

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the original and two copies of this form and the required attachments (three complete sets) with the clerk of the local government unit. The State Tax Commission (STC) requires two complete sets (one original and one copy). One copy is retained by the clerk. If you have any questions regarding the completion of this form or would like to request an informational packet, call (517) 373-3272.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Victoria L. Houser</i>	Date received by Local Unit <i>12/30/2014</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) <i>Wkw Roof Rail Systems LLC</i>		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) <i>3471, 3490</i>	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) <i>215 N Hill Brookly Rd, Baffle Creek, MI, 49817</i>		1d. City/Township/Village (indicate which) <i>Baffle Creek</i>	
1e. County <i>Calhoun</i>		1f. School District where facility is located <i>Baffle Creek Public Schools</i>	
2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(4)) <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Research and Development (Sec. 2(9)) <input type="checkbox"/> Transfer (1 copy only) <input type="checkbox"/> Rehabilitation (Sec. 3(1))		3b. School Code <i>13020</i>	
		4. Amount of years requested for exemption (1-12 Years) <i>12</i>	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

see attachments

6a. Cost of land and building improvements (excluding cost of land).....	<i>4,634,497 \$</i>
* Attach list of improvements and associated costs.	
* Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures.....	<i>49,856.713 \$</i>
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	<i>54,491,210 \$</i>
* Round Costs to Nearest Dollar	
Total of Real & Personal Costs	

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	<i>7/18/14</i>	<i>12/30/16</i>	<input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements	<i>7/18/14</i>	<i>12/30/16</i>	<input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. *19*

10. No. of new jobs at this facility expected to create within 2 years of completion. *186*

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV

12a. Check the type of District the facility is located in:

☒ Industrial Development District

☐ Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit)

#2 12-2-1975

12c. Is this application for a speculative building (Sec. 3(8))?

☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name <i>Carl Philip Schmiewind</i>	13b. Telephone Number <i>844 959 7245</i>	13c. Fax Number <i>269 441 6413</i>	13d. E-mail Address <i>Carl-Philip.schmiewind@uskw.de</i>
14a. Name of Contact Person <i>— " —</i>	14b. Telephone Number <i>— " —</i>	14c. Fax Number <i>— " —</i>	14d. E-mail Address <i>— " —</i>
15a. Name of Company Officer (No Authorized Agents) <i>Gernot Mindrop</i>			
15b. Signature of Company Officer (No Authorized Agents) <i>[Signature]</i>		15c. Fax Number <i>269 441 6413</i>	15d. Date <i>1/5/15</i>
15e. Mailing Address (Street, City, State, ZIP Code) <i>215 N Hill Brady Rd, Battle Creek, 49037, MI</i>		15f. Telephone Number <i>see 13b</i> <i>269 441 6413</i>	15g. E-mail Address <i>gernot.mindrop@uskw.de</i>

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. LUCI Code		16d. School Code
17. Name of Local Government Body		18. Date of Resolution Approving/Denying this Application

Attached hereto is an original and one copy of the application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time.

19a. Signature of Clerk <i>Victoria L Houser</i>	19b. Name of Clerk <i>Victoria L Houser</i>	19c. E-mail Address <i>vlhouser@battlecreekmi.gov</i>
19d. Clerk's Mailing Address (Street, City, State, ZIP Code) <i>10 N Division St Battle Creek MI 49014</i>		
19e. Telephone Number <i>269 966 3348</i>	19f. Fax Number <i>269 966 3555</i>	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

Local Unit: Mail one original and one copy of the completed application and all required attachments to:

State Tax Commission
Michigan Department of Treasury
P.O. Box 30471
Lansing, MI 48909-7971

(For guaranteed receipt by the STC, it is recommended that applications are sent by certified mail.)

STC USE ONLY				
1. LUCI Code	2. Begin Date Real	3. Begin Date Personal	4. End Date Real	5. End Date Personal

Chicago Title Insurance Company**LEGAL DESCRIPTION****EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BATTLE CREEK, CALHOUN COUNTY, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Part of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, described as follows: Commencing at the Southerly most corner of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01; thence N35°02'35"W, along the Northeasterly line of Dickman Road, 400.80 feet; thence Northwesterly 552.71 feet along said Northeasterly line of Dickman Road and the arc of a curve to the left whose radius is 4127.44 feet, and whose chord bears N38°52'45"W, 552.29 feet; thence N38°59'21"E, 204.21 feet; thence N46°05'03"E, 701.67 feet; thence N82°15'23"E, 1015.90 feet; thence Northeasterly 163.73 feet along the arc of a curve to the left whose radius is 135.39 feet and whose chord bears N47°42'54"E, 153.93 feet to the true point of beginning; thence Northeasterly 20.46 feet along the arc of a curve to the left whose radius is 135.39 feet and whose chord bears N08°44'29"E, 20.44 feet; thence 283.77 feet along the arc of a curve to the left whose radius is 100.00 feet and whose chord bears N76°52'54"W, 197.70 feet; thence N14°54'27"W, 1538.79 feet to the Northerly line of said Lot No. 36; thence Northeasterly 141.92 feet along said North lot line and the arc of a curve to the right whose radius is 4180.00 feet and whose chord bears N71°16'43"E, 141.91 feet; thence Northeasterly 467.76 feet continuing along said North lot line and the arc of a curve to the right whose radius is 1680.00 feet and whose chord bears N80°12'17"E, 466.25 feet; thence S14°54'27"E, 1233.89 feet; thence S13°30'24"W, 198.42 feet; thence Southwesterly 131.42 feet along the arc of a curve to the right whose radius measures 215.00 feet and whose chord bears S31°01'02"W, 129.38 feet; thence S49°40'35"W, 279.36 feet to the point of beginning.

Together with so much of the following described easement for sanitary sewer purposes as is upon the servient property, i.e. that which is hereby burdened with the easement, described immediately following the easement description:

A 30 feet wide easement for sanitary sewer lying 15 feet each side of a centerline described as:

Commencing at the Southerly most corner of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01; thence N35°02'35"W, along the Northeasterly line of Dickman Road, 400.80 feet; thence Northwesterly 552.71 feet along said Northeasterly line of Dickman Road and the arc of a curve to the left whose radius is 4127.44 feet, and whose chord bears N38°52'45"W, 552.29 feet; thence N38°59'21"E, 204.21 feet; thence N46°05'03"E, 701.67 feet; thence N82°15'23"E, 1015.90 feet; thence Northeasterly 184.19 feet along the arc of a curve to the left whose radius is 135.39 feet and whose chord bears N43°23'09"E, 170.31 feet; thence 129.89 feet along the arc of a curve to the left whose radius is 100.00 feet and whose chord bears N32°47'58"W, 120.95 feet; thence N27°10'06"E, 20.89 feet; thence N16°55'38"E, 170.46 feet; thence N69°59'42"E, 131.08 feet; thence N13°08'32"E, 156.30 feet; thence N28°07'37"W, 133.25 feet; thence N17°06'23"E, 360.54 feet to the true point of beginning; thence N17°06'23"E, 92.45 feet; thence N55°13'34"E, 62.23 feet; thence N19°14'42"E, 19.98 feet to the point of ending. The side lines of said easement to lengthen or shorten to meet the boundary lines of the subject parcel.

Servient Estate:

Commencing at the Southerly most corner of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01; thence N35°02'35"W, along the Northeasterly line of Dickman Road, 400.80 feet; thence Northwesterly 552.71 feet along said Northeasterly line of Dickman Road and the arc of a curve to the left whose radius is 4127.44 feet, and whose chord bears N38°52'45"W, 552.29 feet; thence N38°59'21"E, 204.21 feet; thence N46°05'03"E,

LEGAL DESCRIPTION

(Continued)

701.67 feet; thence N82°15'23"E, 1015.90 feet to the true point of beginning; thence Northeasterly 163.73 feet along the arc of a curve to the left whose radius is 135.39 feet, and whose chord bears N47°42'54"E, 153.93 feet; thence N49°40'35"E, 279.36 feet; thence Northeasterly 131.42 feet along the arc of a curve to the left whose radius is 215.00 feet, and whose chord bears N31°01'02"E, 129.38 feet; thence N13°30'24"E, 198.42 feet; thence N14°54'27"W, 995.47 feet; thence S83°17'15"E, 275.10 feet; thence S17°18'20"W, 321.74 feet; thence S87°07'37"E, 375.68 feet to the East line of said Lot 36; thence S00°19'29"E (record S00°17'28"E) along said East line of Lot 36 a distance of 381.51 feet to the East and West 1/4 line of Section 32, Town 1 South, Range 8 West, as marked on said "Battle Creek-Fort Custer Urban Renewal Plat"; thence S00°19'41"E, 1098.07 feet (record S00°18'58"E, 1098.08 feet) along said East line of Lot 36 to an angle point in said East line of Lot 36; thence S55°17'33"W along said East line of Lot 36 a distance of 550.68 feet to a point on said East line of Lot 36, distant N55°17'33"E, 1649.53 feet from the Southerly most corner of said Lot 36; thence N23°13'30"W, 435.63 feet; thence N30°57'28"W, 234.18 feet to the point of beginning.

Parcel 2:

Part of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, described as follows:

Commencing at the Southerly most corner of Lot No. 36 of BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT, City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01; thence N35°02'35"W, along the Northeasterly line of Dickman Road, 400.80 feet; thence Northwesterly 552.71 feet along said Northeasterly line of Dickman Road and the arc of a curve to the left whose radius is 4127.44 feet, and whose chord bears N38°52'45"W, 552.29 feet; thence N38°59'21"E, 204.21 feet; thence N46°05'03"E, 701.67 feet; thence N82°15'23"E, 1015.90 feet; thence Northeasterly 163.73 feet along the arc of a curve to the left whose radius is 135.39 feet, and whose chord bears N47°42'54"E, 153.93 feet; thence N49°40'35"E, 279.36 feet to the true point of beginning; thence Northeasterly 131.42 feet along the arc of a curve to the left whose radius is 215.00 feet, and whose chord bears N31°01'02"E, 129.38 feet; thence N13°30'24"E, 198.42 feet; thence N14°54'27"W, 648.74 feet; thence S87°07'37"E, 464.16 feet to the East line of said Lot 36; thence S00°19'29"E (record S00°17'28"E) along said East line of Lot 36 a distance of 381.51 feet to the East and West 1/4 line of Section 32, Town 1 South, Range 8 West, as marked on said "Battle Creek-Fort Custer Urban Renewal Plat"; thence S00°19'41"E, 175.74 feet (record S00°18'58"E) along said East line of Lot 36; thence S49°40'35"W, 541.45 feet to the point of beginning.

EXCEPT: Beginning at a point on the East line of Lot 36 of "BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT", City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01, distant N00°19'29" W, 356.06 feet along said East line from the intersection of said East line with the East and West 1/4 line of Section 32, Town 1 South, Range 8 West, as marked on said Plat; thence N87°11'46" W, 177.06 feet; thence N14°51'26" W, 26.67 feet to the North line of land conveyed in Liber 2742, Page 478, Calhoun County records; thence S87°11'46" E (recorded S87°07'37" E) along said North line 183.76 feet to said East line of Lot 36; thence S00°19'29" E along said East line 25.45 feet to the point of beginning.

Parcel 3:

Part of Lot 36 of "BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT", described as follows:

Commencing at the intersection of the East line of Lot 36 of "BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT", City of Battle Creek, Calhoun County, Michigan, according to the Plat thereof as recorded in the Office of the Register of Deeds for Calhoun County, Michigan, in Liber 19 of Plats, on page 01, with the East and West 1/4 line of Section 32, Town 1 South, Range 8 West, as marked on said "BATTLE CREEK-FORT CUSTER URBAN RENEWAL PLAT"; thence N00°19'29"W along said East line of Lot 36 a distance of 381.51 feet; thence N87°11'46"W (recorded N87°07'37"W) along the North line of land conveyed in Liber 2742, Page 478, of Calhoun County records 183.76 feet to the place of beginning; thence continuing N87°11'46"W (recorded N87°07'37"W) 280.27 feet to the Easterly line of land conveyed in Liber 2275, Page 527, of Calhoun County records; thence N14°54'27"W along said Easterly line 585.15 feet to the Northerly line of said Lot 36; thence Easterly 29.84 feet along said Northerly line and the arc of a curve to the right with a radius of 1680.00 feet, and

LEGAL DESCRIPTION

(Continued)

a chord which bears N88°43'05"E, 29.84 feet; thence S14°54'27"E, 231.87 feet; thence S83°50'03"E, 306.12 feet; thence S18°38'36"W, 250.31 feet; thence S33°32'47"E, 58.57 feet; thence S87°11'46"E, 75.57 feet; thence S14°51'26"E, 34.35 feet to the point of beginning.

Subject to a 30-foot wide easement reserved to the City of Battle Creek for sanitary sewer and retention pond access for maintenance purposes lying 15 feet each side of a centerline described as: Beginning at the point of ending of the centerline of a 30-foot wide easement for sanitary sewer as described in Liber 2275, Page 527, Calhoun County records; and running N16°51'16"E, 331.99 feet to the Northerly line of the above described parcel and the point of ending. The side lines of said easement to lengthen or shorten to meet the boundary lines of the subject parcel.

Also subject to a 30-foot wide easement reserved to the City of Battle Creek for storm sewer and retention pond access for maintenance purposes lying 15 feet each side of a centerline described as: Beginning at the point of ending of the centerline of a 30-foot wide storm sewer easement as described in Liber 2742, Page 478, Calhoun County records; and running thence N49°37'04"E, 61.82 feet to the point of ending. The side lines of said easement to lengthen or shorten to meet the boundary lines of the subject parcel.

Parcel ID: 3020-01-036-6

Street Address: 215 N Hill-Brady Road, Battle Creek

**INDUSTRIAL FACILITIES EXEMPTION AFFIDAVIT
COMMENCEMENT OF PROJECT**

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

The undersigned, being duly sworn, states the following:

1. I am a representative of WKW Root Rail Systems LLC,
Applicant for an Industrial Facilities Exemption Certificate, and make this Affidavit based on my own knowledge.
2. I submit this Affidavit in support of the application for Industrial Facilities Exemption Certificate, dated 12/30/14.
3. I hereby certify that installation of the personal property, which is the subject of the application for Industrial Facilities Exemption began on July 18, 2014.

Further Deponents sayeth not.

C. P. Schiewind, Applicant
BY: *Carl-Philip Schiewind*
ITS: *Production Controller*

WITNESSES:

Paula A. Young
Judy D. Wyatt

STATE OF MICHIGAN)
) ss
COUNTY OF CALHOUN)

Subscribed and sworn to before me this 5th day of January, 20 15.

Judy D. Wyatt
Notary Public

Calhoun County, Michigan
My Commission Expires: May 31, 2020

JUDY D. WYATT
NOTARY PUBLIC, STATE OF MI
COUNTY OF CALHOUN
MY COMMISSION EXPIRES May 31, 2020
ACTING IN COUNTY OF

INDUSTRIAL FACILITIES EXEMPTION AGREEMENT

This Agreement is entered into as required and authorized by Public Act 334 of 1993 and made in connection with an Application for an Industrial Facility Exemption Certificate by the Applicant named below. This agreement is entered into between the City of Battle Creek, a Michigan municipal corporation, hereinafter "City", whose address is P.O. Box 1717, Battle Creek, MI 49016-1717, and WW Roof Rail Systems, LLC whose address is 215 N Hill Brady Rd, 49037 MI Battle Creek, hereinafter "Applicant". For and in consideration of the granting of an Industrial Facilities Exemption Certificate pursuant to Public Act 198 of 1974, the parties agree as follows:

1. Commitments made by Applicant in this Agreement are binding on Applicant if and only if the City Approves an Industrial Facilities Exemption Application filed by Applicant on December 30th, 2014 ("Application") and the Application is approved and a Tax Exemption Certificate is issued by the Department of Treasury State Tax Commission pursuant to Act 198.
2. Applicant agrees that the facility for which it has filed the above Application is a new facility.
3. Applicant agrees that the facility will be constructed in not more than two assessment years.
4. Applicant represents that the real and personal property improvements represent an investment equal to at least 20% of the current true cash value of the property as determined by the Assessor or more than \$100,000.00
5. Applicant agrees that if the application includes personal property, to qualify for the exemption the personal property must qualify as "industrial property" under MCL 207.552 on the date of the application.
6. Applicant agrees that prior to October of each year and upon reasonable notice at other times, it will supply the following information to City which is necessary to enable City staff to prepare a report to the City Commission and State regarding Applicant's compliance with abatement guidelines and the law:
 - a) The amount of capital investment in both real and personal property;
 - b) The total number of jobs retained;
 - c) The total number of new jobs created;

- d) Any additional information required by changes in state law or City policy. The City agrees to notify Applicant of such changes to state law or City policy so that Applicant has reasonable time to collect the required data.

7. Applicant agrees to expend approximately _____
(\$ 54,491.210) on the improvements that are the subject of the
Application named above.

8. Applicant agrees that if the abatement is granted, it will create and hire not less than 186 full-time job equivalent positions not existing as of the date of the Application not later than December 30, 2016. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.

9. Applicant agrees that it will retain no less than 19 full-time job equivalent positions as measured from the date of the Application and for as long as the Certificate issued pursuant to the Application is in effect. City recognizes that business conditions, including but not limited to NAFTA, may make it impossible to meet the commitments contained in this paragraph.

10. Applicant agrees to complete such forms as may be necessary to process the Industrial Facilities Exemption Application associated with this Agreement and such other forms as from time to time may be required by the City of Battle Creek relating to equal employment requirement.

11. City agrees that so long as the conditions of this agreement and of the law are fulfilled, it will not seek to revoke the Tax Facility Exemption Certificate issued by the State of Michigan as a result of the above-mentioned Application during the term of that Certificate.

12. City and Applicant agree that any material violation of this Agreement shall be grounds to revoke the Industrial Facilities Exemption Certificate issued pursuant to this Application and city may pursue such remedies as provided by law. In addition, Applicant agrees that if it ceases operation of its facility before the expiration of the Certificate granted in reliance of this contract it shall be liable to City as partial liquidated damages the following:

A sum of money equal to the current total annual tax savings of this certificate divided by 12 and multiplied the number of months remaining in the year of closure not counting the month of closure. Said sum payable upon demand of City.

12. City and Applicant agree that any material violation of this Agreement shall be grounds to revoke the Industrial Facilities Exemption Certificate issued pursuant to this Application and city may pursue such remedies as provided by law.

In addition, Applicant agrees that if it ceases operation of its facility before the expiration of the Certificate granted in reliance of this contract it shall be liable to City as partial liquidated damages the following:

A sum of money equal to the current total annual tax savings of this certificate divided by 12 and multiplied the number of months remaining in the year of closure not counting the month of closure. Said sum payable upon demand of City.

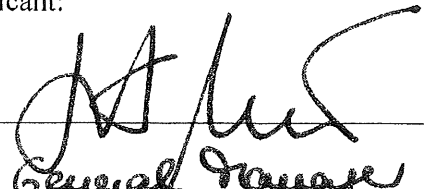
Executed at Battle Creek, Michigan, the dates written below.

DATED: _____

BY: _____
Its: City Manager

Applicant:

DATED: 12/30/14

BY: 
Its: General Manager

INDUSTRIAL FACILITIES EXEMPTION
FEE AFFIDAVIT

STATE OF MICHIGAN)
COUNTY OF CALHOUN)

WW Root Rail Systems LLC and City of Battle Creek

being first duly sworn, depose and say as follows:

1. I am a representative of WW Root Rail Systems LLC, Applicant for an Industrial Facilities Exemption Certificate, and make this Affidavit based upon my own knowledge.
2. I, Ken Tsuchiyama, City Manager of the City of Battle Creek, am an official of the City of Battle Creek and I make this Affidavit based on my own knowledge.
3. The named individuals swear or affirm that no payment of any kind in excess of the fee allowed by Act 198, as amended, has been made or promised in exchange for favorable consideration of a contemporaneous exemption certificate application.

Further Deponents sayeth not.

WITNESSES:

Paula A. Goring
Deputy Clerk

C. P. Edmund, Applicant
Carl-Philip Schneewind
BY: Production Controller
ITS:

STATE OF MICHIGAN)
COUNTY OF Calhoun

Subscribed and sworn to before me this 5th day of January, 2015

Judy D. Wyatt
Notary Public
Calhoun County, Michigan
Acting in Calhoun County
My Commission Expires: May 31, 2020

JUDY D. WYATT
NOTARY PUBLIC, STATE OF MI
COUNTY OF CALHOUN
MY COMMISSION EXPIRES May 31, 2020
ACTING IN COUNTY OF

WITNESSES:

CITY OF BATTLE CREEK

BY: Ken Tsuchiyama,
Its: City Manager

STATE OF MICHIGAN)
COUNTY OF CALHOUN)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public
Calhoun County, Michigan
Acting in Calhoun County
My Commission Expires: _____

12/18/2014

Current Date

FIRM DESCRIPTION

1. WKW Roof Rail Systems LLC
Firm Name

2. 215 N Hill Brady Rd, MI 49037, Battle Creek
Address/City/State/Zip

844 959 7245

Telephone

Fax Number

County

3. /
Name and Address of Home Office if different from above.

4. What is the function of this business? (Be specific.)

manufacturer of aluminum roof rail systems and automotive components

5. Number of Employees:

a. In Battle Creek Area 19

b. In Michigan _____

c. Other States _____

6. Is the business listed on line one (1) certified by:

Another City? Yes or (NO) Name of City _____

7. Is the firm Minority Owned? NO Woman Owned? NO

8. Please include a copy of your current business license.

[Signature]
Authorized Signature

General Manager
Position Title

POLICY STATEMENT

(Company Name)

Policy on Equal Employment Opportunity

It is the policy of WKW Roof Rail Systems LLC to promote equal opportunity for all qualified employees and applicants for employment and to prohibit discrimination in employment because of race, creed, color, national origin, sex, handicap, age, or marital status. The company will work to ensure fair and equitable treatment of all employees and applicants in recruitment, employment, promotions, demotions, transfers, layoffs and terminations. The company has prepared and will implement an Affirmative Action Plan to ensure that all employment decisions are made to further our commitment to equal employment. This plan requires that, among other things, only valid criteria be used in making personnel decisions. Supervisory staff is expected to comply with both the letter and the spirit of this policy. Employees who feel they have been the victims of discriminatory action should feel free to contact the office of Contract Compliance of the City of Battle Creek.

This policy will be distributed to all company departments and by reference, to the union local office (if any) and to the company's recruitment sources.

Signature: Dennis Boone Dated: 12-15-14

Name: DENNIS BOONE

Title: HUMAN RESOURCE MANAGER

Company: WKW ROOF RAIL SYSTEMS, LLC

CITY OF BATTLE CREEK, MICHIGAN

CONTRACT COMPLIANCE FORM

COMPANY NAME: WKW Automotive Roof Rail Systems, LLC

CURRENT EMPLOYEES:

CURRENT EMPLOYEES:				MINORITIES ONLY										ALL EMPLOYEES			
JOB CATEGORIES	ALL EMPLOYEES		Males					Females					Disabled		Veterans		
	Total	Male	Female	B	AI	H	A	B	AI	H	A	Total	M	F	M	F	
Officials & Managers	8	7	1														
Professionals	8	5	3														
Technical	1	1	0														
(Semi-professional)																	
Sales																	
Foreman/Supervisors																	
Office/Clerical	2	0	2														
Craftsmen (Skilled)																	
Operatives																	
(Semi-skilled)																	
Laborers (unskilled)																	
Service Workers																	
TOTAL	19	13	6	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Current Company %
(Completed by City) SMSA %

B=Black A=Asian
AI= American Indian
H=Hispanic

AUTHORIZED SIGNATURE

Dennis Boone

DATE 12-15-14

Name of person completing form

Dennis Boone

Telephone No.

269-833-6495

CITY OF BATTLE CREEK, MICHIGAN

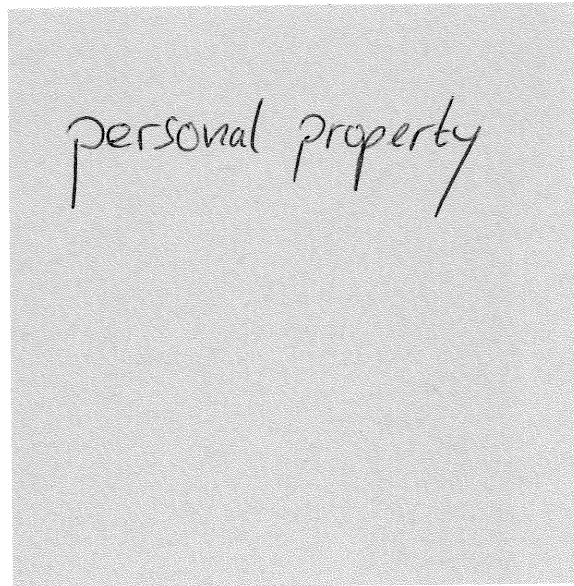
AFFIRMATIVE ACTION POLICY CHECK LIST FOR VENDORS AND CONTRACTORS

The following is a check list of factors that will be weighed by the City when determining certification for eligibility:

FIRMS: SEE UNDERLINED SECTION. PLEASE COMPLETE BY CHECKING APPLICABLE BOXES FOR COMMUNITY PARTICIPATION PROGRAMS THAT YOUR COMPANY PARTICIPATES IN; PROVIDE VERIFICATION IF POSSIBLE.

- ☐ **Number of minorities employed meets or exceeds current relevant Standard Metropolitan Statistical Percentage for firm's location (example, Battle Creek is currently 9.3%). Demonstrated through submission of contract compliance form identifying employees by race, gender, and job classification (attached).**
- ☐ **Minority employment reflects Labor Force Participation Rate for that particular employment sector. Demonstrated through submission of contract compliance form identifying employees by race, gender, and job classification.**
- ☐ **Existence and implementation of a proactive equal employment opportunity policy (attached).**
- ☐ **Community participation in development of a diverse workforce through support of or involvement with: (demonstrated through written verification)**
 - ☐ **Active internship programs**
 - ☐ **Mentoring programs**
 - ☐ **Job shadowing or training programs**
 - ☐ **Recruitment of employees from welfare-to-work rolls as provided by the Workforce Development Board**
 - ☐ **Employment of individuals formerly living below current poverty level**
 - ☐ **Financial commitment to programs designed to upgrade skills, education, and facilities of economically disadvantaged (such as STRIVE)**
 - ☐ **Financial commitment to child care, transportation, or other barriers to employment issues**
 - ☐ **Subcontracts with women-owned or minority-owned businesses**
 - ☐ **Employment of disabled individuals or veterans**
- ☐ **Bidders or vendors which have been certified by a local unit of government subscribing to the policies and procedures of the Cooperative Certification Consortium (CCC) and who submit their certification number will be considered certified vendors for the City of Battle Creek**

Month	Item / Description	Costs	Asset # (if applicable)
Jul-14	Cimotec #5	\$ 648,000.00	6006000955
Jul-14	Air compressors (3 pcs), air dryer, tank	\$ 127,000.00	6006000972
Jul-14	Connectors and piping for pressured air	\$ 75,000.00	6006000972
Aug-14			
Sep-14			
Total		\$ 850,000.00	



Month	Item / Description	Costs	Asset # (if applicable)
Oct-14			
Nov-14	Polish past line to Cimotecs #2 and #4	\$ 6,500.00	
Dec-14	Scissor lift	\$ 10,000.00	
Dec-14	pipe air drop for robot cell #3	\$ 1,440.78	
Dec-14	dust exhaust in buffing to outside	\$ 4,134.21	
Total		\$ 22,074.99	

Month	Item / Description	Costs	Asset # (if applicable)
Jan-15	Cimotec #1	\$ 333,738.01	100033
Jan-15	Cimotec #2	\$ 356,051.28	100047
Jan-15	Cimotec #3	\$ 360,798.63	100048
Jan-15	Cimotec #4	\$ 344,691.40	340574
Jan-15	Bead Blaster	\$ 65,000.00	
Jan-15	Measuring room for quality (CMM)	\$ 900,000.00	
Jan-15	IT equipment	\$ 100,000.00	
Jan-15	Toyota forklift model 8FGCU25	\$ 8,702.82	310008
Jan-15	Roof rail bmw f25 light duty crane	\$ 1,734.84	330128
Jan-15	Scrap Hoppers BMWF25 roof rail cell	\$ 2,640.00	330112
Jan-15	bmw f25 anodizing racks modifying	\$ 10,775.67	330114
Jan-15	Rack W166 Roof Rail Pack	\$ 195.00	340377
Jan-15	Rack W166 Roof Rail Pack	\$ 195.00	340378
Jan-15	Rack W166 Roof Rail Pack	\$ 195.00	340379
Jan-15	Rack W166 Roof Rail Pack	\$ 195.00	340380
Jan-15	166 Guage Carts	\$ 354.00	340491
Jan-15	Die for roof rail	\$ 500.09	330170
Jan-15	BMW Roof Rail Assy Station Split Rack	\$ 1,360.95	340309
Jan-15	BMW Roof Rail Assy Station Split Rack	\$ 1,360.95	340310
Jan-15	W166 Roof RailRacks	\$ 5,854.04	340493
Jan-15	W166 Running Board Attachment Knob	\$ 21,428.44	330203
Jan-15	W166 Rack for PT2	\$ 1,384.67	340495
Jan-15	W166 Rack for PT2	\$ 1,384.67	340496
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340312
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340313
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340314
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340315
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340316
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340317
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340318
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340319
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340320
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340321
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340322
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340323
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340324
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340325
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340326
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340327
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340328
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340329
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340330
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340331
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340332
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340333
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340334
Jan-15	F25 BMW Production Roof Rail Rack	\$ 2,414.72	340335
Jan-15	F25 BMW Prototype Roof Rail Rack	\$ 2,414.72	340311
Jan-15	Cranes & Hoist for W 166	\$ 19,235.62	340494

Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340336
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340337
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340338
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340339
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340340
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340341
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340342
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,541.93	340343
Jan-15	W166 Roof Rail shipping racks 140 pcs.	\$	110,731.72	340492
Jan-15	BMW Roof Railss Inspection Table Lights	\$	1,002.86	330132
Jan-15	X166 Running Board WIP Box	\$	646.00	340503
Jan-15	WIp Cart for "ALL" Roofrails 40 pcs.	\$	5,646.67	340488
Jan-15	W166 Attachment Knob Tooling Revision	\$	15,448.21	330139
Jan-15	Service for BMWF25 & MB W166	\$	51,692.51	100037
Jan-15	Tooling for Roof Rack Corrugated	\$	225.75	330182
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340344
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340345
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340346
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340347
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340348
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340349
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340350
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340351
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340352
Jan-15	F25 BMW Production Roof Rail Rack	\$	2,684.98	340353
Jan-15	Titanium Racks W166 Roof Rail 42 pcs.	\$	27,526.12	340498
Jan-15	Tooling Roof Rack Foam Dies	\$	248.29	330181
Jan-15	Sub-Assembly Table for W166	\$	1,436.67	340499
Jan-15	Sub-Assembly Table for W166	\$	1,436.67	340500
Jan-15	Sub-Assembly Table for W166	\$	1,436.67	340501
Jan-15	Sub-Assembly Table for W166	\$	1,436.67	340502
Jan-15	Titanium Racks 3 pcs. X166	\$	3,028.85	340518
Jan-15	Production Tooling FOR MERCEDES X166 RUNNING BO	\$	23,359.14	330198
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340354
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340355
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340356
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340357
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340358
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340359
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340360
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340361
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.04	340362
Jan-15	BMW F25 Roofrail Wet Paint Rack	\$	2,772.11	340363
Jan-15	Tools W166 Running board (Amortization)	\$	765,617.41	330140
Jan-15	ROOF RAIL TRANSPORT CART 25 pcs.	\$	6,737.50	340557
Jan-15	Tools MBUSI W 166 Roof Rail (Amortization)	\$	1,795,983.13	330222
Jan-15	Roller Rack Shelves	\$	13,200.00	340538
Jan-15	Tools: X166 Running Board (Amortization)	\$	624,400.87	330228
Jan-15	JAGER-SF Spindle KS4-64/40 BMW	\$	12,265.72	330223
Jan-15	W166 Titanium Rack	\$	131,490.04	340543

Jan-15	Installation of Roof Fan & Powered Wall Louvers	\$	18,445.00	340571
Jan-15	Titanium Anodizing Rack F25 Roof Rail	\$	65,506.87	340573
Jan-15	F25 Tooling/W166 Tooling	\$	5,430.85	340579
Jan-15	Assembly Arm- Left Retainer	\$	22,135.12	340583
Jan-15	W166 Roof Rail Rack	\$	17,256.75	340585
Jan-15	Polishing Robt Robocell 400	\$	64,748.00	340586
Jan-15	W166 Roof rail Cast Feet Frt/Rear	\$	60,674.07	330255
Jan-15	W166 Roof Rail Plastic Capping Mold	\$	235,372.50	6006000880
Jan-15	Tools: X166 roof racks LH/RH (Amortization)	\$	1,384,877.80	330259
Jan-15	3 x W166 Anodizing Racks (Bowers)	\$	66,470.00	330258
Jan-15	X166 Roof Rail Rack	\$	110,354.28	330261
Jan-15	X166 Roof Rail rack poly spray	\$	35,316.00	6006000905
Jan-15	F25 heat treat racks BMW - Bowers	\$	12,188.33	330264
Jan-15	W166 Roof Rail Die Cast Feet Retooling	\$	49,714.29	6006000924
Jan-15	Steel Rolling Platform Ladder	\$	880.00	6006000930
Jan-15	Double Head Buffing Lathe #1	\$	10,106.90	340615
Jan-15	HWF-5-50 Wet Collector #2	\$	10,839.17	340613
Jan-15	HWF-5-50 Wet Collector #1	\$	12,829.22	340612
Jan-15	HWF-7 Wet Collector #3 incl. ducting	\$	36,041.88	340614
Jan-15	W166 Roof Rail Rack Poly Spray	\$	32,742.67	6006000949
Jan-15	Cushman 89340 Electric Burden Truck	\$	3,731.00	6006000954
Jan-15	Double Head Buffing Lathe #2	\$	10,309.00	340616
Jan-15	Westward Chest Cabinet	\$	1,190.60	6006000956
Jan-15	Build Table for Bending Tool W166	\$	3,440.00	6006000960
Jan-15	Build Table for Bending Tool BMW F25	\$	3,440.00	6006000963
Jan-15	Clamping Jigs - BMW F25	\$	26,571.43	6006000957
Jan-15	Double Bending Tool - W166	\$	41,571.43	6006000958
Jan-15	Double Bending Tool -BMW F25	\$	48,428.57	6006000959
Jan-15	Laptop-Dell MS800 BTX Base (Maint 601)	\$	2,092.13	6006000964
Jan-15	Special-change Clamping System F25/W166	\$	200,961.00	6006000968
Jan-15	Cimotec Polishing Jigs/Brackets (601)	\$	261,428.57	6006000966
Jan-15	Clamping Jigs - BMW F25	\$	464,261.31	202958
Jan-15	P326 Plastic Sealless Tool	\$	2,648.19	6006000977
Jan-15	KM90R ComboKit Trimmer Serial #297851757	\$	233.17	6006000979
Jan-15	BR600 Backpack Blower Serial #295913000	\$	353.29	6006000980
Jan-15	Computer Equipment	\$	3,600.00	6006000985
Jan-15	IT Equipment - Battle Creek	\$	13,883.31	6006000990
Jan-15	W166 Roof Rail Plastic Capping Mold	\$	123,332.63	202881
Feb-15	Forklift	\$	18,000.00	
Feb-15	Boom lift	\$	30,000.00	
Feb-15	Maintenance shop	\$	175,000.00	
Mar-15	Heat Treat Oven	\$	700,000.00	
Mar-15	Cimotec #6	\$	648,000.00	
Mar-15	Robot Cell #1 (BMW F25)	\$	688,811.53	
Mar-15	Robot Cell #2 (MBUSI W166)	\$	899,373.97	

Total **\$ 12,890,638.08**

Month	Item / Description	Costs	Asset # (if applicable)
Apr-15	Robot Cell #3	\$ 2,200,000.00	
Apr-15	Racks and skids	\$ 100,000.00	
Apr-15	Cimotec #7	\$ 648,000.00	
May-15			
Jun-15	Robot Cell #4	\$ 2,200,000.00	
Jun-15	power requirements (transformers, substation)	\$ 5,000,000.00	
Jun-15	Anodize Line Walgren	\$ 10,000,000.00	
Jun-15	roller conveyor system	\$ 60,000.00	
Total		\$ 20,208,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Jul-15			
Aug-15	Electric Brightning Driesch	\$ 2,200,000.00	
Aug-15	Quade	\$ 2,000,000.00	
Aug-15	Cimotec #8	\$ 648,000.00	
Sep-15			
Total		\$ 4,848,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Oct-15	Cimotec #9	\$ 648,000.00	
Nov-15			
Dec-15			
Total		\$ 648,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Jan-16	Robot Cell #5	\$ 2,200,000.00	
Jan-16	stretchbending machines for GM	\$ 3,081,000.00	
Jan-16	polishing machines for GM	\$ 845,000.00	
Jan-16	roll forming line for GM	\$ 120,000.00	
Jan-16	Cimotec #10	\$ 648,000.00	
Feb-16			
Mar-16			
Total		\$ 6,894,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Apr-16	Cimotec #11	\$ 648,000.00	
May-16			
Jun-16			
Total		\$ 648,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Jul-16	Cimotec #12	\$ 648,000.00	
Aug-16			
Sep-16			
Total		\$ 648,000.00	

Month	Item / Description	Costs	Asset # (if applicable)
Oct-16			
Nov-16			
Dec-16	Robot Cell #6	\$ 2,200,000.00	
Total		\$ 2,200,000.00	

AFFIDAVIT FOR INDUSTRIAL FACILITIES EXEMPTION
COMMENCEMENT OF PERSONAL PROPERTY INSTALLATION

The undersigned, states the following:

1. I am representative of WKW Roof Rail Systems, LLC,
General ~~Plant~~ Manager of WKW Roof Rail Systems LLC and hereby certify that installation of personal
property did not start before July 18, 2014

BY:

ITS:

JA / KS
General Manager

Month	Item / Description	Costs
Jul-14	steel stud walls for electrical room	\$ 4,000.00
	3 steel service doors in the fire wall	\$ 3,500.00
	electrical outlets in firewall	\$ 2,400.00
	change closing walls through windows (5)	\$ 12,420.00
	add 7 windows in new office buffing area	\$ 3,335.00
	stainless polish compound line	\$ 9,000.00
	fire protection relief valves	\$ 1,500.00
	install exhaust for mist collector (roof)	\$ 9,200.00
	additional 6 service doors	\$ 6,000.00
	computer room #1 / server room	\$ 41,200.00
	remove existing stud wall in main office	\$ 33,400.00
	IT manager control room	\$ 12,000.00
	power washing room	\$ 30,000.00
	wood fence at front yard	\$ 10,000.00
	interior rooms (quality control, HR, production management and controll	\$ 138,050.00
	steel divider walls	\$ 151,928.00
	close offs overhead dock doors (8pcs)	\$ 17,139.00
	electrical room	\$ 20,035.00
	overhead doors	\$ 123,390.00
	showers for buffers	\$ 233,518.00
	loading dock	\$ 57,107.00
	security fence	\$ 274,654.00
	electrical power to gates + gates	\$ 80,886.00
Aug-14	south office vestibule (tile, electrical, water)	\$ 20,000.00
	mechanical prints	\$ 16,761.00
	Current Electric miscellaneous items	\$ 3,070.00
	several alarm systems	\$ 53,647.00
	kitchen	\$ 15,000.00
	floor drain in new compressor room	\$ 1,600.00
	cut trees	\$ 1,600.00
	security keys	\$ 800.00
Sep-14	new door IT room	\$ 2,000.00
	fire treated plywood	\$ 580.00
	load bearing walls & ciling 30' x 30' shower	\$ 5,850.00
	fire alarm, rotate door lock	\$ 2,700.00
	testing for the IT rooms	\$ 1,250.00
Total		\$ 1,399,520.00

Month	Item / Description	Costs
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Oct-14

Nov-14

Dec-14	excavation and concrete work floor for robot cell	\$	9,000.00
	parking lot lights	\$	7,000.00

Total		\$	16,000.00
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New Building Preparations

Month	Item / Description	Costs
Jan-15	Exhaust Fans	\$ 2,500.00
	CO2 Monitoring	\$ 1,500.00
	Final Cleaning	\$ 5,365.50
	Geotech Report (Allowance)	\$ 3,000.00
	demolition works	\$ 13,805.00
	excavation for building extension	\$ 129,456.00
	asphalt patch	\$ 13,500.00
	concrete work (foundation and floors)	\$ 644,000.00
	Concrete Curb Retainment Around Tanks (2 ea. 15'x56' w/waterstop dow	\$ 9,940.00
	Under Slab 6 mil. Visqueen	\$ 4,954.00
	Pit Water Proofing	\$ 121,000.00
	Building Permit	\$ 13,569.00
	Fee 5%	\$ 116,585.07

Feb-15

New Building Constructions

Mar-15	Ceco Pre-Engineered Metal Building	\$ 270,535.00
	Overhead Door Framing Infill (base channel, wall girts metal siding & 4" in	\$ 27,000.00
	PEMB Erection	\$ 167,380.00
	Interior Metal Liner Panel (3 walls full height)	\$ 48,825.00
	Exterior Metal Stairway (match existing)	\$ 5,500.00
	Trench Grate Covers (fiberglass 1 1/2" thick 4'x8' sheets 1.5x1.5 squares)	\$ 27,000.00
	Additional Roof Framing at Existing Building for Snow Load Changes (labor	\$ 25,000.00
	3'x7' Hollow Metal Service Doors, Frames & Hardware	\$ 5,250.00
	20'x4' Aluminum Framed Insulated Windows	\$ 37,800.00
	Overhead Doors w/Operators 14'x16' High Speed	\$ 9,673.00
	Overhead Doors w/Operators 12'x12'	\$ 3,914.00
Total		\$ 1,707,051.57


Month	Item / Description	Costs
Apr-15	Epoxy Coat Interior Metal Framing	\$ 102,658.00
	Epoxy Coat Concrete Floors & Pit	\$ 286,160.00
	Epoxy Coat Doors & Frames	\$ 4,500.00
	Internal Gutter Piping (connect to existing underground drainage system)	\$ 7,000.00
	Internal Gutter Flashing (Rubber)	\$ 20,400.00
	Internal Gutter Heat Tape	\$ 4,207.50
	Bollards (at overhead doors)	\$ 9,000.00
	Concrete work / foundation for robot cells	\$ 18,000.00
May-15	sky lights	\$ 150,000.00
	windows in office area	\$ 100,000.00
	LED parking lot lights	\$ 50,000.00
	closing of docks and replacing them with windows (10.000 each)	\$ 600,000.00
Jun-15	Canopy connection of buildings	\$ 130,000.00
	Canopy in front of building	\$ 30,000.00
Total		\$ 1,511,925.50

Affidavit

INDUSTRIAL FACILITIES EXEMPTION
COMMENCEMENT OF CONSTRUCTION

The undersigned, states the following:

1. I am representative of Duckworth Brothers, Inc.,
contractor of WKW Roof Rail Systems LLC and hereby certify that construction activity of real
property did not start before July 18, 2014.

Duckworth Brothers Constructor
BY: 
ITS: President

COMMERCIAL LEASE AGREEMENT

This commercial lease agreement, dated **January 1, 2014**,

is between **WKW-Erbsloeh North American Holding, Inc**

and **WKW Roof Rails Systems, LLC**

Landlord

WKW-Erbsloeh North America Holding, Inc 3310 W. Big Beaver Rd Ste 101 Troy Mi 48084

The landlord and/or agent(s) is/are referred to in this lease agreement as "Landlord."

Tenant

WKW Roof Rails Systems, LLC 215 Hill Brady Road Battle Creek, Mi 49037

The tenant(s) is/are referred to in this lease as "Tenant."

The parties agree as follows:

§1 Rental Property

The Landlord agrees to rent to the Tenant the property described as a

Enter full description, for example "a house with 2.5 rooms and 1 bathroom"

located at **215 Hill Brady Road Battle Creek Mi**, which is referred to in this lease agreement as the "Leased Premises."

§2 Legal Description

The legal description for the Leased Premises is

Initials: 

§3 Term of Lease

The Landlord hereby leases the Leased Premises to the Tenant, and the Tenant hereby leases the same from the Landlord, for an initial term of ~~10 years~~ 12 years, beginning January 1, 2015 and ending December 31, 2024.

*12/19/14
C.P.S.*

*see attached supplement
to commercial lease agreement*

§4 Amount of Rent

The amount of the rent is \$ 20,000, to be paid Normally "monthly". The total lease payment is \$ This is the sum of all lease payments planned under this lease.

§5 Form of Payment

Payment of the rent will only be made by personal check, unless modified through provision below.

§6 Date Rent is Due

The rent is due on or before the First day of each month. This is the day by which the Landlord must have received the Tenant's rent payment.

§7 Late Fee

7.1 If rent or any other charges are not received by the Landlord within 15 days days after the rent due date, the Tenant must pay a late fee of \$ 0 in addition to the rent.

7.2 Payments received by the Landlord when there are arrears, will be credited first to any outstanding balance, and then applied to the current amount due.

§8 Returned Payments for Insufficient Funds

A returned payment fee of \$ 0 will be added for all returned payments. If there are more than two instances of returned payments, the Tenant agrees that the Landlord may require all future payments to be made only by certified check, money order, or cash.

§9 Lease Renewal

This lease will automatically renew for an additional period of 5 years per renewal term, unless either party gives written notice of termination no later than 30 days prior to the end of the term or renewal term. The lease terms during any such renewal term will be the same as those contained in this lease except that the lease installment payments will be \$ _____ per _____. Neither party must state, nor have grounds to give the other party notice of termination, nor to terminate the lease agreement or the renewal term lease agreement.

Initials: *[Signature]*

§10 Condition of Property

The Tenant acknowledges that the Tenant has inspected the Leased Premises, and that at the commencement of this lease agreement, the interior and the exterior of the Leased Premises, as well as all equipment and any appliances, were found to be in an acceptable condition and in good working order. The Tenant concedes that the Landlord has not made any promises regarding the condition of the Leased Premises. The Tenant agrees to return the Leased Premises to the Landlord at the end of the lease agreement in the same condition it was at the beginning of the lease agreement.

§11 Possession

- 11.1 The Tenant is entitled to possession on the first day of the term of this lease, and will yield possession to the Landlord on the last day of the term of this lease, unless otherwise agreed to by both parties in writing.
- 11.2 The Landlord will use its best efforts to give the Tenant possession as near to the beginning of the lease term as possible. If the Landlord is unable to timely provide the Leased Premises, rent will abate for the period of delay. The Tenant makes no other claim against the Landlord for any such delay. At the expiration of the term, the Tenant will remove their goods and effects and peaceably yield the Leased Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

§12 Quiet Possession

The Landlord covenants and warrants that upon performance by the Tenant of its obligations hereunder, the Landlord will keep the Tenant in exclusive, quiet, peaceable, undisturbed and uninterrupted possession of the Leased Premises during the term of this lease.

§13 Default

- 13.1 If default is made in any of the covenants or conditions to be kept, observed and performed by the Tenant, and such default continues for 30 days after notice thereof in writing to the Tenant by the Landlord without correction thereof and having been commenced and thereafter diligently executed, the Landlord may declare the term of this lease ended and terminated by giving the Tenant written notice of such intention. If possession of the Leased Premises is not surrendered, the Landlord may reenter the said Leased Premises. The Landlord has, in addition to the remedy provided above, any other right or remedy available to the Landlord on account of any Tenant default, either in law or equity. The Landlord will use reasonable efforts to mitigate its damages.
- 13.2 The Tenant understands and agrees that if the Tenant files a petition of bankruptcy, it will not release the Tenant from the fulfillment of the terms and conditions of the lease agreement.

§14 Security Deposit

At the time of signing this lease agreement, the Tenant will give the Landlord a security deposit of \$ 0 The security deposit will be held by the Landlord without liability for interest, and as security for the performance by the Tenant of the Tenant's covenants and obligations under this lease,

Initials: 

it being expressly understood that the security deposit will not be considered an advance payment of rental or a measure of the Landlord's damages in case of default by the Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, the Landlord may commingle the security deposit with the Landlord's other funds. The Landlord may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of rent, or to satisfy any other covenant or obligation of the Tenant hereunder. Following any such application of the security deposit, the Tenant will pay to the Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If the Tenant is not in default at the termination of this lease, the Landlord will return the balance of the security deposit remaining after any such application to the Tenant. If the Landlord transfers its interest in the Leased Premises during the term of this lease, the Landlord may assign the security deposit to the transferee and after that will have no further liability for the return of the security deposit.

§15 Sublease and Assignment

The Tenant has the right, without the Landlord's consent, to assign this lease to a corporation with which the Tenant may merge or consolidate, to any subsidiary of the Tenant, to any corporation under common control with the Tenant, or to a purchaser of substantially all of the Tenant's assets. Except as is set forth above, the Tenant will not sublease all or any part of the Leased Premises, or assign this lease in whole or in part without the Landlord's consent, such consent not to be unreasonably withheld or delayed.

§16 Maintenance

16.1 The Landlord's obligations for maintenance include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system
- all other items of maintenance not specifically delegated to the Tenant under this lease.

16.2 The Tenant's obligations for maintenance include:

Initials: _____



§17 Utilities and Services

The Tenant is responsible for all utilities and services incurred in connection with the Leased Premises.

§18 Alterations and Improvements

The Tenant, at the Tenant's expense, has the right following the Landlord's consent to remodel, redecorate, and make additions, improvements, or replacements to all or any part of the Leased Premises from time to time as the Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. The Tenant has the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by the Tenant at the commencement of the lease term or placed or installed on the Leased Premises by the Tenant thereafter, will remain the Tenant's property free and clear of any claim by the Landlord. The Tenant has the right to remove the same at any time during the term of this lease, provided that all damage to the Leased Premises caused by such removal is repaired by the Tenant at the Tenant's expense.

§19 Property Taxes

The Landlord will pay, prior to delinquency, all general real estate taxes and installments of special assessments due during the lease term on the Leased Premises, and all personal property taxes with respect to the Landlord's personal property, if any, on the Leased Premises. The Tenant is responsible for paying all personal property taxes with respect to the Tenant's personal property at the Leased Premises.

§20 Property Insurance

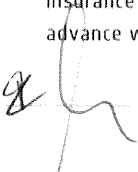
20.1 The Landlord and Tenant will each maintain appropriate insurance for their respective interests in the Leased Premises and property located on the Leased Premises. The Landlord will be named as an additional insured in such policies. The Tenant will deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord will receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant will also maintain any other insurance that the Landlord may reasonably require for the protection of the Landlord's interest in the Leased Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

20.2 If the Leased Premises or any other party of the building is damaged by fire or other casualty resulting from any act or negligence of the Tenant or any of the Tenant's agents, employees or invitees; rent is not to be diminished or abated while such damages are under repair, and the Tenant will be responsible for the costs of repair not covered by insurance.

§21 Liability Insurance

The Tenant will maintain liability insurance on the Leased Premises in a total aggregate sum of at least \$. The Tenant will deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord will receive advance written notice from the insurer prior to any termination of such insurance policies.

Initials:



§22 Signs

Following the Landlord's consent, the Tenant has the right to place on the Leased Premises, at locations selected by the Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. The Landlord may refuse consent to any proposed signage that is in the Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. The Landlord will assist and cooperate with the Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for the Tenant to place or construct the foregoing signs. The Tenant will repair all damage to the Leased Premises resulting from the removal of signs installed by the Tenant.

§23 Landlord's Right of Entry

23.1 The Landlord, with 24 hours written notice, has the right during the term of this lease agreement to enter during reasonable hours to inspect the Leased Premises, make repairs or improvements, or to show prospective buyers and/or tenants the property. As provided by law, in the event of an emergency, the Landlord reserves the right to enter the Leased Premises without notice. It is required that the Landlord have a working set of keys and/or security codes to gain access to the Leased Premises. Therefore, the Tenant will not change locks, install additional locks, bolts, or security systems without the written consent of the Landlord. Unauthorized installation or changing of any locks will be replaced at the Tenant's expense. The Tenant is responsible for any and all damages that may occur as a result of forcible entry during an emergency where there was an unauthorized placement of a lock.

23.2 During the last three months of this lease, or any extension of this lease, the Landlord is allowed to display the usual "For Rent" signs and show the Leased Premises to prospective tenants.

§24 Parking

The Tenant is entitled to use _____ parking space(s) for the parking of the Tenant's customers'/guests' motor vehicle(s).

§25 Damage, Destruction and Condemnation

25.1 If the Leased Premises are damaged or destroyed by fire or other casualty to the extent that enjoyment of the dwelling unit is substantially impaired, the Landlord in its sole discretion may elect to repair the Leased Premises or terminate the lease upon 30 days written notice to the Tenant. If the Leased Premises are condemned or cannot reasonably be repaired, this lease will terminate upon 20 days written notice by either party. The Tenant will give the Landlord immediate notice of any damage to the Leased Premises.

25.2 If any legally constituted authority condemns the building or such part thereof which makes the Leased Premises unsuitable for leasing, this lease will cease when the public authority takes possession, and the Landlord and Tenant will account for rent as of that date. Such termination will be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party has any rights in or to any award made to the other by the condemning authority.

Initials:

§26 Notice

Any notice required by the terms of this lease will be in writing.

Notices sent to the Landlord will be sent to:

**3310 W. Big Beaver Road
Suite 101
Troy Mi 48084**

Notices sent to the Tenant will be sent to:

**215 Hill Brady Road
Troy Mi 48084**

Notice may be given by either party to the other in any manner provided for by law, or in any of the following: regular mail, personal delivery, or email.

§27 Brokers

The Tenant affirms that the Tenant was not shown the Leased Premises by any real estate broker or agent, and that the Tenant has not otherwise engaged in any activity which could form the basis for a claim of real estate commission, brokerage fee, finder's fee or other similar charge in connection with this lease.

§28 Rules and Regulations

The Tenant will comply with the rules of the building adopted and altered by the Landlord from time to time, and will cause all of its agents, employees, invitees and visitors to do so. All changes to such rules will be sent by the Landlord to the Tenant in writing. The initial rules for the building are attached hereto as "Exhibit A" and incorporated herein for all purposes.

§29 Security Not Promised

The Tenant has inspected and acknowledges that all door and window locks, fire extinguishers, security alarm systems and/or carbon monoxide detectors are in sound working order. The Tenant further understands and acknowledges that, although the Landlord makes every effort to make the Leased Premises safe and secure, this in no way creates a promise of security.

§30 Abandonment

If the Tenant vacates the Leased Premises before the end of the lease term without written permission from the Landlord, the Leased Premises is then considered to be abandoned and the Tenant is in default of this lease agreement. Under these circumstances, the Tenant may be responsible for damages and losses allowed by state, federal and local regulations.

Initials: 

§31 Joint and Several Liability

The Tenant understands and agrees that if there is more than one Tenant that has signed the lease agreement, each Tenant is individually and completely responsible for all obligations under the terms of the lease agreement.

§32 Mechanics' Liens

Neither the Tenant, nor anyone claiming through the Tenant, has the right to file mechanics' liens or any other kind of lien on the Leased Premises, and the filing of this lease constitutes notice that such liens are invalid. Further, the Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps necessary in order to keep the Tenant Premises free of all liens resulting from construction done by or for the Tenant.

§33 Arbitration

Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

§34 Misrepresentation

If any information provided by the Tenant in application for this lease is found to be knowingly incorrect, untruthful and/or misleading, it is a breach of the lease.

§35 Storage

The Tenant is entitled to store items of personal property in _____ during the term of this lease. The Landlord is not liable for loss of, or damage to, such stored items.

§36 Keys

The Tenant will be given _____ key(s) to the Leased Premises and _____ mailbox key(s). If all keys are not returned to the Landlord following termination of the lease, the Tenant will be charged \$ _____.

§37 Lockout Fees

If the Tenant becomes locked out of the Leased Premises, the Tenant will be charged \$ _____ to regain entry.

Initials: 

§38 Termination upon Sale of Premises

Notwithstanding any other provision of this lease, the Landlord may terminate this lease upon 60 days written notice to the Tenant that the Leased Premises have been sold.

§39 Habitability

The Tenant has inspected the Leased Premises and fixtures (or has had the Leased Premises inspected on behalf of the Tenant), and acknowledges that the Leased Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in the Tenant's opinion, the habitability and rental value of the Leased Premises are adversely affected, the Tenant will promptly provide reasonable notice to the Landlord.

§40 Holdover

If the Tenant maintains possession of the Leased Premises for any period after the termination of this lease (referred to as "holdover period"), the Tenant will pay the Landlord lease payment(s) during the holdover period at a rate equal to 150 % of the most recent rate preceding the holdover period (if less, the maximum amount allowed by law). Such holdover will constitute a month-to-month extension of this lease.

§41 Remodeling or Structural Improvements


The Tenant is allowed to conduct any construction or remodeling (at the Tenant's expense) only with the prior written consent of the Landlord. At the end of the lease term, the Tenant is entitled to remove (or will remove at the Landlord's request) such fixtures, and will restore the Leased Premises to substantially the same condition of the Leased Premises at the commencement of this lease.

§42 Indemnity Regarding Use of Premises

To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which the Landlord may suffer or incur in connection with the Tenant's possession, use or misuse of the Leased Premises, except the Landlord's act or negligence.

§43 Dangerous Materials

The Tenant will not keep or have on the Leased Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Leased Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Landlord is obtained and proof of adequate insurance protection is provided by the Tenant to the Landlord.

Initials 

§44 Governing Law

The law under which this agreement will be governed, construed and interpreted will be those of the state of
Michigan

§45 Headings

The headings used in this lease are for convenience of the parties only and should not be considered in interpreting the meaning of any provision of this lease.

§46 Successors

The provisions of this lease extend to and are binding upon the Landlord and Tenant and their respective legal representatives, successors and assigns.

§47 Subordination

47.1 The Tenant accepts this lease subject and subordinate to any mortgage, deed of trust, or other lien presently existing or hereafter arising upon the Leased Premises, or upon the building, and to any renewals, refinancing and extensions thereof, but the Tenant agrees that any such mortgagee has the right at any time to subordinate such mortgage, deed of trust, or other lien to this lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. The Landlord is hereby irrevocably vested with full power and authority to subordinate this lease to any mortgage, deed of trust, or other lien now existing or hereafter placed upon the Leased Premises of the Building, and the Tenant agrees upon demand to execute such further instruments subordinating this lease or attorning to the holder of any such liens as the Landlord may request. In the event that the Tenant should fail to execute any instrument of subordination herein required to be executed by the Tenant promptly as requested, the Tenant hereby irrevocably constitutes the Landlord as its attorney-in-fact to execute such instrument in the Tenant's name, place and stead, it being agreed that such power is one coupled with an interest.

47.2 The Tenant agrees that it will from time to time upon request by the Landlord execute and convey to persons such as the Landlord requests a statement in recordable form certifying that this lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this lease have been paid, stating that the Landlord is not in default hereunder (or if the Tenant alleges a default stating the nature of such alleged default), and further stating such other matters as the Landlord reasonably requires.

§48 Waiver

No waiver of any default of the Landlord or Tenant hereunder is implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver affects any default other than the default specified in the express waiver, and only for the time and to the extent therein stated. One or more waivers by the Landlord or Tenant should not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

Initials.



§49 Waiver of Notice

The Tenant waives the right to receive a notice of default from the Landlord unless such notice is required by state or local regulations.

§50 Compliance with Law and Regulations

The Tenant will comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the Tenant's use of the Leased Premises. The Landlord will comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

§51 Cumulative Rights

The rights of the parties under this lease are cumulative, and will not be construed as exclusive unless otherwise required by law.

§52 Severability

If any part of this lease agreement is not valid, enforceable, binding or legal, it will not cancel or void the rest of this lease agreement. The remainder of the lease agreement will continue to be valid and enforceable by the Landlord to the maximum extent of the laws and regulations set forth by local, state and federal governments.

§53 Final and Entire Agreement

53.1 This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

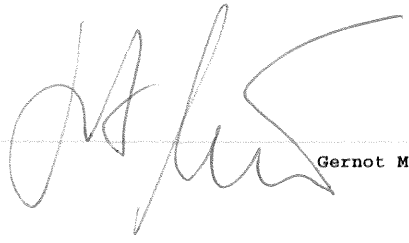
53.2 By signing this lease agreement, the Tenant certifies that they have read, understood and agree to comply with all of the terms, conditions, rules and regulations of this lease agreement, including any addendums, and that they have received the following:

1. Copies of all addendums, rules and regulations, special terms and conditions, and applications.
2. All necessary key(s), security card(s), and/or auto stickers to the Leased Premises.

Initials:



Tenant's Signature:



Gernot Mindrup

5/1/14

Landlord's Signature:



Timothy B. Carr

5/1/2014

FIRST SUPPLEMENT TO THE COMMERCIAL LEASE AGREEMENT

The commercial lease agreement, dated January 1, 2014 ,

is between WKW-Erbsloeh North American Holding, Inc.

and WKW Roof Rails Systems, LLC

Landlord

WKW-Erbsloeh North American Holding, Inc. 3310 W. Big Beaver Rd Ste 101 Troy Mi 48084

The landlord and/or agent(s) is/are referred to in this lease agreement as "Landlord".

Tenant

WKW Roof Rails Systems, LLC 215 Hill Brady Road Battle Creek, Mi 49037

The tenant(s) is/are referred to in this lease as "Tenant".

The parties agree to adjust the following paragraphs:

§3 Term of Lease

The landlord hereby leases the Leased premises to the Tenant, and the Tenant hereby leases the same from the Landlord, for an initial term of 12 years, beginning January 1, 2015 and ending December 31, 2026.

§16 Maintenance

16.1 The Tenant's obligations for maintenance include:

- The roof, outside walls, and other structural parts of the building
- The parking lot, driveways, and sidewalks including snow and ice removal
- The sewer, water pipes and other matters related to plumbing
- The electrical wiring
- The air conditioning system
- All other items of maintenance not specifically delegated to the Landlord under this lease.



16.2 The Landlord's obligations for maintenance include:

- Not specified -

§19 Property Taxes

The Tenant will pay, prior to delinquency, all general real estate taxes and installments of special assessments due during the lease term on the Leased Premises, and all personal property taxes with respect to the Landlord's personal property, if any, on the Leased Premises. The Tenant is responsible to paying all personal property taxes with respect to the Tenant's personal property at the Leased Premises.

§26 Notice

Any notice required by the terms of this lease will be in writing.

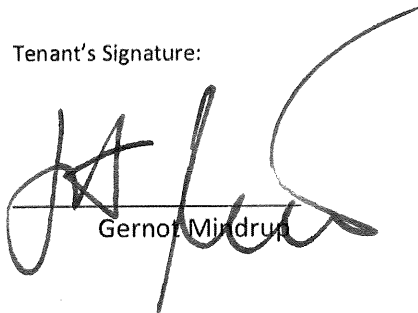
Notices sent to the Landlord will be sent to:

3310 W. Big Beaver Road
Suite 101
Troy Mi 48084

Notices sent to the Tenant will be sent to:


215 N Hill Brady Road
Battle Creek Mi 49037

Tenant's Signature:



Gernot Mindrup

Landlord's Signature:



Timothy B. Carr

5. General description

WKW Roof Rail Systems LLC has acquired the 215 N Hill Brady Road property from Toyota Tuscho. The facility had been used as a cross dock warehouse operation. WKW proposes to invest into the facility for the purpose of producing automotive supply components. Production will include mechanical (including bending, deburring, heat treating), surface (buffing, anodizing) and assembly (bought in parts as well as manufactured parts).