the redevelopment of the Property to which the Authority is entitled to receive (the "Tax Increment Revenues") to reimburse the Developer for the Eligible Costs, to pay the Authority for Administrative Costs, and to fund a LSRRF pursuant to Act 381, according to the Plan.
- K. The parties are entering into this Agreement to establish the requirements and procedures for such reimbursement and funding.

#### TERMS AND CONDITIONS

Therefore, in consideration of the promises of the parties as provided in this Agreement, the parties agree as follows:

- 1. Capture of Taxes. During the term of this Agreement, the Authority shall capture from ad valorem and special act Tax Increment Revenues as defined and permitted under Act 381 from the Property and use those Tax Increment Revenues as provided in this Agreement.
- **2. Assignment.** Assignor, for itself its officers, members, subsidiaries, parents, affiliates, successors or assigns (Assignor Parties) agrees to assign all rights, obligations and terms of the First Plan and First Agreement to Developer Village at the Park, LLC. Assignor Parties assign right to TIF payments for Demolition Costs, and any other payment that may be due and owing under the Plan and Agreement.
  - a. Developer, for itself, its officers, members, parents, subsidiaries, affiliates, successors or assigns (Developer Parties) agrees to accept and assume all rights, obligations and warranties in the Plan.
  - b. Assignor and Assignee, jointly and severally, and for their members, officers, employees, successors, parent, subsidiary or affiliated entities, or assigns, agree to indemnify, hold harmless and defend the Authority and City of Warren for or from any claims, demands, liabilities, receivables, outstanding payments that may have accrued or been owing under the Agreement or Plan prior to this Agreement, except as provided in this Amendment.
  - c. Assignee/Developer Parties assume and agree to the bound by, and perform, all of Assignor's obligations, terms, warranties and conditions of, under and to the First Agreement as though Assignee itself had entered into said Agreement, and as amended by this Amended Agreement. Notwithstanding this assignment, Assignor will remain obligated to the City for obligations not performed by Assignee.
  - d. The Authority consents to and accepts the Assignment of the Agreement to Assignee, subject to the terms of this Amended Agreement, provided, however, by consenting to the Assignment, the Authority is not waiving any outstanding obligation or uncured default of any term of the Agreement which accrued prior to this Assignment, whether known or unknown, and reserves all rights to pursue compliance with, performance or remedial action for any default, under the Agreement from either Assignor or Assignee.
- 3. Plan. Developer agrees to complete the activities and development described in:
  (a) the Brownfield Plan Amendment #4, as approved by the City of Warren City
  Council on October 14, 2025, a copy of the base Amended Plan, exclusive of the
  exhibits, is attached as **Exhibit B**, which along with the exhibits which Developer
  attached to the Plan and are on file with the Brownfield Authority, are incorporated
  by reference and made a part of this Agreement; and (b) the Site Plan, which upon
  approval at a subsequent meeting by the City of Warren Planning Commission shall

become a part of this Agreement, along with subsequent amendment, upon approval of the Planning Commission. To the extent that provisions of the Amended Plan directly conflict with this Agreement, the terms and conditions of this Agreement will control. To the extent provisions of the Amended Plan, Authority Resolution adopting the Brownfield Plan, City Council Resolution, the Site Plan, or this Agreement conflict with Act 381, as amended, Act 381, will control, provided, however, the Act will not be used by Developer to expand or increase the Eligible Costs or Eligible Amount or the duration of the Brownfield Plan, or to the administrative fee to be issued to the City.

- **4.** Upon completion, the Project shall result in 10-12 new full-time jobs, which shall be maintained for the duration of the Plan.
- **Submission of Costs.** For those Eligible Costs for which the Developer seeks reimbursement from the Authority, in written hard copy form commencing, containing:
  - (1) a written statement detailing the costs incurred that are asserted to be Eligible Costs;
    - (2) a written explanation as to why they are Eligible Costs;
  - (3) copies of invoices from contractors, engineers or others who provided such services, or, for the Developer's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals; and
  - (5) any other information which may be reasonably required by EGLE, MEDC or the Authority or their respective auditors.
- 6. Eligible Amount. It is agreed the Eligible Costs and Work Plan costs and Contingencies submitted to, and to be reimbursed by, the Authority to Developer or their designee will not exceed the total amount of its Eligible Costs, up to an estimated \$8,895,225, less the BRA TIF Share, BRA Administrative Fee and 3% State fee, based upon actual costs (Eligible Amount). The estimated capture is provided in the Table attached as Exhibit C to this Agreement. No interest shall be paid by the Authority or included with any reimbursement payment. The payments shall be annually up the earlier of 34 years or the Eligible Amount.

It is understood that the Eligible Amount and captures in Table, inclusive of the State Education Taxes and Michigan State Housing Development Authority, are subject to approval of respective State of Michigan agencies. The eligible amounts shall only be adjusted based upon the approved amounts. Developer shall adjust the Table, if needed, based upon the outcome the reviews by the MSHDA or EGLE, or MEDC.

All Eligible Costs, Work Plan Costs and Contingencies must be submitted to the Authority's Director by December 31, 2031, unless extensions are allowed by the Authority's Director for good cause.

4. Verification of Eligible Costs. The Authority will review and verify the submitted Eligible Costs and, upon verification, within sixty (60) days of receipt of the same. Developer will cooperate and submit any additional records or information reasonably requested by the Authority to complete its review, and will make its property accessible upon reasonable prior written notice for an on-site inspection by the Authority as needed to verify compliance with the Brownfield Plan. Assignor understands that documentation is required for verification of the Demolition Costs. The Authority's Director or Controller shall identify in writing or by electronic message to Developer's address in Section 15, any costs deemed ineligible for reimbursement and the basis for the determination. The Developer or Owner shall have 45 days to provide supplemental information or documents to support the eligibility of the cost. Within 30 days thereafter, the Authority will make the final decision on the disputed cost, and the Developer or Owner may appeal the Authority's decision in accordance with the law. Only costs verified and approved by the Authority will be Eligible Costs under this Agreement, and availability of TIF funds.

### 5. Payments.

- (a) Subject to compliance with this Agreement, Tax Increment Revenues allowed under this Agreement and received by the Authority shall be paid annually by check payable to Village at the Park, and mailed by certified or first class mail to: Vito Castellana, 56114 Stoney Place Dr., Shelby Township, MI 48316. Any change in recipient or address must be submitted in writing to the Authority's Director. Payments will commence following the first full tax payment of summer and winer taxes following completion of the Project, and upon satisfaction of any outstanding payments owed to the City, including special assessment installments, personal property taxes or water charges.
- (b) A written notice of Project completion will be provided to the Authority prior to or in conjunction with the initial submission of costs and request for payment. Checks may be hand-delivered to Developer upon signed receipt of Developer and evidence of identification.
- (c) The Authority will issue payments no later than the April 30 following full payment of summer and winter taxes levied the previous year, unless reasonable extensions are made necessary by the Authority's inability or refusal to approve such payment, in which case notice of such inability will be provided to Developer by the City and/or the Authority or its staff. If in the case of the Authority's inability or refusal to approve such payment, all TIR collected from the project shall be set aside by the BRA pending resolution escrowed by the City's Controller for Developer's benefit until said inability or refusal to approve such payment is rectified.

- (d) For each year of TIR collection under this Agreement, prior to payment of the TIR Payments hereunder, the Authority shall be entitled to retain an amount equal to Ten Percent (10%) of the annual Tax Increment Revenues for Administrative Costs of the City of Warren Brownfield Redevelopment Authority to reimburse it for its costs.
  - (e) In addition, The City of Warren and Developer have agreed to a TIR sharing ratio of eighty percent (80%) to Developer and twenty percent (20%) to the City of Warren and other local taxing jurisdictions after the BRA Administration Fee of ten percent (10%) has been collected and the SBRF three (3%) SET fee, if any, has been deducted. In accordance with the proposed TIR sharing ratio and the TIR Capture Table, the Annual Disbursements shall be made in accordance with percentage of available tax capture and as set forth below:
- (e) The Authority shall have no obligation to reimburse the Developer for Eligible Costs or any other costs from Tax Increment Revenues captured and received by the Authority after the earlier of: (i) payment to Developer of the Eligible Amount in full; or (ii)34 years following beginning of capture of Tax Increment Revenues as provided in the Brownfield Plan.. It is understood that no interest shall be included in any Tax Increment Revenues reimbursed to Developer or otherwise owed to Developer by the Authority or the City, notwithstanding anything allowed by law or stated in the Plan.
- Unless it disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after approval of the Authority Board as provided in paragraph 4, pay to the Developer amounts for which submissions have been made pursuant to paragraph of this Agreement by the date and to the party identified according to Section 5 hereof, provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid, according to the Brownfield Plan, up to the Eligible Amount for a time period of TIR collection. It is understood that no payment will be made if the Developer has received written notice of a material default in a term of this Agreement and such default has not been cured. It is further understood that the Authority is not obligated to reimburse the Developer for any approved Eligible Costs during any period of time that either Developer is delinquent in the payment of real or personal property taxes imposed on the Property. If sufficient Tax Increment Revenues attributable to the Property are not available at the time a submission of costs and request for reimbursement is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Property that are next received by the Brownfield Redevelopment Authority and are not otherwise allowed to be used for purposes permitted by Section 5d, above, until such arrearage is paid. If the failure to collect and pay TIR to Developer is not the result of a default by Developer, the 30 year TIR collection limitation shall automatically extended such additional periods of time to make Developer whole from any such insufficiency, to the extent allowed by local or state law, or the Plan.
- (g) If there are insufficient funds from the Tax Increment Revenues captured under subparagraph (a) at any given time to pay all the Eligible Costs, the Authority or City of Warren or any other taxing jurisdiction is not required to reimburse Developer from any other source. The Authority, will, however, make additional payments toward the Developer's remaining

unreimbursed Eligible Costs in accordance with the Agreement as Tax Increment Revenues become available hereunder.

6. **Termination.** This Agreement may be terminated if Developer fails to fulfill a material obligation under this Agreement or the applicable law, after being provided written notice of said failure is provided to Developer or Owner/Tenant from the Director of Community, Economic and Downtown Development ("Director"). Developer shall be a given a reasonable period of time, but no less than thirty (30) days, to investigate the alleged failure and either refute the alleged failure or provide a plan to mitigate any such failure and cure the default. If the default is of such a nature that it cannot be cured within 30 days, Developer will, within the 30 days of the notice of default, provide notice to the Director of the measure that will be taken to cure the default, and will diligently proceed to cure the default within at least 30 days thereafter, unless extended for good cause. If the Developer fails to mitigate the default in accordance with the mutually agreed upon plan and within the mutually agreed time frame, the Director may commence proceedings to terminate the Brownfield Plan. Prior to such action, however, the Developer shall be given an opportunity to meet with the Director, Authority and/or City Council to discuss resolving the default before formal actions are commenced to revoke the Brownfield Plan.

Upon termination, the Brownfield Plan will be abolished, and no further payments will be reimbursed to the Developer. The parties reserve all of their rights by law. Revocation process may be invoked for material obligations, under this Section, are defined to include: (a) a recurring pattern of at least twice, failing to pay taxes or water charges; (b) failure to complete the Project in substantially the same form as approved by the Brownfield Redevelopment Authority and City Council; (c) failure to comply with Section 9 of this Agreement; or (d) failure to cure at least three non-material violations, after being provided written notice to Developer and provided an opportunity to cure as outlined above; or (e) vacating the Property without valid assignment of this Agreement; (f) failure to complete or abandoning construction of the Project for a period of more than four months.

### 7. Adjustments.

(a) If, prior to the termination of this Agreement, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Tax Increment Revenues to the City or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties assessed by the Michigan Tax Tribunal, from any future amounts due and owing the Developer. However, in any case other than an appeal of any tax assessment or reassessment of any portion of the Property, the term for repayment may be extended to accommodate any necessary extension to repay any outstanding balance owed to Developer under this Agreement so long as the term does not exceed the thirty (30) year TIR collection duration, without approval of a Brownfield Plan Amendment, which shall not be unreasonably conditioned or denied by the City and BRA. In any such case, the Authority shall reimburse Developer any such loss of <u>Tax Increment Revenues</u> previously <u>paid to Developer</u> through the capture of tax increment revenue from the remaining taxing jurisdictions and any repayment period shall be extended until Developer has been reimbursed in full up to the Eligible Amount.

- (b) If all amounts due under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, this Agreement will terminate, subject to any other rights or obligations in this Agreement.
- **8. Development and Compliance.** The Developer shall perform all activities and develop the Project and Property in substantial accordance with the approved Brownfield Plan and the Project shall remain in operation upon the Property for the duration of the Brownfield Plan for the Project described above under Recitals. Developer will maintain 10 to 12 employees at the Property for the duration of the Plan. If Tenant vacates the Property prior to full repayment under the Brownfield Plan, or fails to complete the Project, no further payments will be made.
- 9. Compliance with Laws; Restrictions. Developer will ensure that all activities, development, occupancy and use of and upon the Property shall comply with all applicable laws, regulations and codes, and local ordinances and Site Plan conditions. Developer agrees that the Property shall not be used for the selling or exhibiting of pornographic materials (however, nothing shall prohibit the sales of mainstream books or materials sold at a mainstream bookseller such as Barnes and Noble), any bingo parlor, or gaming gambling, betting or game of chance business, pool or billiard hall, tattoo parlor, so called "head shop," massage parlor (except reputable chain day spa typical of first class shopping centers in the metropolitan Detroit area shall be permitted), adult book store, adult entertainment facility or adult video store, or an establishment featuring a male or female adult revue or sexually-oriented business identified in the City of Warren Zoning Ordinances, section 14.01 (s) and section 6-77 of the Warren Code or Ordinances, or for the use, growth, cultivation, distribution or manufacturing, or processing of marihuana. shall be maintained in accordance with local ordinances and state laws. Developer agrees the Project construction shall progress without interruption, absent force majeure causes, and the site will be maintained and kept free of debris, dirt piles and equipment, when construction is not in progress.
- 10. **Reporting.** The Developer shall submit a written report in a form provided by the Authority to the Authority following the Project's completion indicating as of that date the number of new jobs located at the Project, if any, and the total Eligible Costs incurred.
- 11. **Environmental Certification/Indemnification.** The Assignor and Developer, for themselves, their officers, directors, shareholders, members, affiliates and subsidiaries, hold harmless and indemnify the City of Warren (the City), City of Warren Brownfield Redevelopment Authority (the Authority), and their officers, employees, members, committees and commissions, for and from any liability, demands, cause of action, claim or suit, for any injury or damage or violation of law or regulation, relating to or arising out of any environmental condition or contamination on or from the Property, or for any liability that may be imputed to the City due to its approval of the Brownfield Plan, except to the extent any of the foregoing that may be due to contamination directly caused, in whole or in part, by the City or the Authority, and relating to or arising out of any claim, damage or injury resulting out of or relating to the disbursement of TIR payments to Developer S & G Real Estate, LLC according to the procedure provided in this Agreement. The indemnification obligations shall survive final reimbursement or abolishment of the Plan.

- 12. **Interpretation.** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Notwithstanding the foregoing, this Agreement incorporates the Brownfield Plan, Resolution adopting the Brownfield Plan, City Council Resolution and all related official minutes, as well any exhibits and attachments to them as well as any amendments to them, and allocations and re-allocations of eligible activities categories under the Act 381 Work Plan(s), and the Site Plan as outlined above in **Section 2 of the Terms and Conditions**..
- Assignment; Binding Effect. This Agreement and the rights and obligations under 13. this Agreement may be assigned between the Developer and any wholly owned related entity upon written notice to Authority, but shall not be assigned or otherwise transferred to any other party without the consent of the other parties, which shall not be unreasonably withheld, delayed or conditioned. This Agreement shall be binding upon any successors or permitted assigns of the parties. Notwithstanding any assignment of the Agreement, Developer will remain obligated for the performance of the obligations attributed to such party, provided that such assignee shall be primarily obligated for the performance of the same. Developer may assign its rights and obligations, upon advance written notice to the Authority without the Consent of the City or the Authority provided that such assignment is made: (a) as a pledge to secure financing; or (b) to an entity owned or controlled by at least 50 percent of Developer's members or shareholders. In the event of an assignment to an unrelated third party purchaser, the assigning party shall provide prompt notice of such assignment to the Authority at the address provided in Section 15, and the assignee and assignor will execute a written agreement for the assignment and assumption of all rights and obligations under this Agreement in such form that meets with the satisfaction of the Authority, which shall not be unreasonably conditioned, delayed or withheld.
- 14. **Term.** This Agreement shall terminate the earlier of: (a) the date when the Eligible Amount as required under this Agreement is fully reimbursed, or (b) the period provided in the Brownfield Plan, as amended, subject to the payment of deposits into the LSRRF as provided in Paragraph M hereof.
- 15. **Notice.** All notices required under this Agreement shall be in writing and shall be deemed to have been given, whether actually received or not, if either delivered personally or mailed by email, fax, certified or registered mail, or overnight service to the parties as set forth below, except that notices of default or termination or of any legal appeal to a state court or agency must be given to the recipients and addresses below by certified or registered mail. Notices of an administrative nature such as cost or cost information exchange, and reports, may be communication by e-mail at the respective addresses below. Either party may change its address for notices, bills or statements by giving notice of such change as hereinabove set forth.

If to the Authority:
Mr. Tom Bommarito
Director of Department of Community
Economic & Downtown Development

City of Warren, Michigan One City Square Warren, Michigan 48093 tbommarito@cityofwarren.org

With a copy to:

Warren City Attorney One City Square, Suite 400 Warren, Michigan 48093

If to Assignor:
Mr. Thomas S. LaBret
6960 Orchard Lake Rd.
Suite 120
West Bloomfield, MI 48322
Email:

Developer/Assignee: Vito Castellana 56114 Stoney Place Dr. Shelby Township, MI 48316-4917 E-mail:

- 16. **Counterparts.** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Delivery of a signed counterpart delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq., the scanned or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.
- 17. **Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 18. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 19. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
- 20. **Force Majeure.** Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement if and to the extent that such party's performance under this Agreement is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party so delayed and could not

have been avoided by exercising reasonable diligence, which may include, for example, natural disaster or decrees of governmental bodies not the fault of the affected party(ies). If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything reasonably possible to resume performance. The notification shall provide evidence of the force majeure event to the reasonable satisfaction of the other party.

- 21. **Miscellaneous.** This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought. Subject to Section 2 and 12, above, this Agreement and the exhibits to this Agreement contain all of the representations and statements by the parties to one another, and express the entire understanding between parties, with respect to the Brownfield Plan and Project.
- 22. The provisions of the Recitals, together with all documents or exhibits referenced therein, are intended to be specific, and are an integral to, and embodied within the Agreement.

This Agreement has been executed as of the date first written above.

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LLC:	ASSIGNOR: COLE STGREET INVESTMENTS,
	By: Thomas LaBret Its:
	DEVELOPER: VILLAGE AT THE PARK, LLC:  By:  Vito Castellana
	Its: THE CITY OF WARREN BROWNFIELD REDEVELOPMENT AUTHORITY
	By:
	By:

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Bommarito, Director

# EXHIBIT A PROPERTY DESCRIPTION

## **EXHIBIT B**

## **BROWNFIELD PLAN**

### **EXHIBIT C**

### **TABLE**