

DEVELOPMENT AGREEMENT

Entered into between:

PDC VBT, LLC

And

CHARTER TOWNSHIP OF VAN BUREN

Dated: May 19, 2026

DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is entered into this 19th day of May, 2026 (“Effective Date”) between PDC VBT, LLC, a Delaware limited liability company (“Developer”), and the Charter Township of Van Buren, a Michigan Charter Township (“Township”).

RECITALS

- A. PDC VBT, LLC has an option to buy certain real property from Triple Creek Associates, LLC located in the Township east of Haggerty Road, north of the I-94 Service Drive, west of Hannan Road, and south of I-275, consisting of approximately 282.2 acres, which is more particularly described on Exhibit A attached hereto (“Property”).
- B. Developer plans to develop the Property in four (4) phases as a multi-building data center with a network service building comprised of two (2) Centralized Main Distributed Area (“CMDA”) buildings, and an administrative office building (“Project”).
- C. The Property does not require a rezoning or any zoning variances to develop the Project under the Township’s Zoning Ordinance. The data center and network service buildings are permitted uses under the M-1 zoning district where they will be located. The office building and security building are permitted uses under the C-1 zoning district where it will be located.
- D. The utility infrastructure to be built by DTE Energy Co. and ITC Holdings Corp. on the Property, pursuant to a separate site plan, which will support the Project, is a permitted use under both the M-1 and C-1 zoning districts.
- E. The Property is to be developed in four (4) phases to allow Developer to immediately commence certain construction work on the Property, subject to receipt of necessary approvals from the Township and Wayne County.
- F. By entering into this Agreement, Developer and the Township desire to set forth the parties’ obligations with respect to the Property and the Project and the terms and requirements under which the Property and the Project shall be developed.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

1. DESCRIPTION OF THE PROJECT

- 1.1.** The Project covers an area of approximately 282.2 acres located in general Township east of Haggerty Road, north of the I-94 Service Drive, west of Hannan Road, and south of I-275 in the Township.

1.2. The Project is to be developed in four (4) phases as follows:

Phase 1: The first phase of the Project shall consist of site grading, tree removal, site preparation for utility installation, construction of the stormwater detention pond, privately owned underground utilities, parking areas, and berms.

Phase 2: The second phase of the Project shall consist of the construction of the foundations and framing for Buildings 1 and 2 and security building, the network service building comprised of two (2) CMDA buildings, and the office building as shown on the site plan. Phase 2 shall also include construction of the main site entrance, security kiosks, and related access infrastructure.

Phase 3: The third phase of the Project shall consist of all other remaining items required by the Township's Zoning Ordinance and Engineering Standards including, but not limited to vertical construction, landscaping and screening, signage, woodland and tree preservation, exterior lighting, site engineering, public utilities, onsite sanitary sewer storage, etc.

Phase 4: The fourth phase of the Project shall consist of the preparation of the area designated for Building 3 on the site plan as a pad-ready site, including grading, utility stub-ups, and related improvements necessary to support future development of the site. Construction of Building 3 and related building improvements shall be deferred to a future phase of development, as determined by Developer.

2. DEVELOPMENT REQUIREMENTS

2.1. Development Standards. The Property and Phases 1 - 4 shall be developed and improved in compliance with the following (collectively the "Development Standards"):

2.1.1. The Township Zoning Ordinance, particularly Chapter 2, Site Plan Development and Section 12.212.

2.1.2. Preliminary Site Plans approved on February 11, 2026, and May 13, 2026, including:

2.1.2.1. Approval of a parking deviation for the construction of 595 parking spaces.

2.1.2.2. Landscape screening modification to finding that the existing landscaping on I-94 North Service Drive meets the screening intent of the Zoning Ordinance; and

2.1.2.3. Approval of an eight (8) foot tall security fence along the interior roadway network and around the buildings.

2.1.3. The terms and conditions of this Agreement.

2.1.4. Van Buren Township Final Site Plan and Engineering Approvals.

2.1.5. All applicable local, state, and, federal requirements including any requirements of the South Huron Valley Utility Authority (“SHVUA”) and the Great Lakes Water Authority (“GLWA”).

2.2. Development Procedure of Phases. The purpose of the Agreement is to structure the development of the Project in a way which allows for the Developer to start some of the construction earlier than may typically be allowed while also mitigating the impact on adjacent properties. In exchange, the Township shall receive a performance guarantee for the installation of the landscaping for the Property.

2.2.1. Phase 1

2.2.1.1. Upon receiving preliminary site plan approval from the Township Planning Commission, required wetland permit approval from the Michigan Department of the Environment, Great Lakes, and Energy (“EGLE”), and soil erosion permit and utility installation approvals from the Wayne County Department of Public Services, the Township will permit the developer to begin work on Phase 1 of the project. The scope of work for Phase 1 will include site grading and preparation of the building sites on the Property (including bringing fill material), tree removal, and construction of the stormwater detention ponds, privately owned underground utility infrastructure, construction staging areas, parking areas and berms around the Property. It shall be understood that improvements made or installed during this phase shall be at the Developer’s own risk. The Developer shall obtain all legally required permits and have the improvements be inspected by the appropriate authorities as required under state and local laws.

2.2.1.2. The site plan should include necessary documents to verify the location and feasibility of the Phase 1 approval items.

2.2.1.3. The Developer shall be required to have a preconstruction meeting with the Township prior to beginning Phase 1 of the project.

2.2.2. Phase 2

2.2.2.1. Upon approval to begin Phase 1 and after obtaining the required building plan approvals the developer shall be allowed to begin Phase 2. The scope of work for Phase 2 will include the construction of the foundations and framing for Buildings 1 and 2, the network service building comprised of two (2) CMDA buildings, the security building, and the office building, as shown on the site plan. Phase 2 will also include construction of the main site entrance, security kiosks, and related access infrastructure. The Developer may submit building plans for review at any time to the Township, but the Developer shall be required to have an approved set of plans and approved permits prior to commencing work on the foundations and framing. The Developer may submit construction drawings to be reviewed by the Township’s Engineer for compliance with the Township’s Engineering Standards at any time during the site plan review process. It shall be understood that improvements made or installed during this phase shall be at the Developer’s own risk.

- 2.2.2.2. The site plan should include necessary documents to verify the location and feasibility of the Phase 2 approval items and should include proposed building elevations.

2.2.3. Phase 3

- 2.2.3.1. Upon receiving final engineering approval from the Township and final site plan approval from the Township Planning Commission, the Developer shall be allowed to begin Phase 3. The scope of work for Phase 3 will include all other remaining items required by the Township's Zoning Ordinance and Engineering Standards including, but not limited to vertical construction, landscaping and screening, signage, woodland and tree preservation, exterior lighting, site engineering, public utilities, onsite sanitary sewer storage, etc.
- 2.2.3.2. Required permits and approvals shall be obtained by the Developer prior to beginning work.
- 2.2.3.3. The Developer shall have a second preconstruction meeting with the Township prior to beginning Phase 3. This preconstruction meeting shall follow the Township's standard process.

2.2.4. Phase 4

- 2.2.4.1. Upon approval to begin Phase 3, the Developer shall be allowed to begin Phase 4. The scope of work for Phase 4 will address the continued preparation of the area designated for Building 3 on the site plan as a pad-ready site, including grading, utility stub-ups, and related improvements necessary to support future development of the site. Construction of Building 3 and related building improvements shall be deferred to a future phase of development, as determined by Developer.

2.3. Performance Guarantee. Prior to issuing approvals or permits for the work set forth for a particular phase, the Township will require an appropriate performance guarantee, described in Section 5, for the cost of the work to be approved. These costs will be based on a review of the Township's Zoning Ordinance and fees for tree replacement (\$350.00 per tree).

2.4. Township Standards. This Agreement shall, in no way, modify, amend, or otherwise change the provisions of the Township's Zoning Ordinance or the Township's Engineering Standards.

2.5. Effect of Project. To the extent this Agreement and site plan are silent on development issues, the Project shall fully comply with the Zoning Ordinance and other Township ordinance and regulation requirements. All improvements constructed in accordance with this Agreement and the site plan shall be deemed to be conforming under the Zoning Ordinance, and in compliance with all ordinances of the Township. The Project shall not be subject to any additional requirements contained in any amendments or additions to Township ordinances, laws, rules, regulations or codes adopted subsequent to the date of this Agreement or final site plan approval. All future owner(s) of the Property shall be bound by the terms of this Agreement and Developer's authority and responsibilities

stated herein. It shall be the responsibility of Developer to transmit to and notice all future owner(s) of the Property of the requirements contained within this Agreement.

3. DEVELOPER COMMITMENTS

3.1. Water Service: The Project will connect to the GLWA system via meter pit and a water distribution main that will connect to the 42-inch Great Lakes Water Authority main at the Tyler Road and Haggerty Road intersection.

3.1.1. Design: The Township will provide preliminary/design engineering and necessary permitting for the GLWA connection, meter pit installation, and installation of the water main to the property. The Developer shall deposit funds with the Township to cover the costs of this work upon the Township's execution of a proposal to complete the work. The Township shall provide to the Developer an estimate of costs to complete this work prior to authorizing any proposals to complete the work.

3.1.2. Easements: The Township shall acquire necessary easements for the above-mentioned infrastructure. Any costs related to easement acquisition will be paid for by the Developer upon invoice from the Township.

3.1.3. Construction: After completion of preliminary/design engineering, the Township will provide the Developer the necessary information to construct the improvements, in accordance with the design documents and Township standards. The Developer will be responsible for construction of the improvements. The Township, or their engineer, will conduct construction inspections on the improvements and those costs will be paid for by the Developer.

3.1.3.1. GLWA Connection: The Developer shall follow all GLWA applicable requirements for procuring a contractor and completing construction.

3.1.4. Access to On-Site Water Meter: The Township shall require a water meter to be installed on the private property of the Developer outside of the interior security fence, to be maintained by the Township or GLWA. The Developer shall permit the Township to have unobstructed access to the water meter.

3.1.5 Groundwater Wells: No groundwater wells will be installed on the Property for on-going operational use. During construction, the Developer shall be allowed to perform dewatering activities as part of the construction process.

3.2. Sanitary Sewer Service: The Project will connect to the Township's 21-inch sanitary sewer via two separate connections: one for domestic sanitary sewer and one for cooling tower blowdown. The flows from both connections will eventually be discharged into the SHVUA wastewater system. The first connection will be constructed for the domestic sanitary sewer discharge, defined as the sanitary waste from bathrooms, kitchens, lunchroom, drinking fountains, etc. The estimated average daily flow of 50,000 gpd for domestic sanitary sewer discharge is provided solely for design purposes and

does not constitute a contractual discharge limit. The Township will accept the domestic sanitary sewer discharge under both dry and wet weather conditions. The second connection will be constructed for the cooling tower blowdown discharge. The Township will accept a maximum discharge rate of 1.15 cfs (0.75 mgd) of cooling tower blowdown during dry weather conditions only as defined in the Sanitary Operations and Discharge Agreement. The Development will be required to store all cooling tower blowdown on-site during wet weather conditions. The ability to discharge cooling tower blowdown shall resume immediately upon the cessation of defined wet weather conditions. Wet weather conditions will be defined in the Sanitary Operations and Discharge Agreement.

- 3.2.1. Design:** The Township shall provide preliminary/design engineering for both sanitary sewers from the property line to the 21-inch Township sewer, including the control/valve structures, the meter configuration, the sanitary connections, required downstream sanitary sewer lining, and the control meter downstream in the sanitary sewer system. The Township shall provide the Developer an estimate of cost to complete this work prior to authorizing any proposals to complete the work. The Developer shall deposit funds with The Township to cover the costs of this work upon the Township's execution of a proposal to complete the work.
- 3.2.2. Construction:** After completion of preliminary/design engineering, the Township will provide the Developer the necessary information to construct the improvements and the Developer will be responsible for construction of the improvements as part of the phased construction in accordance with the design documents and Township standards. The Township, or their engineer, will conduct construction inspections on the improvements and those costs will be paid for by the Developer.
- 3.2.3. Access for SCADA System:** The sanitary sewer will be metered separately from the cooling tower blowdown system. The Developer shall allow the Township to install and maintain access to a Supervisory Control and Data Acquisition ("SCADA") system for the on-site sanitary storage tanks and ancillary fixtures. The Township's SCADA/metering will be limited to the final discharge manhole (the point of compliance) for each of the domestic sanitary sewer and the cooling tower blowdown system.
- 3.2.4. Permitting:** The Developer will agree to provide all necessary information to obtain required approvals for sanitary sewer discharge from EGLE and SHVUA.
- 3.2.5. SHVUA IPP Program:** The Developer will be responsible for working with SHVUA to meet all requirements of the IPP Program and shall provide all necessary sampling, monitoring, and submittals required by the program as well as the costs for the program.
- 3.2.6. Sanitary Operations and Discharge Agreement:** Prior to accepting cooling tower blowdown from the Developer, the Township and the Developer shall discuss and enter into a Sanitary Operations and Discharge Agreement which addresses the following:

- 3.2.6.1. The operations, metering, control, and limitations for the discharge of process water from the property during dry and wet weather periods.
- 3.2.6.2. Township and Developer responsibilities.
- 3.2.6.3. Maintenance of infrastructure.
- 3.2.6.4. Notification and communication protocols.
- 3.2.6.5. Penalties for violating discharge limits.
- 3.2.6.6. Any other provisions deemed necessary by the Developer and the Township to provide sanitary sewer services within contract limits.

3.2.7 Sanitary Discharge: Domestic sanitary sewer discharge and cooling tower blowdown produced at the Property shall only be discharged into the Van Buren Township sanitary sewer system.

3.3. Water & Sewer Study and Special Rate Agreement: In order to provide water service to the property the Township will need to negotiate a new contract with the Great Lakes Water Authority (GLWA) to increase the contractual water capacity it can provide. Prior to accepting domestic discharge or cooling tower blowdown from the property or providing water service to the property, the Township shall conduct a rate study to determine what costs are attributed to the development. The Township, the Developer, and/or the end user of the Property shall discuss and enter into a Special Rate Agreement in order for the developer to cover the full cost of water and sewer service to the property. This provision is intended to apply to water and sewer usage/consumption specific to this site. Infrastructure improvements have been addressed in other areas of the agreement.

3.4. Sound Monitoring Study: After the completion of construction of the Project, the Developer will perform a sound monitoring study at the property boundary lines and submit the results to the Township Engineer for compliance with the noise limitations set forth in the Township Zoning Ordinance:

Sound Level	Adjacent Uses	Where Measured
67 dBA	Residential/Agricultural	Boundary Property Line*
75 dBA	Commercial/Office	Boundary Property Line
80 dBA	Industrial/Other	Boundary Property Line

*except where normal street traffic noise levels exceed sixty-five (65) dBA, the use noise level may equal but not exceed the traffic noise level.

The Township shall also review the sound monitoring study for consistency with the sound study submitted and approved as a part of the final site plan approval for the development.

3.4.1. The Township may conduct additional independent noise monitoring for dB(A) and dB(C) readings at the property boundaries to ensure compliance with the Township ordinance standards and consistency with approved plans.

3.4.2. Generator testing shall only occur during daytime hours and comply with Township ordinance standards.

- 3.5. Access to the Property during construction will primarily be from the I-94 North Service Drive. Hannan Road may be used as a secondary access for construction work.
- 3.6. If the Township determines that it is either not feasible or desirable to construct the sidewalk along the north side of I-94 Service Drive extending from the east side of the side of the Property's main access drive to Hannan Road (the southeast corner of the Property) as shown on the site plan due to unnecessary tree removal, wetland destruction, and/or other impacts, the Township may, at its discretion, provide Developer the alternative to make a payment in lieu of construction to the Township. The contribution amount shall be based on a certified construction bid to perform the work.
- 3.7. **Emergency Services Coordination:** The Developer and/or Owner agrees to coordinate with the Township to develop an emergency response plan for the facility which includes pre-incident planning, yearly fire inspections, training as needed to provide safe emergency services for the facility, and any other provisions mutually agreed upon by the owner of the facility and the Township.
- 3.8 **Cessation of Operations:** If the property becomes vacant and the owner ceases operations at the Site, the owner will remove all servers and bring the property into compliance with IFC 1207.2.3 within twelve (12) months of the date on which both conditions are met.
- 3.9 **Notification of Operational and Ownership Changes:** The Owner will use commercially reasonable efforts to keep the Township informed of material operational changes or ownership changes that impact the Site.
- 3.10 **Hiring for Local Contractors & Local Skilled Tradesmen:** The Developer shall conduct at least one (1) hiring fair within Van Buren Township for the purpose of hiring local contractors and local skilled tradesmen to construct the Project. The Developer agrees to use best efforts to hire local contractors and local skilled tradesmen to perform work equivalent to at least five percent (5%) of the total construction value of the Project. Five percent (5%) of the total construction value is estimated at approximately \$100,000,000. For the purposes of this agreement, local contractors and local skilled tradesmen shall include contractors and skilled tradesmen who have a physical base of operations located in Van Buren Township.
4. **COOPERATION AND FINANCIAL COMMITMENTS.** For the benefit of the Township, and not as a condition of preliminary or final site plan approval, Developer has agreed to the following:
- 4.1. Contribute up to five hundred thousand dollars (\$500,000.00) to the Township for the construction of a sidewalk on the west side of Haggerty Road as shown on the site plan. The contribution amount shall be based on the certified construction bid to perform the work.
- 4.2. Install an Ultra-Quiet Fan Package as defined in the site plan, for the seventeen (17) dual

cell cooling towers to service Building 1.

5. **PERFORMANCE GUARANTEE.** Performance guarantees covering the estimated cost of improvements shall be provided as required by the Zoning Ordinance. Such performance guarantees shall be in the form of a cash deposit, performance bond, certified check, or an automatically renewing irrevocable line of credit acceptable to the Township.

6. **TOWNSHIP'S RIGHTS AND OBLIGATIONS**

- 6.1. **Permits and Authorizations.** The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring and/or construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the site plan, provided the Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations submittals, and paid all required fees. Any applications for permits or authorizations from the Township will be processed in the customary manner. The Township shall cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the site plan and this Agreement.

- 6.1.1. **Permit Processing Timelines.** The Township acknowledges that the Project is a multi-building development and shall use reasonable efforts to expedite the issuance of building permits on a building by building basis and the issuance of final certificates of occupancy to be issued as each building is completed and not held until final completion of the Project as a whole.

- 6.2. **Final Site Plan Approval.** Developer acknowledges that, at the time of execution of this Agreement, Developer has not yet obtained final site plan approval for any of the phases. The Planning Commission may impose additional conditions other than those contained in this Agreement during final site plan review and approval with respect to a subsequent phase so long as those conditions are reasonable and consistent with the approvals previously given and the intent of this Agreement.

- 6.3. **Land Combinations.** To facilitate the development of the phases of the Project, upon proper application, the Township shall approve a land combination for the Property, provided that such combination is in compliance with the Michigan Land Division Act and the Township Code. Developer shall provide all required documentation for a land combination, including surveys in electronic form. Developer shall provide a complete application of land combination to the Township with a legal survey after receiving final site plan approval from the Township.

7. **INSURANCE**

- 7.1. **General Insurance Requirements.** Developer, or its subcontractors, shall not commence work on the Project until they have obtained the insurance required under this

Section 7, and provide copies of the certificates of insurance to the Township. All coverage shall be with insurance companies licensed and authorized to transact business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Township.

7.2. Workers' Compensation Insurance. Developer, or its subcontractors, shall procure and maintain during the life of the Project, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.3. Commercial General Liability Insurance. Developer, or its subcontractors, shall procure and maintain during the life of the Project, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.

7.4. Motor Vehicle Liability. Developer, or its subcontractors, shall procure and maintain during the life of the Project Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the Project, and all hired vehicles.

7.5. Umbrella Coverage; Certificate Renewal and Notification. Insurance coverage required by this Section 7 in excess of \$1,000,000 may be provided by an "umbrella" policy or policies. Developer shall provide a copy of the certificate of insurance each year upon renewal. If any of the above coverage changes during each year of the term of this Agreement, Developer, or its subcontractors, shall deliver new certificates to the Township at least five (5) days prior to the change date.

8. ENFORCEMENT AND REMEDIES.

8.1. Notice and Cure; Township Right to Enter and Remedy. In the event there is a failure to timely perform any obligation or undertaking required by this Agreement, the Township shall serve written notice upon Developer setting forth such deficiency and a demand that a cure shall be commenced within thirty (30) days following the notice (with the exception of a deficiency reasonably determined by the Township to constitute an impending and immediate danger to the health safety, and welfare of the public). If the cure is not commenced within said thirty (30) day period and diligently pursued, and the deficiency relates to items which can be cured by the Township, the Township may enter upon the Property to cure the deficiency, and assess the cost of such cure, including any related administrative expense and attorney fees, to the Developer. The Township may issue a stop work order with cause as to any or all aspects of the Project, may deny issuance of any requested building permit or certificate of occupancy within the Project regardless of whether Developer is the named applicant for such permit or certificate of

occupancy, and may suspend further inspections of any or all aspects of the Project pending a cure of any such deficiencies.

8.2. Payment of Cure Costs; Invoicing. The Township may require the payments of said monies prior to the commencement of work. Any costs shall be due within thirty (30) days of receipt by the Developer of a written invoice from the Township with appropriate supporting documentation.

9. LIMITED APPEAL RIGHTS AND DEVELOPER ACKNOWLEDGMENT.

9.1. Subject to the provisions of this Section 9.1, Developer or the Township may seek declaratory or other relief from the Wayne County Circuit Court in the event of a dispute regarding this Agreement. No such request for relief shall relieve the Developer or the Township from any term, condition or provision of this Agreement, except to the extent performance is dependent upon resolution of the issue that is the subject of such court action. No elected official, director, officer, agent, consultant or employee of the Township shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution, approval or attempted execution of this Agreement.

9.2. By execution of this Agreement, Township and Developer (i) agree that the conditions contained herein are fair, reasonable and equitable requirements and conditions; (ii) agree that this Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and (iii) agree to be bound by each and every provision of this Agreement.

9.3. Furthermore, it is agreed that the undertakings described herein are necessary and approximately proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Project, and the increased service and facility loads caused by the Project; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law, and all such undertakings are clearly and substantially related to the Township's legitimate interests in protecting the public health, safety and welfare.

10. MISCELLANEOUS PROVISIONS

10.1. Amendment. This Agreement may only be modified by written agreement of the parties.

10.2. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal action taken by either party to enforce this Agreement must be brought in a State or Federal court of competent jurisdiction in Wayne County, Michigan.

- 10.3. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement.
- 10.4. Successors and Assigns.** The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement. The parties acknowledge Developer's right to assign (1) its ownership interest to a successor owner of the Property/Project, and separately (2) its development interest to a successor developer of the Project/Property. Developer shall record, at its sole cost, a copy of this Agreement in the Wayne County Register of Deeds, and provide a recorded copy to the Township.
- 10.5. Notices.** All notices or other communications provided in, or contemplated by, this Agreement shall be written and shall be sent by one of the following: (i) personal service, (ii) certified mail, return receipt requested, (iii) or service by overnight courier as set forth below for the applicable party. Any party may from time to time change its notice address by giving the other party notice of the change in accordance with this Section 10.5.

If to the Township:

Van Buren Township
Attention: Board of Trustees
46425 Tyler Rd.
Van Buren Twp., MI 48111

With a copy (which shall not constitute notice) to:

David F. Greco
Greco Law PLLC
143 Cadycentre, #164
Northville, MI 48167
david.greco@greco-law.com

If to the Company:

PDC VBT, LLC
Attention: General Counsel
400 Capitol Mall, Suite 2040
Sacramento, CA 95814

With a copy (which shall not constitute notice) to:

Trey Brice
Taft Stettinius & Hollister LLP
27777 Franklin Road, Suite 2500
Southfield, MI 48034
tbrice@taftlaw.com

- 10.6. Authority.** This Agreement has been duly authorized by all necessary action of

Developer and the Township, through the approval of the Township Board of Trustees at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the Township. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property in its respective entities to its terms and conditions.

- 10.7. Partial Invalidity.** Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 10.8. No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the Township.
- 10.9. Incorporation of Documents.** The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
- 10.10. Integration Clause.** This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein. No prior contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement. No subsequent notation, renewal, addition, deletion or other amendment shall have any force or effect unless embodied in a written amendatory or other agreement executed by the parties required herein, other than conditions which may be attached to final site plan approval by the Planning Commission.
- 10.11. Confidentiality and Trade Secrets.** The parties acknowledge that, in the course of performing their respective obligations under this Agreement, Developer may disclose or make available to the Township certain proprietary information, trade secrets, technical data, business plans, financial information, site plans, infrastructure designs, or other confidential or proprietary materials (collectively, "Confidential Information"). The Township agrees that it shall not disclose, publish, or otherwise disseminate any Confidential Information to any third party without the prior written consent of Developer, except to the extent that such disclosure is required by applicable law, including but not limited to the Michigan Freedom of Information Act, MCL 15.231 et seq. ("FOIA"). In the event the Township receives a FOIA request or other legal compulsion to disclose any Confidential Information, the Township shall promptly notify Developer of such request and shall cooperate with Developer, to the extent permitted by law, in seeking to protect the confidentiality of such information, including supporting any claim of exemption under Section 13(1)(f) of FOIA (MCL 15.243(1)(f)) for trade secrets or commercial or financial information. Developer shall clearly mark or otherwise designate any materials it considers to be Confidential Information at the time of disclosure to the Township, and shall specifically identify any materials that Developer considers to constitute trade secrets (as defined under the Michigan Uniform

Trade Secrets Act, MCL 445.1902) (“Trade Secrets”) at the time of disclosure. The obligations of confidentiality set forth in this Section with respect to Confidential Information (other than Trade Secrets) shall survive the expiration or termination of this Agreement for a period of five (5) years. Notwithstanding the foregoing, the obligations of confidentiality with respect to any Trade Secrets shall survive the expiration or termination of this Agreement and shall continue for so long as such information constitutes a trade secret under applicable law, including but not limited to the Michigan Uniform Trade Secrets Act, MCL 445.1901 et seq., and the federal Defend Trade Secrets Act, 18 U.S.C. § 1836 et seq.

10.12. Dispute Resolution. In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a “Dispute”), the parties shall first attempt in good faith to resolve such Dispute through informal negotiation. Either party may initiate informal negotiations by delivering written notice to the other party describing the nature of the Dispute and the relief sought. If the Dispute is not resolved within thirty (30) days after delivery of such notice, either party may initiate litigation in the State or Federal courts located in Wayne County, Michigan and each Party agrees to submit to the personal and exclusive jurisdiction of such venue.

10.13. Breach; Cumulative Rights and Remedies; Attorney Fees and Costs. In the event of any breach of the Agreement, and following the dispute resolution process set forth in Section 10.12, the non-breaching party shall be entitled to pursue any and all rights, remedies, and causes of action available to it under applicable law or in equity. All such rights and remedies shall be cumulative and not exclusive. The prevailing party in any action, proceeding, or dispute arising out of or relating to this Agreement shall be entitled to recover its reasonable attorneys’ fees, court costs, and other reasonable costs and expenses incurred in connection therewith, in addition to any other relief to which it may be entitled.

The Parties hereto have executed this Agreement to be effective as of the Effective Date noted at the beginning of this Agreement.

[Signature pages follow]

[Signature page for Developer]

DEVELOPER:

PDC VBT, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, _____ of _____, on behalf of the Developer.

Notary Public,

_____ County, _____

My Commission expires: _____

[Signature page for Township]

TOWNSHIP:

Charter Township of Van Buren, a Michigan Charter Township

By: _____

Name: _____

Township Supervisor

By: _____

Name: _____

Township Clerk

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, Supervisor, and _____, Clerk, of the Charter Township of Van Buren, a Michigan Charter Township.

Notary Public,
Wayne County, Michigan
My Commission expires: _____

PREPARED BY:

Trey Brice
Taft, Stettinius & Hollister, LLP
27777 Franklin Road, #2500
Southfield, MI 48034

WHEN RECORDED RETURN TO:

Trey Brice
Taft, Stettinius & Hollister, LLP
27777 Franklin Road, #2500
Southfield, MI 48034

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The Land referred to herein below is situated in the Township of Van Buren, County of Wayne, State of Michigan, and is described as follows:

PARCEL E:

A parcel of land located in Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan described as: Commencing at the West 1/4 corner of said Section 13, North 89 degrees 50 minutes 50 seconds East 50.00 feet to the East right of way line of Haggerty Road and the true Point of Beginning; thence North 01 degree 35 minutes 29 seconds East, a distance of 340.97 feet along said right of way and North 00 degrees 05 minutes 21 seconds West, a distance of 1004.66 feet; thence South 89 degrees 13 minutes 06 seconds East, a distance of 1328.31 feet; thence South 01 degree 12 minutes 34 seconds East, a distance of 1327.61 feet; thence North 89 degrees 59 minutes 50 seconds East, a distance of 1382.04 feet to the center corner of said Section 13; thence North 01 degree 30 minutes 20 seconds West, a distance 1501.67 feet along the North-South 1/4 line of said Section 13 to the South right of way line of I-275; thence along said right of way line the following three courses: 1) along the arc of a curve to the left, said curve having a radius of 4216.72 feet, arc length of 2021.91 feet, a chord bearing of South 64 degrees 19 minutes 15 seconds East, and a chord length of 2002.59 feet, 2) North 11 degrees 21 minutes 39 seconds East, a distance of 200.00 feet and 3) South 78 degrees 38 minutes 21 seconds East, a distance of 789.80 feet to the West right of way line of Hannan Road; thence the following four courses along said right of way: 1) South 01 degree 24 minutes 51 seconds East, a distance of 52.05 feet, 2) South 88 degrees 35 minutes 09 seconds West, a distance of 60.00 feet, 3) South 01 degree 24 minutes 51 seconds East, a distance of 504.35 feet and 4) North 88 degrees 35 minutes 09 seconds East, a distance of 90.00 feet; thence South 05 degrees 10 minutes 56 seconds East, a distance of 121.33 feet to a point on the East/West 1/4 line of said Section 13, distant North 89 degrees 56 minutes 47 seconds West 51.84 feet from the East 1/4 corner of said Section 13; thence along said East-West 1/4 line, North 89 degrees 56 minutes 47 seconds West, a distance of 1289.25 feet; thence South 01 degree 19 minutes 01 second East, a distance of 1629.45 feet; thence North 88 degrees 40 minutes 46 seconds East, a distance of 1010.10 feet; thence the following fourteen courses along the North line of I-94 Service Drive: 1) South 58 degrees 18 minutes 23 seconds West, a distance of 86.63 feet, 2) South 27 degrees 56 minutes 00 seconds West, a distance of 312.48 feet, 3) South 35 degrees 37 minutes 25 seconds West, a distance of 143.98 feet, 4) South 51 degrees 00 minutes 15 seconds West, a distance of 143.98 feet, 5) South 66 degrees 23 minutes 05 seconds West, a distance of 143.98 feet, 6) South 81 degrees 45 minutes 55 seconds West, a distance of 143.98 feet, 7) South 89 degrees 27 minutes 20 seconds West, a distance of 684.66 feet, 8) North 89 degrees 24 minutes 40 seconds West, a distance of 1091.87 feet, 9) North 85 degrees 05 minutes 05 seconds West, a distance of 198.12 feet, 10) North 76 degrees 25 minutes 55 seconds West, a distance of 198.12 feet, 11) North 67 degrees 46 minutes 45 seconds West, a distance of 198.12 feet, 12) North 59 degrees 07 minutes 35 seconds West, a distance of 198.12 feet, 13) North 54 degrees 48 minutes 00 seconds West, a distance of 516.79 feet and 14) South 86 degrees 00 minutes 00 seconds West, a distance of 124.57 feet; thence North 01 degree 12 minutes 10 seconds West, a distance of 359.49 feet; thence South 65 degrees 04 minutes 17 seconds West, a distance of

346.84 feet to the East right of way line of Haggerty Road; thence along said East right of way line the following four courses: 1) along the arc of a curve to the left, said curve having a radius of 766.20 feet, arc length of 79.58 feet, a chord bearing of North 50 degrees 22 minutes 34 seconds West and a chord length of 79.54 feet, 2) North 53 degrees 25 minutes 20 seconds West, a distance of 783.55 feet, 3) along the arc of a curve to the right, said curve having a radius of 904.93 feet, arc length of 830.43 feet, a chord bearing of North 27 degrees 06 minutes 37 seconds West and a chord length of 801.60 feet and 4) North 00 degrees 49 minutes 15 seconds West, a distance of 236.04 feet to the true Point of Beginning, EXCEPTING therefrom all that part lying within the East 150 feet of the North 510 feet of the South 690 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Town 3 South, Range 8 East.

PARCEL F:

Part of the Southeast 1/4 of Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan described as: Commencing at the Southeast corner of said Section 13, distant North 01 degree 19 minutes 14 seconds West 381.82 feet along the East line of said Section 13, also being the centerline of Hannan Road to the true Point of Beginning; thence South 89 degrees 27 minutes 20 seconds West, a distance of 674.04 feet along the North right of way line of West bound I-94 to the Southerly right of way line of North Service Road of I-94; thence the following five courses along said North Service Drive: 1) North 27 degrees 56 minutes 00 seconds East, a distance of 593.29 feet, 2) North 38 degrees 03 minutes 28 seconds East, a distance of 79.26 feet, 3) North 58 degrees 18 minutes 23 seconds East, a distance of 79.26 feet, 4) North 78 degrees 33 minutes 18 seconds East, a distance of 79.26 feet and 5) North 88 degrees 40 minutes 46 seconds East, a distance of 127.36 feet; thence South 01 degree 19 minutes 14 seconds East, a distance of 125.00 feet; thence North 88 degrees 40 minutes 46 seconds East, a distance of 60.00 feet; thence South 01 degree 19 minutes 14 seconds East, a distance of 517.03 feet along said East line of Section 13 to the Point of Beginning.

PARCEL 1:

All those parts of the West 1/2 of the West 1/2 of the Southeast 1/4 of Section 13, the West 1/2 of the East 1/2 of the West 1/2 of the Southeast 1/4 of Section 13 and the Southwest 1/4 of the Northeast 1/4 of Section 13 lying between the South right-of-way line of the I-275 Expressway and North of the North right-of-way line of the I-94 Expressway, all being in Van Buren Township, Town 3 South, Range 8 East, Wayne County, Michigan, excepting therefrom those portions deeded to the Michigan Department of Transportation for the rights-of-way of the I-94 and I-275 Expressways, said parts being more particularly described as: Beginning at the intersection of the North and South 1/4 line of Section 13 with the North line of the North Service Road (so-called) to the I-94 Expressway; thence proceeding, along the North and South 1/4 line of Section 13, North 01 degree 28 minutes 33 seconds West, 2226.69 feet to an iron pin marking the center post of Section 13; thence continuing along aforesaid North and South 1/4 line, North 01 degree 15 minutes West, 1300.09 feet; thence North 89 degrees 47 minutes East, 277.04 feet to the Southerly right-of-way line of the I-275 Expressway, said right-of-way line being a "Limited Access Line"; thence, along said "Limited Access Line" on the arc of a curve, concave to the North, 1224.39 feet, the radius of said curve being 4216.72 feet and chord bearing South 65 degrees 45 minutes 05 seconds East, 1220.09 feet; thence South 01 degree 21 minutes 28 seconds East, 808.64 feet to a point on the East and West 1/4 line of Section 13; thence, along said East and West 1/4 line, North 89 degrees 38 minutes 20 seconds West, 344.89 feet; thence

South 00 degrees 43 minutes 20 seconds East, 2228.66 feet to the aforementioned North right-of-way line of the North Service Road of the I-94 Expressway; thence along said North line, South 89 degrees 17 minutes West, 55.71 feet and North 89 degrees 24 minutes 40 seconds West, 949.74 feet to the point of beginning.

EXCEPTING FROM PARCEL 1 all that part lying within the following described parcel: A parcel of land located in Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan described as: Commencing at the West 1/4 corner of said Section 13, North 89 degrees 50 minutes 50 seconds East 50.00 feet to the East right of way line of Haggerty Road and the true Point of Beginning; thence North 01 degree 35 minutes 29 seconds East, a distance of 340.97 feet along said right of way and North 00 degrees 05 minutes 21 seconds West, a distance of 1004.66 feet; thence South 89 degrees 13 minutes 06 seconds East, a distance of 1328.31 feet; thence South 01 degree 12 minutes 34 seconds East, a distance of 1327.61 feet; thence North 89 degrees 59 minutes 50 seconds East, a distance of 1382.04 feet to the center corner of said Section 13; thence North 01 degree 30 minutes 20 seconds West, a distance 1501.67 feet along the North-South 1/4 line of said Section 13 to the South right of way line of I-275; thence along said right of way line the following three courses: 1) along the arc of a curve to the left, said curve having a radius of 4216.72 feet, arc length of 2021.91 feet, a chord bearing of South 64 degrees 19 minutes 15 seconds East, and a chord length of 2002.59 feet, 2) North 11 degrees 21 minutes 39 seconds East, a distance of 200.00 feet and 3) South 78 degrees 38 minutes 21 seconds East, a distance of 789.80 feet to the West right of way line of Hannan Road; thence the following four courses along said right of way: 1) South 01 degree 24 minutes 51 seconds East, a distance of 52.05 feet, 2) South 88 degrees 35 minutes 09 seconds West, a distance of 60.00 feet, 3) South 01 degree 24 minutes 51 seconds East, a distance of 504.35 feet and 4) North 88 degrees 35 minutes 09 seconds East, a distance of 90.00 feet; thence South 05 degrees 10 minutes 56 seconds East, a distance of 121.33 feet to a point on the East/West 1/4 line of said Section 13, distant North 89 degrees 56 minutes 47 seconds West 51.84 feet from the East 1/4 corner of said Section 13; thence along said East-West 1/4 line, North 89 degrees 56 minutes 47 seconds West, a distance of 1289.25 feet; thence South 01 degree 19 minutes 01 second East, a distance of 1629.45 feet; thence North 88 degrees 40 minutes 46 seconds East, a distance of 1010.10 feet; thence the following fourteen courses along the North line of I-94 Service Drive: 1) South 58 degrees 18 minutes 23 seconds West, a distance of 86.63 feet, 2) South 27 degrees 56 minutes 00 seconds West, a distance of 312.48 feet, 3) South 35 degrees 37 minutes 25 seconds West, a distance of 143.98 feet, 4) South 51 degrees 00 minutes 15 seconds West, a distance of 143.98 feet, 5) South 66 degrees 23 minutes 05 seconds West, a distance of 143.98 feet, 6) South 81 degrees 45 minutes 55 seconds West, a distance of 143.98 feet, 7) South 89 degrees 27 minutes 20 seconds West, a distance of 684.66 feet, 8) North 89 degrees 24 minutes 40 seconds West, a distance of 1091.87 feet, 9) North 85 degrees 05 minutes 05 seconds West, a distance of 198.12 feet, 10) North 76 degrees 25 minutes 55 seconds West, a distance of 198.12 feet, 11) North 67 degrees 46 minutes 45 seconds West, a distance of 198.12 feet, 12) North 59 degrees 07 minutes 35 seconds West, a distance of 198.12 feet, 13) North 54 degrees 48 minutes 00 seconds West, a distance of 516.79 feet and 14) South 86 degrees 00 minutes 00 seconds West, a distance of 124.57 feet; thence North 01 degree 12 minutes 10 seconds West, a distance of 359.49 feet; thence South 65 degrees 04 minutes 17 seconds West, a distance of 346.84 feet to the East right of way line of Haggerty Road; thence along said East right of way line the following four courses: 1) along the arc of a curve to the left, said curve having a radius

of 766.20 feet, arc length of 79.58 feet, a chord bearing of North 50 degrees 22 minutes 34 seconds West and a chord length of 79.54 feet, 2) North 53 degrees 25 minutes 20 seconds West, a distance of 783.55 feet, 3) along the arc of a curve to the right, said curve having a radius of 904.93 feet, arc length of 830.43 feet, a chord bearing of North 27 degrees 06 minutes 37 seconds West and a chord length of 801.60 feet and 4) North 00 degrees 49 minutes 15 seconds West, a distance of 236.04 feet to the true Point of Beginning.

PARCEL 2A:

All that part of the North 363 feet of the South 1053 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, which lies Southwesterly of the Southwesterly limited access right of way line of Highway I-275 described as: Commencing at the East 1/4 corner of said Section 13; thence North 01 degree 26 minutes 06 seconds West along the East line of said Section 13 and the center of Hannan Road a distance of 122.30 feet; thence South 88 degrees 33 minutes 54 seconds West, 90.00 feet to the point of beginning; thence North 01 degree 26 minutes 06 seconds West, 638.70 feet; thence North 78 degrees 39 minutes 36 seconds West, 792.90 feet; thence South 11 degrees 20 minutes 14 seconds West, 200.00 feet; thence North 78 degrees 39 minutes 36 seconds West, 91.84 feet to the point of curvature of a 4216.72 foot radius curve to the right (chord bearing North 40 degrees 16 minutes 51 seconds West); thence Northwesterly along the arc of said curve, 5,649.07 feet to a point of ending.

ALSO

The North 330 feet of the South 690 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, except the East 150 feet thereof.

PARCEL 2B:

The South 180 feet of the Southeast 1/4 of the Northeast 1/4 of Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, except that part which lies Easterly of a line described as: Commencing at the East 1/4 corner of Section 13, Town 3 South, Range 8 East, Michigan; thence North 01 degree 26 minutes 06 seconds West, along the East line of said Section 13, a distance of 200.00 feet; thence South 88 degrees 33 minutes 54 seconds West, 90.00 feet to the point of beginning of a limited access right-of-way line (restricting all ingress and egress); thence South 01 degree 26 minutes 06 seconds East, 77.70 feet to the point of ending of the limited access right-of-way and the point of beginning of the free access right-of-way; thence North 88 degrees 33 minutes 54 seconds East 25.00 feet; thence South 06 degrees 00 minutes 32 seconds East, 401.28 feet to a point of ending.

EXCEPTING FROM PARCEL 2A AND PARCEL 2B all that part lying within the following described parcel: A parcel of land located in Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan described as: Commencing at the West 1/4 corner of said Section 13, North 89 degrees 50 minutes 50 seconds East 50.00 feet to the East right of way line of Haggerty Road and the true Point of Beginning; thence North 01 degree 35 minutes 29 seconds East, a distance of 340.97 feet along said right of way and North 00 degrees 05 minutes 21 seconds West, a distance of 1004.66 feet; thence South 89 degrees 13 minutes 06 seconds East, a distance of 1328.31 feet; thence South 01 degree 12 minutes 34 seconds East, a distance

of 1327.61 feet; thence North 89 degrees 59 minutes 50 seconds East, a distance of 1382.04 feet to the center corner of said Section 13; thence North 01 degree 30 minutes 20 seconds West, a distance 1501.67 feet along the North-South 1/4 line of said Section 13 to the South right of way line of I-275; thence along said right of way line the following three courses: 1) along the arc of a curve to the left, said curve having a radius of 4216.72 feet, arc length of 2021.91 feet, a chord bearing of South 64 degrees 19 minutes 15 seconds East, and a chord length of 2002.59 feet, 2) North 11 degrees 21 minutes 39 seconds East, a distance of 200.00 feet and 3) South 78 degrees 38 minutes 21 seconds East, a distance of 789.80 feet to the West right of way line of Hannan Road; thence the following four courses along said right of way: 1) South 01 degree 24 minutes 51 seconds East, a distance of 52.05 feet, 2) South 88 degrees 35 minutes 09 seconds West, a distance of 60.00 feet, 3) South 01 degree 24 minutes 51 seconds East, a distance of 504.35 feet and 4) North 88 degrees 35 minutes 09 seconds East, a distance of 90.00 feet; thence South 05 degrees 10 minutes 56 seconds East, a distance of 121.33 feet to a point on the East/West 1/4 line of said Section 13, distant North 89 degrees 56 minutes 47 seconds West 51.84 feet from the East 1/4 corner of said Section 13; thence along said East-West 1/4 line, North 89 degrees 56 minutes 47 seconds West, a distance of 1289.25 feet; thence South 01 degree 19 minutes 01 second East, a distance of 1629.45 feet; thence North 88 degrees 40 minutes 46 seconds East, a distance of 1010.10 feet; thence the following fourteen courses along the North line of I-94 Service Drive: 1) South 58 degrees 18 minutes 23 seconds West, a distance of 86.63 feet, 2) South 27 degrees 56 minutes 00 seconds West, a distance of 312.48 feet, 3) South 35 degrees 37 minutes 25 seconds West, a distance of 143.98 feet, 4) South 51 degrees 00 minutes 15 seconds West, a distance of 143.98 feet, 5) South 66 degrees 23 minutes 05 seconds West, a distance of 143.98 feet, 6) South 81 degrees 45 minutes 55 seconds West, a distance of 143.98 feet, 7) South 89 degrees 27 minutes 20 seconds West, a distance of 684.66 feet, 8) North 89 degrees 24 minutes 40 seconds West, a distance of 1091.87 feet, 9) North 85 degrees 05 minutes 05 seconds West, a distance of 198.12 feet, 10) North 76 degrees 25 minutes 55 seconds West, a distance of 198.12 feet, 11) North 67 degrees 46 minutes 45 seconds West, a distance of 198.12 feet, 12) North 59 degrees 07 minutes 35 seconds West, a distance of 198.12 feet, 13) North 54 degrees 48 minutes 00 seconds West, a distance of 516.79 feet and 14) South 86 degrees 00 minutes 00 seconds West, a distance of 124.57 feet; thence North 01 degree 12 minutes 10 seconds West, a distance of 359.49 feet; thence South 65 degrees 04 minutes 17 seconds West, a distance of 346.84 feet to the East right of way line of Haggerty Road; thence along said East right of way line the following four courses: 1) along the arc of a curve to the left, said curve having a radius of 766.20 feet, arc length of 79.58 feet, a chord bearing of North 50 degrees 22 minutes 34 seconds West and a chord length of 79.54 feet, 2) North 53 degrees 25 minutes 20 seconds West, a distance of 783.55 feet, 3) along the arc of a curve to the right, said curve having a radius of 904.93 feet, arc length of 830.43 feet, a chord bearing of North 27 degrees 06 minutes 37 seconds West and a chord length of 801.60 feet and 4) North 00 degrees 49 minutes 15 seconds West, a distance of 236.04 feet to the true Point of Beginning.

PARCEL E, PARCEL 1, PARCEL 2A AND PARCEL 2B ALSO DESCRIBED BY SURVEY AS:

PARCEL E:

Being a parcel of land situated in Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and is more particularly described as:

COMMENCING at the West 1/4 corner of said Section, thence along the East-West 1/4 line N89°15'46"E 50.00 feet to the East Right-of-Way line of Haggerty Road (Variable Width), also being the POINT OF BEGINNING; thence along said East Right-of-Way line the following two (2) courses, 1) N00°04'59"E 341.37 feet, 2) N01°35'49"W 1004.07 feet to the North 1/8th line of said Section; thence along said line S89°47'33"E 1328.15 feet; thence departing said North 1/8th line S01°53'40"E 1323.67 feet to the East- West 1/4 line of said Section; thence along said line N89°15'46"E 1394.53 feet to the Center of said Section; thence along said North-South 1/4 line of said Section N02°11'50"W 1487.39 feet to the South Right-of-Way line of Interstate Highway 275 (Variable Width); thence along said line the following four (4) courses, 1) 1,889.46 feet along a curve to the left, having a radius of 4,216.72 feet, an angle of 25°40'25", and a chord that bears S66°30'54"E 1,873.70 feet, 2) S79°21'07"E 94.30 feet, 3) N10°39'44"E 200.00 feet, 4) S79°21'07"E 792.90 feet to the West Right-of-Way line of Hannan Road (Variable Width); thence along said line the following seven (7) courses, 1) S02°06'36"E 56.24 feet, 2) S89°25'16"W 60.03 feet, 3) S02°06'38"E 510.18 feet, 4) N89°25'16"E 60.02 feet, 5) S02°06'36"E 60.17 feet, 6) N87°55'27"E 25.00 feet, 7) S08°11'40"E 121.58 feet to the East-West 1/4 line of said Section; thence along said line S89°25'16"W 1291.88 feet to the East 1/8th line; thence along said line S02°11'12"E 1632.45 feet; thence N88°01'26"E 1011.35 feet to the Right-of-Way line of Interstate Highway 94 access drive; thence along said line the following fourteen (14) courses, 1) S57°39'04"W 86.63 feet, 2) S27°16'41"W 312.48 feet, 3) S34°58'06"W, 143.98 feet; 4) S50°20'56"W 143.98 feet, 5) S65°43'46"W 143.98 feet, 6) S81°06'36"W 143.98 feet, 7) S88°48'01"W 684.66 feet, 8) S89°56'01"W 1091.87 feet, 9) N85°44'24"W 198.12 feet, 10) N77°05'14"W 198.12 feet, 11) N68°26'04"W 198.12 feet, 12) N59°46'54"W 198.12 feet, 13) N55°27'19"W 516.79 feet, 14) S85°20'41"W 124.57 feet; thence departing said Right-of-Way line of access drive N01°51'29"W 359.49 feet; thence S64°24'58"W, 346.64 feet to the East Right-of-way line of Haggerty Road; thence along said line the following four (4) courses, 1) 79.62 feet along a curve to the left, having a radius of 755.89 feet, an angle of 06°02'06", and a chord that bears N51°00'34"W 79.58 feet, 2) N54°04'39"W 783.55 feet, 3) 830.43 feet along a curve to the right, having a radius of 904.93 feet, an angle of 52°34'44", and a chord that bears N27°45'56"W 801.60 feet, 4) N01°28'34"W 235.47 feet to the POINT OF BEGINNING.

PARCEL F:

Being a parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 13, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, and is more particularly described as:

COMMENCING at the Southeast corner of said Section, thence along the East line of said Section North 02 degrees 04 minutes 48 seconds West 381.82 feet to the North line of Interstate Highway 94 and the POINT OF BEGINNING; thence along said line South 88 degrees 41 minutes 46 seconds West 674.04 feet to the Right-of-way line of Interstate Highway access drive; thence along said line the following five (5) courses, 1) North 27 degrees 10 minutes 26 seconds East 593.29 feet, 2) North 37 degrees 17 minutes 54 seconds East 79.26 feet, 3) North 57 degrees 32 minutes 49 seconds East 79.26 feet, 4) North 77 degrees 47 minutes 44 seconds East 79.26 feet, 5) North 87 degrees 55 minutes 12 seconds East 127.36 feet to the West Right-of-way line of Hannan Road; thence along said line the following two (2) courses, 1) South 02 degrees 04 minutes 48 seconds East 125.00 feet, parallel with said East Section line, 2) North 87

degrees 55 minutes 12 seconds East 60.00 feet to said East Section line; thence along said line South 02 degrees 04 minutes 48 seconds East 517.03 feet to the POINT OF BEGINNING.

TAX IDENTIFICATION NUMBERS:

Parcel E: 83-050-99-0005-000; 83-050-99-0006-000; 83-049-99-0001-001; 83-049-99-0019-001 (part of) 83-049-99-0015-001 (part of) 83-049-99-0013-000 (part of) 83-049-99-0011-000; 83-049-99-0009-000 (part of) 83-051-99-0001-003; 83-051-99-0003-006; 83-051-99-0003-007; 83-051-99-0016-001; 83-051-99-0004-001; 83-051-99-0005-000; 83-051-99-0007-000; 83-051-99-0008-001; 83-051-99-0009-001; 83-051-99-0010-000; 83-051-99-0011-001; 83-051-99-0012-000; 83-051-99-0013-000; 83-051-99-0014-000; 83-051-99-0015-001; 83-052-99-0002-001; 83-052-99-0001-001; 83-052-99-0003-000; 83-052-99-0005-001; 83-052-99-0017-000; 83-052-99-0018-001; 83-052-99-0019-001; 83-052-99-0021-001; 83-052-99-0022-001; 83-052-99-0026-001; 83-052-99-0025-000; 83-052-99-0027-002.

Parcel F: 83-052-99-0023-000; 83-052-99-0027-001; 83-052-99-0015-000

Parcel 1: 83-049-99-0019-001 (part of)

Parcel 2A: 83-049-99-0015-001 (part of); 83-049-99-0013-000 (part of)

Parcel 2B: 83-049-99-0009-000 (part of)