



**Holland Satellite SmartZone Local Development Authority (LDFA)
Board of Directors Meeting
Holland City Hall
Minutes of December 14th, 2016**

Members Present: Marcia Bishop, Brian Burch, Vince Bush, Craig Hall, Ann Harten, Paul Hunt, Jill Miller, Mat Nguyen, Randall Schipper, Tim Vagle

Ex-Officio Members Present: Ryan Cotton, Don Komejan, Scott Spoelhof

Absent: Joe Baumann, Peter Beukema,

Lakeshore Advantage Staff: Angela Huesman, Jennifer Owens

Copies to: City of Holland Clerk, Holland Township Clerk, Ottawa County Clerk

1. Call to Order

A quorum being present the meeting was called to order at 12:04 pm.

2. Public Comment

Chair Craig Hall asked if there were any public comments at this time. There being none, he moved to the first order of business.

3. Approval of Minutes

Motion made by Randy Schipper to approve minutes from LDFA Board meeting held 7/13/16. Support by Brian Burch. Unanimously approved

4. Finance Update

Tim Vagle gave an update of the current funds accrued. Financials currently show revenue of \$16,831. Estimated capture for 2016 was \$40,000.

5. Review and Approval of SmartZone contract

Angela Huesman presented the revised contract from MEDC to the Holland LDFA. Page 6, #3.02, e. needed clarification as did information regarding the 15% reserve included designated funds.

Motion made by Tim Vagle to approve contract pending clarification from MEDC.

After discussion, motion was withdrawn.

6. 2017 Calendar

Angela Huesman presented the updated calendar for 2017.

Vince Bush added a question regarding term limits for the board. Would like to board to consider expanding term limits, as start to SmartZone has taken a great deal longer than anticipated.

7. Adjournment

Motion to adjourn the meeting at 12:50 pm was made by Craig Hall. Supported by Ann Harten. Unanimously approved.

Respectfully submitted,



Randall Schipper
LDFA Secretary

Minutes submitted by Angela Huesman 12/19/16
HSZ LDFA Board Minutes 12/14/16



Holland SmartZone Local Development Authority
Board of Directors Meeting
Wednesday, March 8 @ 12:00 PM
Holland City Hall/270 S River Ave.

Members:	Peter Beukema, Marcia Bishop, Brian Burch, Vince Bush, Frank Garcia, Craig Hall, Ann Harten, Paul Hunt, Jill Miller, Mat Nguyen, Randall Schipper, Tim Vagle
Ex-Officio Members:	Ryan Cotton, Don Komejan, Fred Molnar, Paul Sachs, Scott Spoelhof
Lakeshore Advantage Staff:	Brooke Corbin, Angela Huesman, Jennifer Owens,
Copies To:	Holland Charter Township, Township Clerk, Ottawa County Clerk

Agenda

- | | | |
|----|---|----------------|
| 1. | Call to Order | Randy Schipper |
| 2. | Public Comments | Randy Schipper |
| 3. | Approval of Minutes | Randy Schipper |
| 4. | Review and Approval of SmartZone Contract | Randy Schipper |
| 5. | Executive Director's Report | Brooke Corbin |
| 6. | Financial Report | Tim Vagle |
| 7. | Legislative Update: TIF | Randy Schipper |
| 8. | Adjournment | Randy Schipper |

Next Meeting: Wednesday, June 14 @ 12:00 PM
Holland City Hall/ 270 S River Ave.

**CITY OF HOLLAND AND HOLLAND CHARTER TOWNSHIP SMARTZONE
AGREEMENT**

This SmartZone Agreement (“Agreement”), dated February 23, 2017, is between the Michigan Economic Development Corporation (“MEDC”), the City of Holland (“City”), Holland Charter Township (“Twp.”), and the Holland Local Development Finance Authority (“Authority”). In this Agreement, the MEDC, the City, Twp., and the Authority sometimes may be referred to individually as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, The Michigan Legislature enacted Public Act 248 of 2000, to amend 1986 PA 281 to promote the development of high technology businesses throughout the State of Michigan;

WHEREAS, The MEDC is authorized by Public Act 104 of 2008 to enter into agreements with local development finance authorities that are designated certified technology parks by agreement with previously designated certified technology parks (“SmartZones”) within the State of Michigan;

WHEREAS, by resolution R2014.63 dated October 1, 2014 the City of Holland resolved to create a Local Development Finance Authority exercising powers in the Authority District the (“Satellite LDFA”);

WHEREAS, by resolution dated October 2, 2014 the Holland Charter Township resolved to create the Satellite LDFA;

WHEREAS, by resolution dated October 3, 2014, County of Ottawa, approved the creation of the a Local Development Finance Authority exercising powers in the Authority District the Satellite LDFA;

WHEREAS, by resolution dated October 7, 2014 the City of Grand Rapids resolved to enter into an agreement with the Satellite LDFA to designate the Satellite LDFA District as a SmartZone Satellite.

WHEREAS, by resolution dated October 8, 2014, the Satellite SmartZone resolved to enter into an agreement with the City of Grand Rapids to designate the Satellite LDFA District as a SmartZone Satellite, subject to the approval of the MEDC.

WHEREAS, by agreement dated October 7, 2014, the Satellite SmartZone entered into an agreement with the City of Grand Rapids to designate the Satellite LDFA District as a Smart Zone Satellite, subject to the approval of the MEDC.

WHEREAS, Pursuant to MCL 125.2162b the City of Grand Rapids entered into an Agreement dated October 7, 2014 with the Satellite LDFA to designate a distinct geographic area within the Holland Authority as a SmartZone Satellite, (the “Designation”) attached hereto as Appendix A; The Designation includes provisions agreeing to the identification of criteria required by MCL 125.2162(b):

- a. Identify the unique characteristics and specialties offered by the public and private resources available in the Satellite SmartZone.
- b. Identify the benefits to regional cooperation and collaboration.
- c. Identify how the Satellite SmartZone adds value to the mission of the Host SmartZone.

WHEREAS, The MEDC, the City, the Twp., and the Authority desire to enter into this Agreement, as permitted under Section 12a(3) of the Act, for the designation of the Authority District as subsequently identified as a SmartZone and to establish terms and conditions of the designation.

In consideration of the mutual covenants contained in this Agreement, the MEDC, the City, the Twp., and the Authority agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 Act. “Act” means 1986 PA 105, as amended.

Section 1.02 Affiliated Parties. “Affiliated Parties” means public and private individuals, businesses, and organizations with which the Local Representatives may enter into letters of intent, memoranda of understanding, contractual agreements or other types of arrangements to provide, or induce opportunities for, support, market access, assistance or other types of direct or in-kind assistance for tenants of the Business Incubator or for the development of high technology activity within the SmartZone.

Section 1.03 Agreement. “Agreement” means this written Agreement.

Section 1.04 Agreement Date. “Agreement Date” means the date first set forth above.

Section 1.05 Appendices. “Appendices” means the appendices serially identified in this Agreement, including any amendments or substitutions to them, which are furnished to MEDC by the Authority as they are subsequently prepared and approved by the Authority, the City, and/or MEDC in accordance with the Act.

Section 1.06 Authority. “Authority” means the Holland Local Development Finance Authority.

Section 1.07 Authority District. “Authority District” means an area within the City and Twp. described in the resolutions establishing the Authority, and/or subsequent resolutions adopted by the City commission of the City of Holland and the Township Board of the Charter Township of Holland which establishes the boundaries of the Authority District. The area is described in the document attached hereto as **Appendix A**.

Section 1.08 Business Incubator. “Business Incubator” means the facility or facilities identified in a Tax Increment Financing Plan (TIFP) will after approval of the TIFP be used in a manner provided by the TIFP and authorized in the Act for a Business Incubator.

Section 1.09 Certified Technology Park. “Certified Technology Park” or “SmartZone” is the portion of an authority district designated by agreement between the MEDC, a municipality and a

local development and finance authority as permitted by Section 12a of the Act.

Section 1.10 City. “City” means the City of Holland.

Section 1.11 County. “County” means the County of Ottawa.

Section 1.12 Initial Taxable Value. “Initial Taxable Value” means the taxable value of that property identified as property for purposes of determining tax increment revenues for the Authority under the TIFP.

Section 1.13 Holland SmartZone. “Holland SmartZone” means the area in which the Authority may establish a Certified Technology Park.

Section 1.14 Local Representatives. “Local Representatives” means the City, Twp., and the Authority.

Section 1.15 MEDC. “MEDC” means the Michigan Economic Development Corporation, a public body corporate created under section 28 of Article VII of the State Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 PA 7, by interlocal agreement effective April 5, 1999 between participating local economic development corporations created under 1974 PA 338, MCL 125.1601 to 125.1636, and the Michigan Strategic Fund, or its successor as provided for in the Act.

Section 1.16 Operating Costs. “Operating Costs” means Business Incubator expenses, and other operational and planning costs authorized by the Act and Public Act 291 of 2000 including, but not limited to, executive management and other expenses directly related to the central administration of the Business Incubator; such as expenses for insurance, salaries, repairs and maintenance, marketing, supplies, and utilities.

Section 1.17 Public Facilities. “Public Facilities” means those Public Facilities to be developed for the SmartZone.

Section 1.18 Ratification. “Ratification” means the document to be incorporated into attached **Appendix C** evidencing the State Treasurer’s approval and the President of the MEDC approval of the Authority’s TIFP and of the capture by the Authority of tax increment revenues authorized by the TIFP after approval from the State Treasurer and the President of the MEDC of a TIFP.

Section 1.19 Reserves. “Reserves” means captured Tax Increment Revenue that the Authority and Cities, have not allocated or for future use toward an identified eligible activity use, as defined by the Act and MEDC guidance documents.

Section 1.20 Resolution. “Resolution” means the documents creating the Authority and filed with the Michigan Secretary of State and attached hereto as **Appendix D**.

Section 1.21 School Taxes. “School Taxes” means the amounts levied by the State pursuant to the State Education Tax Act, Public Act 1993 PA 331, as amended, and operating levies of local and intermediate school districts.

Section 1.22 State. “State” means the State of Michigan.

Section 1.23 SmartZone. “SmartZone” or “Certified Technology Park” is the portion of an authority district designated by agreement between a municipality in which a Certified Technology Park has been designated under the act, another municipality, and a local development and finance authority as permitted by Section 12b of the Act.

Section 1.24 SmartZone Plan. “SmartZone Plan” means the description of activities to be undertaken by the Authority in operation of the SmartZone, attached as **Appendix B**.

Section 1.25 Statewide SmartZone Council. “Statewide SmartZone Council” means the SmartZone advisory group comprised of representatives of each SmartZone and the MEDC.

Section 1.26 Tax Increment Revenues. “Tax Increment Revenues” means that term as defined in the Act.

Section 1.27 Term. “Term” means the period beginning on the Agreement Date and ending on December 31, 2030, except as otherwise provided in Section 5.01 of this Agreement.

Section 1.28 TIFP. “TIFP” means the Tax Increment Financing Plan that will be prepared and adopted by the Authority and the City and submitted for approval by the MEDC and Michigan Department of Treasury and attached as **Appendix B**.

Section 1.29 Treasury. “Treasury” means the State of Michigan Department of Treasury or State Treasurer.

Section 1.30 Township. “Township” means Holland Charter Township.

Section 1.31 University “University” means Michigan State University Bioeconomy Institute and Grand Valley University and its Richard M. and Helen DeVos Center for Entrepreneurship and Innovation.

ARTICLE II RIGHTS AND OBLIGATIONS OF THE MEDC

Section 2.01 Designation of the Authority’s SmartZone. The MEDC designates the Holland SmartZone as described in Appendix A as the area in which the Authority may establish the Certified Technology Park.

Section 2.02 Marketing of the Authority’s SmartZone by MEDC. After approval of the SmartZone District, the MEDC shall market the Holland SmartZone as one of the Certified Technology Parks authorized under the Act. All marketing of the SmartZone by MEDC shall be consistent with the TIFP and the purposes and objectives of the Authority. It is understood that the marketing funds to be expended by the MEDC in fulfillment of its obligation under this Section 2.02 shall be determined by the MEDC.

Section 2.03 Role of the MEDC. The MEDC shall play no role in policy development or decision-making of the Authority including, but not limited to, the areas of zoning, acquisition and disposal of interests in real and personal property, and land development.

Section 2.04 No Approval of Other Tax Incentives. The Authority may seek assistance in the form of other state incentives including, but not limited to, brownfield redevelopment tax incentives, obsolete property redevelopment tax abatement, and other grants and loans to support business development. By signing this Agreement, the MEDC has not signified approval for these incentives, or opined on the Authority's eligibility for these incentives.

Section 2.05 Ratification by State Treasurer. The MEDC will review the TIFP proposed by the Authority in conjunction with Treasury's review of the same. If the MEDC and Treasury both ratify the TIFP, then the Authority may begin capturing taxes as provided herein. The MEDC's and Treasury's respective ratification of the TIFP is under the sole discretion of the ratifying agency.

Section 2.06 Expansion of the SmartZone. The Local Representations shall not expand the area or areas at the SmartZone or add an additional area or areas to the SmartZone without the approval of the MEDC. The Authority shall demonstrate a direct impact on high-tech growth in the expanded area if it seeks to expand the SmartZone.

ARTICLE III RIGHTS AND OBLIGATIONS OF THE LOCAL REPRESENTATIVES

Section 3.01 Representation of Compliance with the Act. The Local Representatives represent and warrant that the Authority District was created in compliance with the Act in all material respects.

Section 3.02 Authorized Capture and Use of Tax Increment Revenues.

(a) All Tax Increment Revenues received by the Authority from the SmartZone during the Term may be expended by the Authority for all purposes and in those amounts authorized under the Act and the approved TIFP. Subject to section 3.02(c) below, once the TIFP is ratified the Authority may capture 50% of School Taxes for a period of 10 years, such amount to reduce 10% each year after the 10th year until the 15th year which shall have a 0% capture, at the conclusion of which, the ratification shall expire. The MEDC shall conduct an annual review of the Authority's use and capture of Tax Increment Revenues, which shall be limited to assessment of consistency with the TIFP and the Act. In the event that the MEDC identifies one or more material inconsistencies, it shall notify Treasury and the Local Representatives of the same and the Authority shall have the opportunity to respond in a manner consistent with Section 5.03(a) of this Agreement. Should the Authority fail to perform as described by Section 5.03(a), then such failure shall constitute an Event of Default and the MEDC shall have the right to exercise one or more of the remedies provided for in Article V of this Agreement. Tax Increment Revenues shall be determined on the basis of an Initial Taxable Value authorized by the President of MEDC and the State Treasurer and pursuant to the approved TIFP and the Ratification.

(b) The Authority may enter into a contract with an Affiliated Party to delegate, on behalf of the Authority, the responsibility of operating and planning the activities supported by the Authority, providing administrative services to the Authority, conducting an integrated marketing study, generating specific marketing plans, identifying methods of facilitating technology commercialization, and implementation of the integrated marketing program.

(c) The TIFP shall include LOCAL TIF if requesting state school TIF capture. If in any year, the

amount of Local TIF capture is reduced for any reason, the school taxes capture authorized under Section 3.02(a) above shall be proportionally reduced with such Local TIF capture reduction.

(d) The TIFP shall include local capture contribution at a proportional rate to state capture. If the TIFP does not include proportional local capture, the Authority will not be permitted to utilize reserves and any excess capture will be diverted back to all applicable taxing jurisdictions.

(e) If the TIFP includes reserves, the reserves shall not exceed 15% of total annual capture for the Authority if the TIFP includes both local and state proportional capture.

(f) The TIFP shall reference fulfilling the provisions agreed to in the Designation to the identification of criteria required by MCL 125.2162b:

- a. Identify the unique characteristics and specialties offered by the public and private resources available in the Satellite SmartZone.
- b. Identify the benefits to regional cooperation and collaboration.
- c. Identify how the Satellite SmartZone adds value to the mission of the Host SmartZone.

Section 3.03 Prohibited Uses of Tax Increment Revenues. Tax Increment Revenue proceeds shall not be used to fund the costs of:

- (a) direct subsidies,
- (b) programs or services provided to or for tenants in the Business Incubator such as research stipends or grants, employee compensation subsidies, or grant proposal assistance,
- (c) microloans or any funding directly provided to a business.

Section 3.04 Local Representative Programs and Participation. The Local Representatives shall seek to develop and implement strategies to facilitate the commercialization of technologies in the Holland SmartZone, as outlined in the SmartZone Plan, attached as **Appendix B**.

Section 3.05 SmartZone Plan Submission to the MEDC. The Authority:

- (a) Shall submit the SmartZone Plan to the MEDC.
- (b) The SmartZone Plan shall reference fulfilling the provisions agreed to in the Designation to the identification of criteria required by MCL 125.2162b:
 - a. Identify the unique characteristics and specialties offered by the public and private resources available in the Satellite SmartZone.
 - b. Identify the benefits to regional cooperation and collaboration.
 - c. Identify how the Satellite SmartZone adds value to the mission of the Host SmartZone.

Section 3.06 Incubator Programs and Participation. The Local Representatives shall develop and implement programs designed to foster the use of the business incubator, with support of tax increment revenues and development of other high technology enterprises located within the SmartZone.

Section 3.07 Private Sector Participation. The Local Representatives shall develop and implement programs designed to foster partnerships with the private sector to support commercialization of technology and development of other high technology enterprises located within the SmartZone.

Section 3.08 University Programs and Participation. The Local Representatives collaborating with the University shall develop and implement programs designed to foster the use of talent resources, and technology at the University towards accelerating technology commercialization and the development of other high technology enterprises located within the SmartZone

Section 3.09 MEDC Membership on the Authority. The Local Representatives shall appoint a representative, selected by the MEDC, as an ex-officio, non-voting member to the Authority.

Section 3.10 Reporting Requirements.

(a) The Authority shall provide, or cause to be provided to, MEDC a report annually containing the following information due no later than April 15 for the previous calendar year data:

- (i) The amount and source of tax increment revenues received.
- (ii) The amount and purpose of expenditures of tax increment revenues.
- (iii) The initial assessed value of eligible property.
- (iv) The captured assessed value of the eligible property retained by the authority.
- (v) The number of high tech jobs created and retained including average wages of high tech jobs.
- (vi) The number of all other jobs created within the SmartZone.
- (vii) A summary of the SmartZone operations, including, but not limited to, number of high tech businesses assisted, number of high tech businesses locating or expanding in the SmartZone, number of private investment by high-tech companies, number of on-going and completed research projects, number of on-going and completed commercialization projects, and similar information for activity of the business incubator.
- (viii) The amount of new private and new public investment in the SmartZone, (including university investment within the SmartZone).
- (ix) Other money that has been leveraged throughout the year to attract and retain high tech industry.
- (x) The proposed purpose of Tax Increment Financing funds for the next year of the Authority.
- (xi) The amount of principal and interest on any outstanding bonded indebtedness of the authority.
- (xii) The amount in any bond reserve account.
- (xiii) Any other MEDC funding received for Incubator and/or high-tech activities.
- (xiv) Any other information requested by MEDC or Treasury.

Section 3.11 Approval of Amendments to the TIFP. The Authority and the City and Twp. shall not amend the TIFP without the approval of the MEDC and the State Treasurer. Copies of any and all proposed amendments shall be forwarded to the MEDC and Treasury.

Section 3.12 Use of SmartZone Service Mark. The Local Representatives shall use the SmartZone service mark and logo in accordance with the guidelines on <http://www.michiganbusiness.org/logo-request/> as may be amended from time to time.

Section 3.13 Statewide SmartZone Council. The Local Representatives agree to participate in the activities of the Statewide SmartZone Council, including, but not limited to, assisting the

MEDC in developing a marketing plan for the SmartZone program.

ARTICLE IV
INTELLECTUAL PROPERTY

Section 4.01 Service Mark. The MEDC owns the SmartZone service mark and grants a limited license to the Local Representatives and sublicensees of them for use in promoting the Holland SmartZone in accordance with guidelines established by the MEDC. The MEDC retains the exclusive right to revoke any license or sublicense authorized by this Agreement, or the SmartZone approval pursuant to Section 5.03 of this Agreement.

ARTICLE V
TERM, TERMINATION, AND DEFAULT

Section 5.01 Termination. This Agreement shall terminate by the first to occur of the following:

- (a) Expiration of the Term.
- (b) An action, other than one caused by an Event of Default, by any of the following means that voids, suspends, terminates the Authority District as the area in which the Authority may establish a SmartZone or the authorization for the Authority to capture and use of Tax Increment Revenues for all purposes permitted under Section 3.02;
 - (i) Court order
 - (ii) Any ruling, bulletin, order, administrative or executive decision of the State, State Tax Commission, any State official, or State commission, authority, body or employee with authority to make such determination or take such action, or
 - (iii) State or federal legislative action.
- (c) The involuntary dissolution or liquidation of the Authority.
- (d) The voluntary termination of this Agreement by the MEDC and the Local Representatives. It is understood that the Parties shall not unreasonably withhold their consent to terminate this Agreement under this Section 5.01(d) if it should be in the best interest under good business practice standards to terminate this Agreement.

Section 5.02. Rights of the MEDC. The expiration of the Term shall not affect the rights of the MEDC in connection with its SmartZone service mark.

Section 5.03 Default.

- (a) An event of default under this Agreement "Event of Default" or "Default" shall mean, whenever used in this Agreement, the failure by any of the Local Representatives to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement for a period of (45) days after receipt of written notice that specifies such failure and requests that it be remedied, shall have been given by the party providing notice of Default to all other Parties; provided, however, that if the failure is such that it can be corrected but not within

such 45-day period, and corrective action is instituted within such period and diligently pursued until such failure is corrected, then such period shall be increased to such extent necessary to enable the Party failing to observe or perform any covenant, condition or agreement to observe or perform such covenant, condition, undertaking or agreement through the exercise of due diligence. The MEDC is not bound by the period for cure described herein in the event of a failure by the Authority to comply with Section 3.02(a) of this Agreement.

(b) Except as provided in this Agreement upon the occurrence and during the continuance of an Event of Default, any non-defaulting Party may take whatever action at law or in equity as may appear necessary or desirable to enforce performance and observance of this Agreement.

(c) Whenever an Event of Default is caused by the failure of any of the Local Representatives, the MEDC may exercise any one or more of the following remedies:

- (i) Cease to market, as otherwise agreed to by the MEDC under Section 2.02, or revoke permission to market under Section 3.10, the Holland SmartZone as a SmartZone. If the MEDC exercises this remedy, the Local Representatives may continue to market and operate the SmartZone during the Term.
- (ii) Suspend or revoke of the limited license or sublicense(s) granted under Section 4.01 of the use of the “SmartZone” service mark to any of the Local Representatives or their authorized sublicensees.

(d) Whenever an Event of Default is caused by a failure of the Authority under Section 3.01 or 3.02(a), MEDC and Treasury shall have the right to suspend or revoke the capture of School Taxes, in whole or in part, to the extent that the School Taxes are not applied to satisfy existing outstanding obligations.

Section 5.04 Limitations on Obligations and Remedies.

(a) The amendment, revocation or suspension by the MEDC or State Treasurer of the ratification or any authorization conferred upon the Authority by Section 3.02 above, shall waive all obligations imposed upon a Local Representative under Article II above.

(b) If the State Treasurer refuses, for any reason whatsoever, to approve the capture of Tax Increment Revenues attributable to School Taxes, revokes or suspends its approval of such capture in whole or in part, or requires reimbursement, for any reason, from a Local Representative in connection with the capture of Tax Increment Revenues attributable to School Taxes which the State Treasurer subsequently determines to be impermissible, the MEDC will have no liability to a Local Representative for damages caused by such action of the State Treasurer and this Agreement will not be construed to impose any liability upon or require the MEDC to repay any obligation or reimbursement.

(c) The authorization to use the MEDC’s “SmartZone” service mark extended to the Local Representatives and their sublicensees shall cease immediately upon termination of this Agreement or dissolution of the MEDC, without requiring any action by the MEDC.

Section 5.06. Host or Satellite Default.

If after approval of the respective TIFP, either the Host SmartZone or the Satellite LDFA default no longer exists, the survivor must submit an amended TIFP to be approved by the President of the MEDC and ratified by the State Treasurer that addresses a remedy to fulfilling the Legislative Criteria, MCL 125.2162(b).

ARTICLE VI
MISCELLANEOUS

Section 6.01 Designation of MEDC. The President of MEDC, or his designee, is designated as the authorized officer to make determinations and approvals on behalf of the MEDC related to the satisfaction of any condition imposed by this Agreement upon a Local Representative, the terms of any performance required by a Local Representative, or the terms of any agreement entered into between a Local Representative and another person or organization which is subject to MEDC approval.

Section 6.02 Entire Agreement. This Agreement, including all its Appendices and Exhibits, sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions contained in this Agreement are contractual and are not a mere recital, and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement except as expressly stated in this Agreement.

Section 6.03 No Presumption. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted.

Section 6.04 Severability of Provisions. If any provision of this Agreement, or its application to any Party or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other Parties or circumstances is not affected but will be enforced to the extent permitted by law.

Section 6.05 Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws.

Section 6.06 Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning or to be interpreted as part of this Agreement.

Section 6.07 Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 6.08 Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article; references in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 6.09 Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the court of claims of the State of Michigan.

Section 6.10 Amendment. The Agreement may be amended or an alternative form of the Agreement adopted only upon written agreement of the Parties.

Section 6.11 Independent Contractor. The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

Section 6.12 Counterpart Signatures. This Agreement may be signed in counterparts. The counterparts taken together shall constitute a single agreement.

Section 6.13 No Waiver. No waiver by MEDC or a Local Representative of any breach of obligations, agreements or covenants herein shall be a waiver of any subsequent breach of any obligation, agreement or covenant, nor shall any forbearance by the MEDC or a Local Representative to seek a remedy for any breach by the another Party to this Agreement be a waiver of any rights or remedies with respect to such or any subsequent breach, nor shall any express waiver by the MEDC or a Local Representative be deemed to apply to any other existing or subsequent right to remedy any default another Party to this Agreement. No waiver by MEDC or a Local Representative of any default or breach by another Party to this Agreement in the performance of any of the covenants or obligations under this Agreement be deemed to have been made by the MEDC or Local Representative unless contained in a writing executed by the waiving Party. The MEDC and the Local Representatives do not waive any immunity provided by law.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed by their duly authorized representatives as of the Agreement Date.

MICHIGAN ECONOMIC DEVELOPMENT CORPORATION

BY: _____

ITS: President

DATE: _____

CITY OF HOLLAND

BY: _____

ITS: Mayor

DATE: _____

And

BY: _____

ITS: City Clerk

DATE: _____

HOLLAND CHARTER TOWNSHIP

BY: _____

ITS: Supervisor

DATE: _____

HOLLAND LOCAL DEVELOPMENT FINANCE AUTHORITY

BY: _____

ITS: Chairperson

DATE: _____