

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

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December 28, 2018

## VIA HAND DELIVERY

Michigan Department of State  
Office of the Great Seal  
7064 Crouner Drive  
Lansing, MI 48918

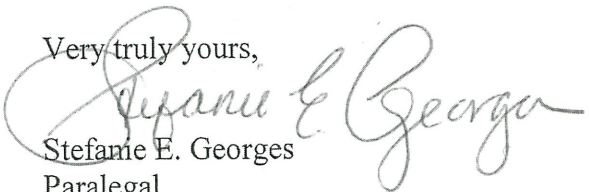
Re: Interlocal Agreement Between the Charter Township of Northville Brownfield  
Redevelopment Authority and the Plymouth Township Brownfield  
Redevelopment Authority Creating the Michigan International Technology Center  
Redevelopment Authority

Dear Sir or Maam:

Enclosed please find a copy of the Interlocal Agreement between the Charter Township of Northville Brownfield Redevelopment Authority and the Plymouth Township Brownfield Redevelopment Authority creating the Michigan International Technology Center Redevelopment Authority and the letter from the Governor, which approves the proposed Interlocal Agreement. Per the requirement of the Urban Cooperation Act of 1967, Act 7 of 1967, please file the attached agreement with the secretary of state/Office of the Great Seal.

Should you have any questions, please feel free to contact me.

Very truly yours,

  
Stefanie E. Georges  
Paralegal

Enclosures

cc: Patrick F. McGow, Esq.

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RECEIVED/FILED  
MICHIGAN DEPT OF STATE  
2018 DEC 28 PM 1:32  
CLERK OF THE GREAT SEAL



STATE OF MICHIGAN  
EXECUTIVE OFFICE  
LANSING

RICK SNYDER  
GOVERNOR

BRIAN CALLEY  
LT. GOVERNOR

December 27, 2018

Mr. Patrick F. McGow  
Miller Canfield  
150 West Jefferson, Suite 2500  
Detroit, MI 48226

**Re: Interlocal Agreement Between the Charter Township of Northville Brownfield  
Redevelopment Authority and the Plymouth Township Brownfield Redevelopment  
Authority Creating the Michigan International Technology Center Redevelopment  
Authority**

Dear Mr. McGow:

I am responding to the request for approval of the proposed Interlocal Agreement Between the Charter Township of Northville Brownfield Redevelopment Authority and the Plymouth Township Brownfield Redevelopment Authority Creating the Michigan International Technology Center Redevelopment Authority. Based on the review from the Attorney General's office, I am notifying you that I approve the proposed Interlocal Agreement pursuant to the Urban Cooperation Act (UCA), 1967 (Ex Sess) PA 7, MCL 124.501 *et seq.*

Sincerely,

Rick Snyder  
Governor

c: Attorney General's Office, State Operations Division

**INTERLOCAL AGREEMENT**

BETWEEN THE

**CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT  
AUTHORITY**

AND THE

**PLYMOUTH TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY**

CREATING THE

**MICHIGAN INTERNATIONAL TECHNOLOGY CENTER  
REDEVELOPMENT AUTHORITY**

This **INTERLOCAL AGREEMENT** is entered into pursuant to the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. ("Act 7"), between the **CHARTER TOWNSHIP OF NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate and the **PLYMOUTH TOWNSHIP BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate (the "Parties") for the purpose of creating the **MICHIGAN INTERNATIONAL TECHNOLOGY CENTER REDEVELOPMENT AUTHORITY**, a separate legal entity and public body corporate, to administer the economic development objectives and purposes set forth herein. Both of the Parties are a "public agency" as defined in Act 7 with the power to carry out the programs described in this Agreement.

### **RECITALS**

A. The Parties have each been created pursuant to the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 et seq. to promote the revitalization, redevelopment and reuse of certain brownfield properties, including, but not limited to, contaminated, tax reverted, blighted, or functionally obsolete property.

B. The Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq. ("Act 7"), permits a public agency to exercise jointly with any other public agency any power, privilege or authority which such public agencies share in common and which each might exercise separately.

C. The Parties desire to enter into an interlocal agreement, pursuant to Act 7 to jointly create the MITC Redevelopment Authority and exercise the brownfield economic development powers shared by the Parties.

D. Each Party has the power, privilege and authority to perform various brownfield economic development activities and administrative functions supportive of brownfield economic development activities, and to enter into this Agreement.

E. Each Party, pursuant to resolution of its governing body, is authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties covenant and agree as follows:

### **ARTICLE I** **DEFINITIONS**

As used in this Agreement:

**Section 1.01.** "Act 7" means the Urban Cooperation Act of 1967, Act No. 7 of the Public Acts of Michigan, 1967, Ex. Sess., MCL 124.501 et seq.



**Section 1.02. "Act 381"** means the Brownfield Redevelopment Financing Act, Act No. 381 of the Public Acts of Michigan 1996, as amended, MCL 125.2651 et seq.

**Section 1.03. "Agreement"** means this Interlocal Agreement between the Parties.

**Section 1.04. "Budget Act"** means the Uniform Budgeting and Accounting Act, Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of Michigan, 1968, as amended, MCL 141.421 et seq.

**Section 1.05. "Effective Date"** means the means the later of the dates on which a fully executed copy of this Agreement, pursuant to Section 10 of Act 7, is (i) filed with Michigan Department of State, Office of the Great Seal, and (ii) filed with the Wayne County Clerk.

**Section 1.06. "Fiscal Year"** means the fiscal year of the MITC Redevelopment Authority, which shall begin on January 1 of each year and end on the following December 31.

**Section 1.07. "FOIA"** means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

**Section 1.08. "MITC"** means the **MICHIGAN INTERNATIONAL TECHNOLOGY CENTER** which shall encompass the geographic area set forth on the attached **Exhibit A**.

**Section 1.09. "MITC Redevelopment Authority"** means the Michigan International Technology Center Redevelopment Authority, the public body corporate created under this Agreement.

**Section 1.10. "MITC Redevelopment Authority Board"** means the board of directors of the MITC Redevelopment Authority created under Article IV.

**Section 1.11. "Northville Township"** means the Charter Township of Northville, County of Wayne, Michigan, a Michigan municipal corporation.

**Section 1.12. "OMA"** means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

**Section 1.13 "Party" or "Parties"** means either individually or collectively as applicable, the Charter Township of Northville Brownfield Redevelopment Authority and the Plymouth Township Brownfield Redevelopment Authority.

**Section 1.14. "Person"** means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

**Section 1.15. "Plymouth Township"** means the Charter Township of Plymouth, County of Wayne, Michigan, a Michigan municipal corporation.

**Section 1.16. "State"** means the State of Michigan.

**Section 1.17. "Townships"** mean Northville Township and Plymouth Township.

## **ARTICLE II**

### **PURPOSE**

**Section 2.01. Purpose.** The purpose of this Agreement is to create and empower the MITC Redevelopment Authority to exercise the powers, duties, functions, and responsibilities of a brownfield authority under Act 381 for the benefit of the Parties within that area designated as the MITC on **Exhibit A**.

## **ARTICLE III**

### **CREATION OF MITC REDEVELOPMENT AUTHORITY**

**Section 3.01. Creation and Legal Status of MITC Redevelopment Authority.** The MITC Redevelopment Authority is established as a separate legal entity and public body corporate to be known as the "Michigan International Technology Center Redevelopment Authority" or "MITC Redevelopment Authority" for the purposes of administering and executing this Agreement.

**Section 3.02. Principal Office.** The initial principal office of the MITC Redevelopment Authority is at the office of Northville Township, or such other location as may be determined by the MITC Redevelopment Authority Board.

**Section 3.03. Title of MITC Redevelopment Authority Assets.** Except as otherwise provided in this Agreement, the MITC Redevelopment Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in MITC Redevelopment Authority property.

**Section 3.04. Tax-exempt Status.** The Parties intend the activities of the MITC Redevelopment Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the MITC Redevelopment Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including, but not limited to, the property taxes under the General Property Tax Act, Act No. 206, Public Acts of Michigan, 1893, MCL 211.1 et seq. or corresponding provisions of future State tax laws.

**Section 3.05. Compliance with Law.** The MITC Redevelopment Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

**Section 3.06. No Third-Party Beneficiaries.** Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be

indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

#### **ARTICLE IV**

##### **MITC REDEVELOPMENT AUTHORITY BOARD**

**Section 4.01. MITC Redevelopment Authority Board Composition.** The MITC Redevelopment Authority shall be governed by the MITC Redevelopment Authority Board, which shall be a five (5) member board. The MITC Redevelopment Authority Board shall consist of the following members:

- (a) One member appointed by the Board of the Charter Township of Northville Brownfield Authority.
- (b) One member appointed by the Board of the Plymouth Township Brownfield Authority.
- (c) One member appointed by the Northville Township Supervisor and the Plymouth Township Supervisor.
- (d) The Northville Township Supervisor.
- (e) The Plymouth Township Supervisor.

**Section 4.02 Terms of Office.** Of the members listed under 4.01(a) and (b), 1 member initially shall be appointed for a period of two years, and 1 member shall initially be appointed for a period of one year. The member listed under 4.01(c) shall initially be appointed for a period of two years. After the expiration of the initial terms, members shall be appointed in the same manner as the original appointments but for terms of two (2) years.

**Section 4.03. Removal.** A member of the MITC Redevelopment Authority Board appointed under Section 4.01(a) or 4.01(b) may be removed by its appointing governing body at will. A member of the MITC Redevelopment Authority Board appointed under Section 4.01(c) may be removed by both the Northville Township Supervisor and Plymouth Township Supervisor at will.

**Section 4.04. Vacancies.** A vacancy among the appointed members of the MITC Redevelopment Authority Board appointed under Section 4.01(a), (b) and (c) caused by death, resignation, or removal of a MITC Redevelopment Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

**Section 4.05. Meetings.** The Board shall meet at the place, date, and time as the Board shall determine. Meetings shall comply with OMA.



**Section 4.06. Quorum and Voting.** A majority of the MITC Redevelopment Authority Board shall be required to constitute a quorum for the transaction of business. The MITC Redevelopment Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the MITC Redevelopment Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the MITC Redevelopment Authority Board is seen and heard by the members of the MITC Redevelopment Authority Board and any members of the public at the meeting.

**Section 4.07. MITC Redevelopment Authority Board Responsibilities.** The MITC Redevelopment Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- (a) Adopt bylaws, rules, and procedures governing the MITC Redevelopment Authority Board and its actions and meetings. Initial bylaws shall be adopted within six (6) months of the first meeting of the MITC Redevelopment Authority Board.
- (b) Elect officers. Initial officers shall be elected within thirty (30) days of the first meeting of the MITC Redevelopment Authority Board.
- (c) Provide for an annual audit in accordance with the Budget Act.
- (d) Adopt an investment policy in accordance with Act No. 20, Public Acts of Michigan, 1943, as amended.
- (e) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

**Section 4.08. Compensation.** The members of the MITC Redevelopment Authority Board shall receive no compensation for the performance of their duties. A MITC Redevelopment Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The MITC Redevelopment Authority may reimburse members of the MITC Redevelopment Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the MITC Redevelopment Authority Board.

**Section 4.09. Conflicts of Interest.** The MITC Redevelopment Authority Board shall adopt ethics policies governing the conduct of Board members, officers, appointees, and employees. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 1 96, MCL 15.341 to 15.348. Members of the MITC Redevelopment Authority Board and officers, appointees, and employees of the Authority shall be deemed to be public servants under 1968 PA 317, MCL 15.32 1 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. The MITC Redevelopment Authority Board shall establish policies and procedures requiring periodic disclosure of relationships which may give rise to conflicts of interest..



**ARTICLE V**  
**GENERAL POWERS OF MITC REDEVELOPMENT AUTHORITY**

**Section 5.01. General Powers Under Act 381.** The MITC Redevelopment Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under Act 381, except as expressly provided in this Agreement.

**Section 5.02. Powers Granted Under Act 7.** The MITC Redevelopment Authority in carrying out its purposes, may perform, or perform with any Person, as applicable, any power, privilege, or authority that the Parties share in common and that each might exercise separately to the fullest extent permitted by Act 7 and in accordance with relevant law, except as expressly otherwise provided in this Agreement. The enumeration of a power in this Agreement shall not be construed as a limitation upon the powers of the MITC Redevelopment Authority, and is in addition to any powers authorized by law. Among other things, the MITC Redevelopment Authority, in its own name, shall have the power to:

- (a) Make or enter into contracts;
- (b) Employ agencies or employees;
- (c) Acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- (d) Acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property.
- (e) Incur debts, liabilities, or obligations that, except as expressly authorized in writing by the Parties, do not constitute the debts, liabilities, or obligations of any of the Parties;
- (f) Cooperate with a public agency, an agency or instrumentality of the public agency, or another legal or administrative entity created by the public agency under Act 7;
- (g) Make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;
- (h) Form other entities necessary to further the purposes of the Agreement; and
- (i) Sue and be sued.

**Section 5.02. Bonds or Notes.** The MITC Redevelopment Authority shall not issue any type of bond in its own name except as authorized by Act 381. The MITC Redevelopment Authority shall not possess the power to in any way indebted a Party. Bonds or notes issued by the MITC Redevelopment Authority are the debt of the MITC Redevelopment Authority and not of the Parties. The MITC Redevelopment Authority may borrow money and issue bonds or notes in its name pursuant to Act 381 for local public improvements or for economic development purposes provided that the MITC Redevelopment Authority shall not borrow money or issue bonds or notes

for a sum that, together with the total outstanding bonded indebtedness of the MITC Redevelopment Authority, exceeds 2 mills of the taxable value of the taxable property within the Townships as determined under section 27a of The General Property Tax Act, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7. Bonds or notes issued by the MITC Redevelopment Authority are the debt of the MITC Redevelopment Authority and not of the Parties. Pursuant to Section 7(7) of Act 7, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes. Bonds or notes issued by the MITC Redevelopment Authority are subject to Act 34 as required by Section 7(8) of Act 7.

**Section 5.03. No Waiver of Governmental Immunity.** The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

## **ARTICLE VI**

### **SPECIFIC POWERS OF THE MITC REDEVELOPMENT AUTHORITY**

**Section 6.01. Acquisition of Property.** Except as otherwise provided in this Agreement or under Act 381, the MITC Redevelopment Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise, real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the MITC Redevelopment Authority considers proper. Real property acquired by the MITC Redevelopment Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The MITC Redevelopment Authority may acquire real property or rights or interests in real property for any purpose the MITC Redevelopment Authority considers necessary to carry out the purposes of Act 381.

**Section 6.02. Execution of Legal Documents Relating to Property.** All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the MITC Redevelopment Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the MITC Redevelopment Authority.

**Section 6.03. Holding and Managing Property.** The MITC Redevelopment Authority may hold and own in its name any property acquired by the MITC Redevelopment Authority or conveyed to the MITC Redevelopment Authority by the State, the Charter Township or Northville, or the Charter Township of Plymouth or the Parties. The MITC Redevelopment Authority may, without the approval of a local unit of government in which property held by the MITC Redevelopment Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. By mutual agreement, each of the Parties, the Charter Township of Northville or the Charter Township of Plymouth may assign title to property it owns to the MITC Redevelopment Authority for custodial ownership in anticipation of undertaking Act 381 eligible activities. The MITC Redevelopment Authority may take or perform the following with respect to property held or owned by the MITC Redevelopment Authority:



- (a) Grant or acquire a license, easement, or option with respect to property as the MITC Redevelopment Authority determines is reasonably necessary to achieve the purposes of this Agreement and Act 381.
- (b) Fix, charge, and collect rents, fees, and charges for use of property under the control of the MITC Redevelopment Authority or for services provided by the MITC Redevelopment Authority.
- (c) Pay any tax or special assessment due on property acquired or owned by the MITC Redevelopment Authority.
- (d) Undertake any power authorized by Act 381.

**Section 6.04. Brownfield Redevelopment Work and Finance Plans.** The MITC Redevelopment Authority shall possess all powers to prepare, adopt, and administer Act 381 work plans and brownfield plans as authorized by Act 381. Any Act 381 brownfield plan which the MITC Redevelopment Authority approves shall require approval from the governing body of that municipality in which the eligible property is located.

**Section 6.05. Transfer of Interest in Property by MITC Redevelopment Authority.** Pursuant to Section 7 of Act 381, on terms and conditions, and in a manner and for an amount of consideration the MITC Redevelopment Authority considers proper, fair, and valuable, including for no monetary consideration, the MITC Redevelopment Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the MITC Redevelopment Authority holds a legal interest to any public or private Person for value determined by the MITC Redevelopment Authority. Any transfer or other disposition of property or interests in property by the MITC Redevelopment Authority shall be in accordance with guidelines established by the MITC Redevelopment Authority Board.

**Section 6.06. Disposition of Proceeds.** Any proceeds from the sale or transfer of property by the MITC Redevelopment Authority shall be retained by the MITC Redevelopment Authority, or expended or transferred by the MITC Redevelopment Authority consistent with the provisions of Act 381 and pursuant to a plan adopted by the MITC Redevelopment Authority Board.

## **ARTICLE VII**

### **BOOKS, RECORDS, AND FINANCES**

**Section 7.01. MITC Redevelopment Authority Records.** The MITC Redevelopment Authority shall keep and maintain at the principal office of the MITC Redevelopment Authority, all documents and records of the MITC Redevelopment Authority. The records of the MITC Redevelopment Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer of the MITC Redevelopment Authority.

**Section 7.02. Financial Statements and Reports.** The MITC Redevelopment Authority shall cause to be prepared, at MITC Redevelopment Authority expense, audited financial statements on an annual basis prepared in accordance with the Budget Act. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties.

**Section 7.03. Freedom of Information Act.** The MITC Redevelopment Authority shall be subject to and comply with the FOIA.

**Section 7.04. Uniform Budgeting and Accounting Act.** The MITC Redevelopment Authority shall be subject to and comply with the Budget Act. The MITC Redevelopment Authority Board shall approve a budget for the MITC Redevelopment Authority for each Fiscal Year. Each budget shall be approved by the December 31 immediately preceding the beginning of the Fiscal Year of the MITC Redevelopment Authority.

## **ARTICLE VIII**

### **DURATION OF AGREEMENT**

**Section 8.01. Duration.** This Agreement and the MITC Redevelopment Authority shall commence on the Effective Date and shall continue in effect for an initial term of twenty-five (25) years and after that until terminated by joint action of the Parties or withdrawal by a Party under Section 8.02

**Section 8.02. Withdrawal of Either Party.** Either Party may withdraw from this Agreement after the initial term, upon six (6) months notice in writing to the MITC Redevelopment Authority as provided under Section 9.01.

**Section 8.03. Disposition upon Termination.** As soon as possible after termination of this Agreement, the MITC Redevelopment Authority shall finish its affairs as follows:

- (a) All of the MITC Redevelopment Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the MITC Redevelopment Authority and distribution of its assets shall be paid first.
- (b) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed as agreed by the Parties.
- (c) Administration of any Act 381 brownfield plans that are presently in operation by the Authority shall be assigned to an entity as determined by the Parties.

## **ARTICLE IX**



## MISCELLANEOUS

**Section 9.01. Notices.** Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by personal delivery, certified mail or overnight mail delivery. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the following date: a) for personal service as of the date of delivery; b) for certified mail as of the date of receipt or rejection; and c) for overnight delivery as of the date of delivery.

**Section 9.02. Entire Agreement.** This Agreement 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 of this Agreement. It is further understood and agreed that the terms and conditions of 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 9.03. Interpretation of Agreement.** The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of Act 381 as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and Act 381. All powers granted to the MITC Redevelopment Authority under this Agreement and Act 381 shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

**Section 9.04. Severability of Provisions.** If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

**Section 9.05. 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. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

**Section 9.06. Captions and Headings.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement.

**Section 9.07. Terminology.** All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

**Section 9.08. Cross-References.** References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

**Section 9.09. References to Public Acts and Statutes.** All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

**Section 9.10. 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 courts of the State of Michigan.

**Section 9.11. Amendment.** This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

**Section 9.12. Effective Date.** This Agreement shall become effective as of the Effective Date.

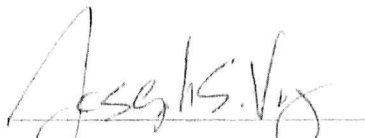
**Section 9.13. Counterparts.** This Agreement may be executed in counterparts.

*[Remainder of this page left blank intentionally]*

This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

**CHARTER TOWNSHIP OF NORTHVILLE  
BROWNFIELD REDEVELOPMENT AUTHORITY, a  
Michigan public body corporate**

By: \_\_\_\_\_

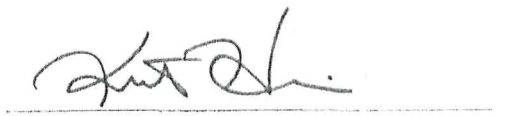
  
Its B.R.A. CHAIR

Date: \_\_\_\_\_

10/1/18

**PLYMOUTH TOWNSHIP BROWNFIELD  
REDEVELOPMENT AUTHORITY, a Michigan public  
body corporate**

By: \_\_\_\_\_

  
Its SUPERVISOR / CHAIRMAN

Date: \_\_\_\_\_

9/17/18

EXHIBIT A

**MICHIGAN INTERNATIONAL TECHNOLOGY CENTER**



