

## FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT, is made as of January 1, 2017 (the "First Amendment"), by and among the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "WCBRA"), a Michigan public body corporate, having the address at 110 North Fourth St, Ann Arbor, MI 48107, MICHIGINNS REAL ESTATE, LLC, a Michigan limited liability company, whose address is 4613 Drummond Ave, Chevy Chase, MD 20815 and ANN ARBOR BEST HOSPITALITY, INC, a Michigan corporation, whose address is 24725 Greenfield Road, Southfield, MI 48075

### RECITALS.

WHEREAS, Michiginns Real Estate, LLC ("Michiginns") and the WCBRA are parties to a certain Reimbursement Agreement, dated as of January 7, 2009 (the "Reimbursement Agreement") Unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Reimbursement Agreement, and

WHEREAS, Michiginns will assign its interest in the Site to be redeveloped under the Reimbursement Agreement to a separate legal entity, Ann Arbor Best Hospitality, Inc ("AABH") by way of a Real Estate Sale and Purchase Agreement, in order to complete the Development, and

WHEREAS, the parties desire to enter into this First Amendment for the mutual benefit of the parties to remove Michiginns and replace it with AABH as the Owner under the Reimbursement Agreement, and

WHEREAS, the parties wish to further amend the Reimbursement Agreement on the terms and conditions set forth in this First Amendment

### NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. **INCORPORATION OF RECITALS AND DEFINED TERMS** The above recitals are hereby incorporated into this First Amendment as if fully set forth herein

2. **REPLACEMENT OF DEVELOPER** Michiginns shall be replaced as a party to the Reimbursement Agreement by AABH. AABH shall be the "Owner" under the Reimbursement Agreement and this First Amendment. AABH hereby assumes all of the rights and obligations of Michiginns under the Reimbursement Agreement and shall be eligible for reimbursement of eligible activities incurred under the approved Plan and any Work Plan, as applicable

3. **PAYMENT OF TIF PROCEEDS.** The Parties agree that upon full execution of this Amendment, subject to the terms of the Reimbursement Agreement, except as otherwise provided herein, all payments otherwise due to Michiginns pursuant to the Reimbursement Agreement shall be assigned to, due to and paid to AABH at the address specified herein. Michiginns shall retain the right to receive reimbursement from the WCBRA of any taxes paid by Michiginns and not yet reimbursed by WCBRA to Michiginns prior to the Effective Date of this Agreement. AABH shall execute any documents required to ensure that Michiginns is reimbursed for taxes previously paid and not reimbursed by WCBRA and assigns to Michiginns any right, title or interest that AABH has or may have to said unreimbursed amounts

4        **SALE, CONVEYANCE OR TRANSFER OF THE SITE.** Section 10.2 of the Reimbursement Agreement is modified as follows

Up until the Owner has satisfactorily completed its Eligible Activities and performed its obligations under the terms of the Reimbursement Agreement, the Owner shall not sell, convey, or transfer ownership of any portion of the eligible property to another owner to carry out the purposes and goals of the Plan, or any existing Work Plan, as described in the Reimbursement Agreement without a mutually agreeable amendment to the Reimbursement Agreement. This does not prohibit the Owner from selling, conveying or transferring property (including any interest therein) or units within structures to third parties for the land uses as contemplated by the Development. This section shall not apply to (a) assignments between governmental entities (b) assignments required for financing the Development, (c) the establishment of another entity which shall operate the premises for the infrastructure purposes, (d) the sale of substantially all of any member's interest in Owner, or (e) an assignment resulting from Owner's lender exercising remedies under its loan documents with Owner, including through foreclosure, deed in lieu of foreclosure or power of sale by any such lender, and any subsequent sale or conveyance of the Development by such lender.

After the Owner has completed its Eligible Activities and Eligible Investment under the Plan or the Work Plan, as they may be amended or supplemented from time-to-time, and until such time as its capture of TIF Revenues are completed under the Plan and/or the Work Plan, prior to any sale, conveyance or transfer of ownership of any portion of the eligible property, Owner shall provide written notice to any such transferee of the existence of the Plan and the Reimbursement Agreement, as amended. This provision shall neither apply to nor prohibit the Owner from selling, conveying or transferring property (including any interest therein) or units within structures to third parties for the land uses as contemplated by the Development.

Nothing in the Reimbursement Agreement shall prohibit the parties from filing a memorandum of the Reimbursement Agreement, outlining the general terms and conditions contained therein, with the Washtenaw County Registrar of Deeds. Filing such a memorandum shall constitute notice to any transferee as required by this section.

5        **ASSIGNMENT.** Section 10.3 of the Reimbursement Agreement is modified as follows

Neither the Reimbursement Agreement, nor any of the rights or obligations contained within it may be assigned or otherwise transferred by AABH, including but not limited to required assignments associated with the financing for the Development and assignments resulting from Owner's lender exercising remedies under its loan documents, including through foreclosure, deed in lieu of foreclosure or power of sale by any such lender, unless otherwise provided herein, whether by operation of law or otherwise, without the prior written consent of the WCBRA, which consent will not be unreasonably withheld.

6        **NOTICES** Section 10.4 of the Reimbursement Agreement is modified as follows. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows

If to WCBRA

Nathan Voght  
Office of Community & Economic Development  
Washtenaw County  
Staff Support to Authority pursuant to MCL 125 2657  
Washtenaw County Brownfield Redevelopment Authority  
110 North Fourth Avenue, P O Box 8645  
Ann Arbor, Michigan 48107-8645

With a courtesy copy to  
Corporation Counsel,  
Washtenaw County  
220 N Main, P.O Box 8645  
Ann Arbor, MI 48107-8645

If to Ann Arbor Best Hospitality, Inc or its successor(s)

Ann Arbor Best Hospitality, Inc  
c/o Akram Namou  
24725 Greenfield Road  
Southfield, MI 48075

With a courtesy copy to  
Patrick N Butler, Esq  
31100 Stephenson Highway  
Madison Heights, MI 48071

or to such other address as such party may specify by appropriate notice

## 7 MISCELLANEOUS

(a) Construction The terms of this First Amendment amend and modify the Reimbursement Agreement as if fully set forth in the Reimbursement Agreement

(b) Ratification All other provisions of the Reimbursement Agreement not specifically modified by this First Amendment are preserved, confirmed and shall remain in full force and effect

(c) Counterparts This First Amendment may be executed in counterparts, each of which shall constitute an original although not fully executed, but both of which taken together shall constitute a single instrument. The signature page of either counterpart may be detached from the other counterpart without impairing the legal effect of the signatures thereon. Counterpart signature(s) by facsimile or email, or signatures on facsimile or scanned/emailed signature page(s) of this First Amendment, are expressly permitted.

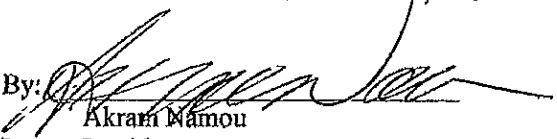
*[Signature Page Follows]*

Counterpart signature(s) by facsimile or email, or signatures on facsimile or scanned/mailed signature page(s) of this First Amendment, are expressly permitted.

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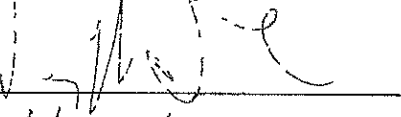
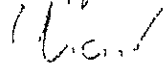
IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed this 24<sup>th</sup> day of April, 2017, as follows

ANN ARBOR BEST HOSPITALITY, INC

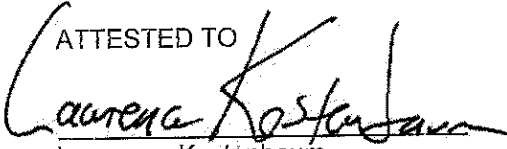
By:   
Akram Mamou  
Its: President

APPROVED AS TO FORM

WASHTENAW COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY

By:   
Its: 

ATTESTED TO

  
Lawrence Kestenbaum  
County Clerk/Register

Michigan's Real Estate, LLC

By:   
Jonathan J. Ginns  
Its: Managing Manager

## **Nathan Voght**

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**From:** Curtis Hedger  
**Sent:** Tuesday, February 14, 2017 11:37 AM  
**To:** Nathan Voght  
**Subject:** RE: 2800 Jackson Road 1st Amendment to Reimbursement Agreement

Hi Nathan That was the only change for me I think we're good to go Curt

**From:** Nathan Voght  
**Sent:** Monday, February 13, 2017 5:24 PM  
**To:** Curtis Hedger  
**Subject:** RE: 2800 Jackson Road 1st Amendment to Reimbursement Agreement

Curt,

Did you have any other comments on the Amendment to the Michigan Inn RA? When we met, we both agreed that the BRA would need to approve of any transfer (section 5, Assignment) That's all we came up with If that's all, I'll get back to the attorney and let him know, and ask for an updated draft for your final approval

THX

Nathan

**From:** Nathan Voght  
**Sent:** Wednesday, February 01, 2017 2:52 PM  
**To:** Curtis Hedger  
**Cc:** Naud, Matthew, [mcclosure@cmplaw.com](mailto:mcclosure@cmplaw.com), Lenart, Brett  
**Subject:** FW: 2800 Jackson Road 1st Amendment to Reimbursement Agreement

Curt,

The owner of Michigan Inn, one of our brownfields that I am currently paying TIF reimbursement to, is going to sell the property to a developer Along with the sale, the seller wants to grant future TIF payments to the new owner Can you take a look at the attached DRAFT amendment to the Reimbursement Agreement?

They had requested to get this on tomorrow's BRA agenda, but I already told them this was too late So, we have several more weeks to review this before the March BRA Mtg However, I may provide to the BRA tomorrow morning for their review and information

Nathan

**From:** Patrick Butler [<mailto:pnbutteresq@gmail.com>]  
**Sent:** Tuesday, January 31, 2017 5:00 PM  
**To:** Nathan Voght  
**Cc:** Patrick Butler, Berman, Harvey, Akram Namou  
**Subject:** 2800 Jackson Road 1st Amendment to Reimbursement Agreement

Nathan, hope all is well Pursuant our recent discussion regarding the purchase of the vacant land located at 2800 Jackson Road, Ann Arbor, Michigan by Ann Arbor Best Hospitality, Inc from Michiganns Real Estate, LLC, I am attaching a draft 1st Amendment to Reimbursement Agreement for the transfer of the outstanding Brownfield Credits