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CASE – 407168

STRATEGIC SITE READINESS PROGRAM
GRANT AGREEMENT

THIS GRANT AGREEMENT (this “Agreement”), effective as of December 3, 2025 (the “Effective Date”), is between the Michigan Strategic Fund (the “MSF”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and The Right Place, Inc., a local economic development organization (the “Grantee”), whose address and principal office is 25 Ottawa Avenue SW, Suite 400, Grand Rapids, Michigan 49503. As used in this Agreement, the MSF and the Grantee are, individually, a “Party” and, collectively, the “Parties”.

RECITALS

A. The Michigan Strategic Fund Act (MCL 125.2001 et seq.), as amended, includes Section 88t (MCL 125.2088t), to enable the MSF to provide grants, loans, and other economic assistance for eligible applicants to conduct Eligible Activities for the purpose of creating investment-ready sites to attract and promote investment in this State for Eligible Activities on, or related to, strategic sites and mega-strategic sites.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the “MEDC”), provides administrative services for the MSF.

C. On January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the “SSRP”) and associated guidelines, to govern the SSRP, which may be amended from time to time.

D. The SSRP is funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 (“SOAR”).

E. Under Section 408(3) of PA 194 of 2022, effective October 4, 2022, the State appropriated the aggregate amount of \$100 million to the SSRP to permit grants to Eligible Applicants to fund Eligible Activities on or related to strategic sites for which an end-user has not been identified.

F. On or about June 28, 2023, SOAR funds were approved to be transferred to the SSRP to fund the Grant.

G. The Grantee submitted to the MEDC an Application for incentive assistance under the SSRP dated October 30, 2023, for infrastructure improvements (including engineering and preconstruction work) to support maximum capacity at the Project Site, including the extension of water and sewer lines from the City Treatment Facilities to the Project Site and capacity upgrades to the City Treatment Facilities (the “Project”).

H. On January 30, 2024, the MSF approved a SSRP grant award to the Grantee in the amount of up to Seventeen Million Five Hundred Thousand and 00/100 Dollars (\$17,500,000.00) to be disbursed pursuant to the terms of this Agreement (the “Grant”).

I. The Grantee desires to use the Grant to fund Eligible Activities (either directly or indirectly through Subgrants) in furtherance of the Project. Grantee anticipates executing one or

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more subgrant agreements with other entities (each, a “Subgrantee”) as necessary and expedient to implement the Eligible Activities in furtherance of the Project.

In consideration of the recitals and promises in this Agreement, the Parties agree:

ARTICLE I

DEFINITIONS

Section 1.1 Defined Terms. Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A.

Section 1.2 Construction of Certain Terms. Unless the context of this Agreement otherwise requires: (i) words of any gender include all genders; and (ii) words using the singular or plural number also include the plural or singular number.

ARTICLE II

GRANT

Section 2.1 Grant Commitment. Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties of the Grantee in this Agreement, the MSF agrees to make, and the Grantee agrees to accept, the Grant.

Section 2.2 Vendor Registration. Grant payments under this Agreement will be processed by electronic funds transfer (“EFT”) to the Grantee. The Grantee shall register the Deposit Account to receive Grant payments by EFT at the State Integrated Governmental Management Applications (“SIGMA”) Vendor Self Service (“VSS”) website (www.michigan.gov/VSSLogin).

Section 2.3 Grant Manager. The MSF Fund Manager shall designate a Grant Manager to administer this Agreement and monitor the performance of the Grantee and Grant Disbursements under this Agreement. The Grant Manager may be changed at the discretion of the MSF Fund Manager. The MSF Fund Manager shall give the Grantee notice of the designated Grant Manager and any change to the Grant Manager. The initial Grant Manager is Nicole Whitehead, Director Real Estate and Outreach and the point of contact is Paul O’Connell, Vice President of Real Estate, who also has authority as Grant Manager.

Section 2.4 Grant Disbursements. Subject to the terms and conditions of this Agreement, including the absence of a Default or Event of Default, after this Agreement is fully signed by the Parties and the Grantee has completed the SIGMA vendor registration required herein, the Grant shall be disbursed to the Grantee as follows upon the Grant Manager’s receipt and approval of a Disbursement Request, in the form attached as Exhibit B:

(a) An initial Grant Disbursement of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) within thirty (30) days following the execution of the Agreement of the Effective Date.

(b) A second Grant Disbursement of up to 50% of the Grant within thirty (30) days following the Grant Manager’s receipt and approval of each of the following:

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- (i) The Disbursement Request in the form and substance set forth in Exhibit B, signed by Grantee.
- (ii) Copies of all currently executed contracts, Subgrants, or other written agreements, including any updates, modifications, amendments, restatements thereto.
- (iii) A narrative describing in detail the Eligible Activities to be completed with the initial Grant Disbursement.

(c) A final Disbursement Request for the remainder of the Grant may be submitted at a time when Grantee is able to demonstrate that at least seventy percent (70%) of the Grant funds previously disbursed have been expended or obligated for Eligible Activities in accordance with the Budget. Grantee shall provide the Grant Manager with each of the following to the satisfaction of the Grant Manager:

- (i) The Disbursement Request in the form and substance set forth in Exhibit B, signed by Grantee.
- (ii) Evidence in the form of binding term sheets, executed agreements, or the equivalent thereof, to the satisfaction of the Grant Manager, that Grantee has obtained the necessary financial support to complete the Project.
- (iii) Copies of any currently executed contracts, Subgrants, and other written agreements, including any updates, modifications, amendments, restatements thereto not previously provided.
- (iv) A spreadsheet and accompanying Supporting Documentation demonstrating that at least seventy percent (70%) of the Grant funds previously disbursed have been expended or obligated for Eligible Activities in accordance with the Budget.
- (v) A narrative describing in detail the Eligible Activities to be completed with the requested Grant Disbursement.

(d) Grant Manager Review. The Grant Manager determines Grantee's compliance with the Agreement. The Grant Manager shall, within thirty (30) business days of receipt of a Disbursement Request or Final Report, with accompanying Supporting Documentation, do one or more of the following:

- (i) to the extent it is related to determining compliance with this Agreement, review Grantee's records, request additional information, or request a site visit, or any combination thereof, all of which shall be determined in the sole discretion of the Grant Manager. The Grantee shall comply with the written request within thirty (30) calendar days, to the satisfaction of the Grant Manager, or the Grant Manager shall reject the Disbursement Request in the manner provided in Section 2.4(d)(ii); or
- (ii) provide a reason, in writing, for the rejection of the Disbursement Request or Final Report, which may be based on any one or more of the following: (A) the failure of the Grantee to demonstrate compliance with the requirements

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of its Disbursement Request or Final Report, (B) there is an outstanding Event of Default, or (C) the Grantee is otherwise not in compliance with this Agreement, and Grantee shall have thirty (30) calendar days from the date of the written reason to respond; or

- (iii) approve the Disbursement Request or Final Report provided there is no outstanding Event of Default and the Grantee is otherwise in compliance with this Agreement to the satisfaction of the Grant Manager.

If after receipt of a Disbursement Request or Final Report, the Grant Manager requests to review records, requests additional information, or otherwise conducts a site visit, the Grant Manager shall take the action set forth in Section 2.4(d)(ii) or Section 2.4(d)(iii) within an additional thirty (30) business days of the last to occur of: (A) the date the Grantee provides the requested records and requested additional information, and (B) the date the Grant Manager completes the site visit.

Section 2.5 Project Budget. All Grant funds must be spent for Eligible Activities in accordance with the budget attached as Exhibit C to this Agreement (the "Budget"); provided, however, the Grantee may reallocate expenditures between categories within the Budget of up to ten percent (10%) of the total Grant without the prior written approval of the Grant Manager. Grantee shall provide prior written notice of such reallocation to the Grant Manager. All other changes to the Budget require the prior written approval of the Grant Manager.

Section 2.6. Grantee Duties. In addition to all other obligations under this Agreement, the Grantee agrees that, to the satisfaction of the Grant Manager:

- (a) Grant funds are to be used, as near as possible, in accordance with the Budget.
- (b) To the extent Grantee redistributes Grant funds to one or more Subgrantees for the completion of Eligible Activities (each, a "Subgrant"), Grantee shall enter into a written subgrant agreement with each such Subgrantee, which such agreement includes the following:
 - (i) The amount of Grant funds to be used to fund the Subgrant.
 - (ii) A detailed description of the proposed Eligible Activities to be completed by Subgrantee including a spending plan and budget, which budget shall align with the Budget.
 - (iii) Acknowledgement by Subgrantee as to each of the following:
 1. Subgrant funds are to be used in accordance with the Subgrant budget and spending plan.
 2. Subgrant funds may only be used by the Subgrantee for Eligible Expenses.
 3. Subgrantee shall provide Grantee with the reporting information necessary for Grantee's preparation and timely submission of all reports, certificates, and submissions required herein including, but not limited to, the Progress Reports, Annual Compliance Certificates, and the Final

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Report (or at Grantee's discretion, Subgrantee shall prepare such items for Grantee's submission to the MSF).

4. The representations and covenants set forth in Article III, Representations and Covenants of Grantee, below, are true and accurate as applied to Subgrantee from the Effective Date through the Term and apply equally to Subgrantee.
5. The provisions of Article V, Default and Remedy Provisions, below, apply equally to Subgrantee. In the event Section 5.2(d) applies, the Subgrantee shall pay to Grantee any Grant funds it received from Grantee.
6. The representations, warranties, and obligations set forth in Exhibit D, State Required Terms, apply equally to Subgrantee. Specifically, Subgrantee acknowledges Section D.4 of Exhibit D and that Grantee has no liability to Subgrantee in the event funding of the Grant is terminated for any reason.

(c) The Project Site shall be included in a state-wide site inventory which classifies and rates each site based on level of readiness and will be used for, among other things, site selection requests received by the State, with, or without, Grantee's approval.

(d) Except for the acquisition of rights-of-way or easements needed for the extension of utilities, any use of Grant funds for the acquisition of real property or interests in real property is prohibited.

(e) Intentionally Deleted.

(f) Grantee shall provide each of the following to the Grant Manager:

- (i) the Progress Reports as required by the State Required Terms set forth in Exhibit D;
- (ii) beginning October 10, 2026, and on an annual basis due each subsequent October 10 through the end of the Term, the Annual Compliance Certificate in substantially the form of Exhibit E. Grantee shall also provide an Annual Compliance Certificate in substantially the form of Exhibit E upon request of the Grant Manager at any time during the Term;
- (iii) the final Disbursement Request no later than nine (9) months prior to the end of the Term;
- (iv) the Final Report no later than six months prior to the end of the Term in the form and substance set forth on Exhibit F;
- (v) all reports, studies, investigations, and any other site information obtained, whether funded by the Grant, any Subgrant, or otherwise, so as to allow such information to be added to the State site inventory database; and

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- (vi) such other and additional information arising out of or related to this Agreement, such as the use of the Grant and Subgrant funds and the status of Eligible Activities, as may be reasonably requested by the Grant Manager from time to time.

ARTICLE III

REPRESENTATIONS AND COVENANTS OF THE GRANTEE

The Grantee represents and warrants to the MSF from the Effective Date through the Term:

Section 3.1 Organization. The Grantee is duly organized, validly existing and otherwise in good standing in the State and has the power and authority to enter into and perform its obligations under this Agreement.

Section 3.2 Grantee Authority. The execution, delivery and performance by the Grantee of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Grantee and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Grantee's organizational and governing documents; or any agreement or instrument to which the Grantee is a party, or by which the Grantee or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

Section 3.3 Consent. No consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Grantee or the performance of any of its obligations under this Agreement.

Section 3.4 Full Disclosure. To the best of the Grantee's knowledge, neither this Agreement, the Application, nor any written statements or certificates furnished by the Grantee to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or omit any material fact necessary to make the statements true. To the best of the Grantee's knowledge, there are no undisclosed facts, which materially adversely affect, or are reasonably likely to materially adversely affect, the business or properties of the Grantee or the ability of the Grantee to perform its obligations under this Agreement.

Section 3.5 Compliance with Laws or Contracts. To its knowledge, the Grantee is not and will not during the Term be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority, or be in material violation under any contracts, including any Subgrants, to which it is subject, and will not knowingly fail to obtain any licenses, permits or other governmental authorizations necessary to the conduct of business to support its obligations under this Agreement, which violation or failure to obtain are reasonably likely to materially impair the Grantee's ability to perform its obligations under this Agreement. The Parties acknowledge and agree that the Grant funds and the Grantee's use, and any Sub-Grantee's use, of the Grant funds shall not be subject to PA 10 of 2023, MCL 408.1101 et. seq., the Davis-Bacon Act, as amended, Public Law 107-217-Aug. 21, 2002 or any other similar federal or state law.

Section 3.6 Prohibited Use of Grant Disbursements.

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(a) The Grantee shall not use any Grant Disbursement for the development of a stadium or arena for use by a professional sports team or development of a casino or property associated or affiliated with the operation of a casino as prohibited by the Act (see MCL 125.2088c(3)(a) and (b)), or to induce the Grantee, a qualified business, or small business to leave the State of Michigan, or to contribute to the violation of internationally recognized workers' rights, of workers in a country other than the US, or to fund an entity incorporated in a tax haven country, as prohibited by the Act (see MCL 125.2088c(4)(c), (d), and (e)).

(b) The Grantee shall not use any Grant Disbursement to commit to, or pay, any indemnification claim by any party, whether such claims are permitted or otherwise required to be paid as a part of any otherwise Eligible Activity, or under any contract or other agreement to which the Grantee is party or may otherwise be liable thereunder.

Notwithstanding anything to the contrary, this Section 3.6 shall survive indefinitely.

Section 3.7 Criminal or Civil Matters. The Grantee affirms that to the best of its knowledge that Key Personnel: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

Section 3.8 Conflict of Interest. Except as to any actual or potential conflict of interest that may arise as a result of membership on the MSF Board of Directors as it relates to this Agreement and the Grantee's performance of its obligations hereunder, which are and shall be governed by the MSF Board Conflict of Interest Policy, as may be amended from time to time (i) the Grantee affirms that there exists no actual or potential conflict of interest between the Grantee, Grantee's Key Personnel or Grantee's Key Personnel's Immediate Family, its business, or any financial interest and the performance by the Grantee under this Agreement, and (ii) the Grantee affirms that there exists no actual or potential conflict of interest between the Grantee and its owners, officers, directors, managers, members, or employees and any of the Indemnified Persons and the performance by the Grantee of its obligations under this Agreement. The Grantee further affirms that neither the Grantee, nor its owners, officers, directors, managers, members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the Indemnified Persons. Further, the Grantee affirms that it has an internal conflicts of interest policy in place to discover and avoid current or future conflicts of interest of the nature described in this Section that may arise. For the purposes of this Section 3.8, "Immediate Family" means a person's grandparent, spouse, domestic partner, parent, stepparent, sibling, child, stepchild, or in-law.

Section 3.9 State Required Terms. The Grantee shall comply with its representations, warranties, and obligations as required and set forth in Exhibit D.

Section 3.10 Taxes. To the extent applicable, the Grantee is current, under an approved payment plan, or otherwise contesting in good faith, all federal, State, local and real estate taxes. Unless contested in good faith and discharged by appropriate proceedings, or under an approved payment plan, the Grantee shall, through the Term, promptly pay and discharge all such taxes, any assessments, and any governmental charges lawfully levied or imposed upon it (in each case, before they become delinquent and before penalties accrue).

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Section 3.11 Change of Legal Status. The Grantee shall (a) give the MSF written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF, which consent shall not be unreasonably withheld.

Section 3.12 Security Interests. The Act, specifically, Section 88t(4)(d), provides that a written agreement under SSRP must include a provision that this state shall have a security interest as defined in Section 1201(2)(ii) of the Uniform Commercial Code, 1962 PA 174, MCL 440.1201, to the extent of the grant, loan, or other economic assistance provided under the SSRP. This provision does not apply if it conflicts with any contractual obligation of the eligible applicant or any federal or state bankruptcy or insolvency laws.

As security for the obligations arising under this Agreement and for the performance and observance by the Grantee of the Agreement, Grantee shall, on or prior to the Effective Date hereof, establish and maintain with Huntington National Bank a deposit account (the "Deposit Account") in Grantee's name, which account shall be subject to the Pledge Agreement and the DACA (collectively, the "Collateral Documents"). The Deposit Account may not contain monies or securities unrelated to the Grant funds. The Deposit Account, Collateral Documents, and security granted and held as a result thereof shall remain in effect through the Term of the Agreement, unless earlier terminated as permitted by the respective agreements. For the sake of clarity, all Grant funds received must remain in the Deposit Account until expended by Grantee or disbursed to a Subgrantee. Upon termination of this Agreement, the MSF agrees, at Grantee's expense, to promptly execute and deliver to Grantee such documents, instruments, agreements, instructions, releases, and terminations and to take such other actions as Grantee may reasonably request to terminate any security interest granted hereunder and to terminate the DACA.

ARTICLE IV

REPRESENTATIONS AND COVENANTS OF THE MSF

The MSF represents and warrants to the Grantee:

Section 4.1 Organization. The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Consent. Except as disclosed in writing to the Grantee or as otherwise provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

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ARTICLE V

DEFAULT AND REMEDY PROVISIONS

Section 5.1 Events of Default. The occurrence of one or more of the following events or conditions is an “Event of Default,” unless a written waiver is provided by the MSF:

(a) Any representation made by the Grantee in support of this Agreement is incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, a Disbursement Request, a Progress Report, an Annual Compliance Certificate, the Final Report, or the representations and covenants set forth in Article III.

(b) Any material failure by the Grantee to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement, including without limitation, any of the terms, covenants and conditions under Article II and Article III, and failure to submit any required reports hereunder when due; provided if curable, the Grantee shall have the opportunity to cure this Event of Default to the satisfaction of the MSF Fund Manager within the Cure Period.

(c) The Grantee is in default, violation, breach, or non-compliance, or has not fully repaid any funds, of any kind or nature under any other agreement with, or requirement of the MEDC, the MSF, or any department or agency within the State; provided if curable, the Grantee shall have the opportunity to cure this Event of Default to the satisfaction of the MSF Fund Manager within the Cure Period.

(d) Any voluntary bankruptcy or insolvency proceedings are commenced by, or against, the Grantee, with any such proceedings against the Grantee not being set aside within Sixty (60) calendar days from the date of institution thereof.

(e) Any voluntary Abandonment of the Project by Grantee.

Section 5.2 Remedies and Repayment. Upon the occurrence (after expiration of any applicable Cure Period without a cure), and during the continuance, of an Event of Default under this Agreement, the MSF is entitled to exercise any and all remedies available to it, in law or in equity, including without limitation:

(a) The MSF may immediately and without prior notice suspend making any Grant Disbursements.

(b) The MSF may pursue any and all of its rights under the Collateral Documents.

(c) The MSF may terminate this Agreement.

(d) The MSF may require the Grantee to pay the MSF the amount equal to the Grant funds then disbursed to Grantee and not already disbursed by Grantee or a Subgrantee to pay Eligible Expenses or reserved by Grantee or a Subgrantee to pay Eligible Expenses already incurred; provided, however, that the MSF may require the repayment of any Grant funds used to pay non-Eligible Expenses at any time.

(e) No remedy described in this Agreement is intended to be the sole and exclusive remedy available to the MSF, and each remedy shall be cumulative and in addition to every other

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provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise. The Grantee shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF in successfully collecting any sums due the MSF under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any remedies available to the MSF.

(f) All payments by the Grantee shall be applied: (i) first to reimburse permitted costs and expenses; then (ii) to satisfy outstanding interest; then (iii) to satisfy any and all other outstanding amounts owed to the MSF.

(g) Notwithstanding anything to the contrary, the MSF Fund Manager reserves the right to require the Grantee to pay the highest amount resulting from one or more of the same circumstances which give rise to more than one Event of Default; provided however, except as to any interest, costs and expenses as provided by this Agreement, in no event shall the Grantee be required to repay the MSF any amount in excess of Grant Disbursements received by the Grantee.

Section 5.3 Recovery of Grant Funds by Grantee, Remaining Grant Funds.

(a) In the event Grantee receives repayment for any reason, voluntarily or involuntarily, of any portion of any Grant funds from or on behalf of any vendor, or any Subgrantee, the amount received by Grantee, less any reasonable costs of collection incurred by the Grantee, shall be repaid to the MSF within thirty (30) calendar days of receipt by the Grantee. This Section shall survive the end of Term. For the sake of clarity, Grant funds returned to Grantee by a Subgrantee or vendor that are reallocated to another Subgrantee or vendor for Eligible Activities are not required to be repaid to the MSF.

(b) In the event that Grantee has possession or control of any remaining Grant funds (other than any portion of the Contract Management Fee) upon the earlier of: (i) Grantee's submission of the Final Report or (ii) the end of the Term, Grantee shall immediately pay the MSF the balance of such funds.

Section 5.4 Interest. Funds owed to the MSF under this Agreement that have not already been paid must be paid within 90 days of notification by the MSF and are subject to interest at a rate of one percent (1%) per month, prorated on a daily basis, beginning on the ninety-first (91st) calendar day of nonpayment of any amounts owed to the MSF and continuing until all funds owed under this Agreement are paid in full to the MSF.

Section 5.5 Other Suspension. In the event the MSF becomes aware of a Default, the MSF may immediately and without prior notice suspend making any Grant Disbursements until such time the MSF is satisfied otherwise. The Grantee shall cooperate upon the request of the Grant Manager to provide additional information regarding the aforementioned event or circumstance.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Notice. Any notice or other communication under this Agreement shall be in writing and sent by e-mail, first-class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses or e-

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mail accounts, and shall be deemed delivered: (i) one business day after an e-mail or courier delivery, or (ii) two business days after mailing date.

Section 6.2 Entire Agreement. This Agreement, together with the Exhibits, and any Collateral Documents, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, and communications, whether written or oral, with respect to the subject matter of this Agreement.

Section 6.3 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. The Parties may execute this Agreement by electronic signatures, and agree that such electronic signatures shall be valid and binding to the same extent as original signatures.

Section 6.4 Severability. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required to render the Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this Section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

Section 6.5 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

Section 6.6 Governing Law. This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

Section 6.7 Relationship between Parties. The Grantee and its officers, agents and employees shall not describe or represent themselves as agents of the State, the MSF, or the MEDC to any individual person, firm, or entity for any purpose.

Section 6.8. Successors and Assigns. The MSF may at any time assign its rights in this Agreement. The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MSF; provided, however, that Grantee may enter into subgrant agreements. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 6.9 Waiver. A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

Section 6.10 Termination of Agreement. Except as to this Article VI and the terms of Exhibit A which shall survive indefinitely, and except as to other terms and conditions which shall

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survive as provided in this Agreement, this Agreement shall terminate at the end of the Term. Provided however, any claims arising out of an Event of Default which event occurred during the Term, shall be brought within three (3) years after the end of the Term, and available remedies thereon, and the provisions of Section 3.12 and Article V shall survive until all amounts due the MSF are paid in full.

Section 6.11 Amendment. This Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager. As required under Section 88t(8) of the MSF Act, MCL 125.2088t(8) (“Section 88t”), the MSF will provide written notice to the Legislature of any requests to modify the fully executed written Grant Agreement and will otherwise comply with requirements of Section 88t(8) prior to taking any action on such amendment request.

Section 6.12 Force Majeure. If Grantee or any Subgrantee shall be prevented from performing their obligations under this Agreement by any act of God, strike, pandemic or regional health emergency (including COVID-19 or similar iteration), war or other reason of a like nature not attributable to the act of omission of the Grantee or Subgrantee, then upon written request of the Grantee, the MSF may, in its reasonable discretion, extend the date for the Grantee or such Subgrantee to perform their obligations under this Agreement.

[Signatures on following page.]

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EXHIBIT A

DEFINED TERMS

(a) **“Abandonment”** means after any of the Grant has been disbursed by the MSF to the Grantee, the Grantee’s Eligible Activities arising out of infrastructure improvements for the Project have ceased for a period of one hundred twenty (120) consecutive days; provided, however, that Abandonment does not include delays or pauses in Eligible Expense activities attributed to (1) the untimely issuance of legally required permits or other regulatory or local, state, or federal government approvals, or (2) delays in obtaining necessary financing, so long as such delays are not caused by any act or omission by the Grantee.

(b) **“Act”** means the Michigan Strategic Fund Act, MCL 125.2001 et seq., including, in particular, MCL 125.2088t which authorized the creation of the SSRP.

(c) **“Agreement”** means this Agreement, including the Exhibits to this Agreement.

(d) **“Annual Compliance Certificate”** means the written compliance certification to be submitted by the Grantee on an annual basis in substantially the same form as Exhibit E.

(e) **“Application”** means the Application for incentive assistance, dated October 30, 2023, submitted by the Grantee to the MEDC.

(f) **“Auditor General”** means the auditor general of the State.

(g) **“Budget”** has the meaning set forth in Section 2.5.

(h) **“City Treatment Facilities”** means the City of Lowell’s Water Treatment Facility and the Wastewater Treatment Facility.

(i) **“Collateral Documents”** has the meaning set forth in Section 3.12.

(j) **“Confidential Information”** has the meaning set forth in Section D.2 of Exhibit D.

(k) **“Contract Management Fee”** means an amount of up to three percent (3%) of the Grant. The Contract Management Fee may only be used by the Grantee for the purpose of administering this Agreement and/or the redistribution of Grant funds to Subgrantees as permitted by this Agreement.

(l) **“Cure Period”** means within twenty (20) calendar days after written notice by the MSF Fund Manager, or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager.

(m) **“DACA”** means the Deposit Account Control Agreement with respect to the Deposit Account, entered into as of August 2, 2024, by and among MSF, Grantee, and Huntington National Bank.

(n) **“Default”** means an event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

(o) **“Deposit Account”** has the meaning set forth in Section 3.12, and is the account referenced in the Pledge Agreement and DACA.

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(p) **“Disbursement Request”** means a written request from Grantee for Grant funds in the form of Exhibit B, attached hereto.

(q) **“Effective Date”** has the meaning set forth in the preamble.

(r) **“EFT”** has the meaning set forth in Section 2.2.

(s) **“Eligible Activities”** means one or more of the following activities undertaken by the Grantee or any Subgrantee in furtherance of the Project: (i) land acquisition of rights-of-way or easements needed for the extension of utilities and assembly; (ii) Project Site preparation and improvement; (iii) infrastructure improvements that directly benefit the Project Site, including, but not limited to, transportation infrastructure, water and wastewater infrastructure, and utilities necessary to service the Project Site; (iv) any demolition, construction, alteration, rehabilitation, or improvement of buildings on the Project Site; (v) environmental remediation; (vi) architectural, engineering, surveying, and similar professional fees; and (vii) the Contract Management Fee. Eligible Activities shall also include activities under (iii), (iv), (v) and (vi) conducted at, or for the benefit of, the City Treatment Facilities and the extension of water and sewer lines from the City Treatment Facilities to the Project Site, all of which are to provide water and wastewater infrastructure and utilities necessary to service the Project Site.

(t) **“Eligible Applicant”** has the meaning ascribed to it in Sections 88t(16)(b)(i), (ii), and (iii) of the Act.

(u) **“Eligible Expenses”** means the actual expenditure of funds directly by the Grantee, or any Subgrantee, on or after January 30, 2024, for Eligible Activities in furtherance of the Project.

(v) **“Event of Default”** means any one or more of those events described in Section 5.1.

(w) **“Exhibit”** means each of the documents or instruments attached to this Agreement.

(x) **“Final Report”** means the written certification of Grantee in the form and substance set forth in Exhibit F.

(y) **“Grant”** has the meaning set forth in Recital H.

(z) **“Grant Disbursement”** means Grant funds paid to the Grantee by the MSF under this Agreement.

(aa) **“Grantee”** has the meaning set forth in the preamble.

(bb) **“Grant Manager”** means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.

(cc) **“Indemnified Persons”** has the meaning set forth in Section D.6 of Exhibit D.

(dd) **“Key Personnel”** means the Grantee or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Grantee of 20% or more.

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- (ee) **“MEDC”** has the meaning set forth in Recital B.
- (ff) **“MSF”** has the meaning set forth in the preamble.
- (gg) **“MSF Board”** means the board of directors established pursuant to Section 5 of the Act, MCL 125.2005.
- (hh) **“MSF Fund Manager”** means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.
- (ii) **“Party”** or **“Parties”** has the meaning set forth in the preamble.
- (jj) **“Pledge Agreement”** means the Pledge and Assignment of Project Funds Account Agreement attached as Exhibit G and executed by MSF and Grantee as part of the closing of this Agreement.
- (kk) **“Progress Report”** means the annual report submitted no later than October 10th of each year during the Term of the Grant, commencing October 10, 2026, that consists of the quantitative or numerical data required by the Act, as more particularly described in Section D.1 of Exhibit D, and otherwise in form and substance required from time to time by the SSRP.
- (ll) **“Project”** has the meaning set forth in Recital G.
- (mm) **“Project Site”** means the approximately 237-acre Covenant Business Park located in Lowell, Michigan.
- (nn) **“SIGMA”** has the meaning set forth in Section 2.2.
- (oo) **“SOAR”** has the meaning set forth in Recital D.
- (pp) **“SSRP”** has the meaning set forth in Recital C.
- (qq) **“State”** means the State of Michigan.
- (rr) **“Subgrant”** has the meaning set forth in Section 2.6(b).
- (ss) **“Subgrantee”** has the meaning set forth in Recital I.
- (tt) **“Supporting Documentation”** means invoices, receipts, copies of contracts or other written agreements for Eligible Activities, and any other relevant documents arising out of the Eligible Activities.
- (uu) **“Term of the Grant”** or **“Term”** means from the Effective Date and, unless earlier terminated as provided by this Agreement, through the earlier of: (i) December 3, 2030; (ii) the Grant Manager’s approval of the Final Report; or (iii) when the Parties agree in writing.

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EXHIBIT B

DISBURSEMENT REQUEST

This Disbursement Request is submitted on _____ (the "Submission Date") pursuant to the Strategic Site Readiness Program Agreement dated December 3, 2025 (the "Grant Agreement"), by and between the Michigan Strategic Fund ("MSF"), and The Right Place, Inc. ("Grantee"), Case No. 407168. Capitalized terms in this Disbursement Request and not otherwise defined herein shall have the meanings ascribed to them in the Grant Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of signing:

1. The Grantee has complied and is in compliance with all the terms, covenants and conditions of the Grant Agreement, except for such noncompliance, if any, described on Schedule I, attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
2. No Default or Event of Default exists under the Grant Agreement, except for such Defaults or Events of Defaults, if any, described on Schedule II, attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
3. The representations and covenants of the Grantee set forth in Article III of the Grant Agreement are true, with the same effect as though such representations and warranties were made on the date hereof, except for breaches of such representations and warranties, if any, described on Schedule III, attached (which disclosure will not constitute MSF's waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
4. Attached hereto are copies of all currently executed contracts and other written agreements for Eligible Activities not previously provided and any updates, modifications, amendments, restatements thereto.
5. Attached hereto is a narrative describing in detail those Eligible Activities completed with preceding Grant Disbursements.
6. *[For Disbursement #3 Only: Attached hereto is documentation demonstrating that Grantee has obtained the financial support necessary to complete the Project.]*
7. *[For Disbursement #3 Only: Attached hereto is a spreadsheet and accompanying Supporting Documentation demonstrating that at least seventy percent (70%) of the Grant funds disbursed by the MSF to the Grantee have been expended or obligated for Eligible Activities for the Project by the Grantee in accordance with the Budget.]*
8. As of the Submission Date, \$ _____ .00 in Grant funds have been previously disbursed to Grantee, with \$ _____ .00, or _____ %, having been expended or obligated for Eligible Activities in accordance with the Budget.

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9. Grantee is requesting _____ and 00/100 Dollars (\$_____.00) in this Disbursement Request for the completion of the following Eligible Activities:

	Eligible Activity	Budget Amount
1		
2		
3		
4		
5		
6		
7		
TOTAL AMOUNT REQUESTED:		

The undersigned has the authority to sign this Disbursement Request on behalf of Grantee and signs this Disbursement Request as of _____.

THE RIGHT PLACE, INC.

By:
Its:

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EXHIBIT C

BUDGET

Strategic Site Readiness Program Grant

Covenant Business Park Project
(as of 09.09.25)

Wastewater Treatment Plant	Funded by Others	SSRP Grant Budget	Total Cost
General Conditions/General Requirements	\$ 1,390,000		\$ 1,390,000
Construction Labor and Materials	\$ 11,495,000	\$ 3,145,000	\$ 14,640,000
Contingency	\$ 3,210,000		\$ 3,210,000
Administration	\$ 250,000	\$ 70,000	\$ 320,000
Engineering		\$ 1,760,000	\$ 1,760,000
Wastewater Treatment Plant Subtotal	\$ 16,345,000	\$ 4,975,000	\$ 21,320,000

Water Treatment Plant	Funded by Others	SSRP Grant Budget	Total Cost
General Conditions/General Requirements	\$ 390,300		\$ 390,300
Construction Labor and Materials	\$ 6,499,700	\$ 1,004,000	\$ 7,503,700
Contingency	\$ 790,000		\$ 790,000
Administration	\$ 126,000	\$ 32,000	\$ 158,000
Engineering		\$ 948,000	\$ 948,000
Water Treatment Plant Subtotal	\$ 7,806,000	\$ 1,984,000	\$ 9,790,000

Utility Extensions	Funded by Others	SSRP Grant Budget	Total Cost
Force Main, Gravity Sewer to Development	\$ 5,105,681	\$ 2,048,919	\$ 7,154,600
Lift Stations (2)	\$ 2,124,800		\$ 2,124,800
Township Water Supply to Development	\$ 8,813,519	\$ 3,536,881	\$ 12,350,400
Contingency	\$ 6,515,000		\$ 6,515,000
Engineering		\$ 4,430,200	\$ 4,430,200
Utility Extension Subtotal	\$ 22,559,000	\$ 10,016,000	\$ 32,575,000

Grand Totals	Funded by Others	SSRP Grant Budget	Total Cost
Direct Project Costs	\$ 46,710,000	\$ 16,975,000	\$ 63,685,000
Grant Administration, legal, consulting		\$ 525,000	\$ 525,000
Grand Totals	\$ 46,710,000	\$ 17,500,000	\$ 64,210,000

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EXHIBIT D**STATE REQUIRED TERMS**

Section D.1 Progress Reports. Beginning October 10, 2026, and continuing no later than October 10th of each calendar year during the Term, the Grantee shall submit to the Grant Manager an annual Progress Report relative to the Eligible Activities. The Progress Report shall be an all-encompassing report of the preceding twelve (12) months ending September 30, and submission of all data required for the MSF to comply with its annual reporting requirements to the Michigan legislature under the Act (see MCL 125.2009); including reporting for the previous twelve (12) months ending September 30:

- (a) the amount of financial support other than State resources;
- (b) a narrative of Eligible Activities completed during the reporting period.

Section D.2 Confidentiality. In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets, or liabilities of the Grantee. Under MCL 125.2005(9), the MSF Board has authority, upon the Grantee's request, to acknowledge financial or proprietary Grantee information as confidential. If the MSF acknowledges Grantee information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the SSRP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Grantee gives its prior written consent to disclosure. This Section shall survive indefinitely.

Section D.3 Access to Records and Inspection Rights. During the Term of the Grant, there will be frequent contact between the Grant Manager or other MEDC, MSF or representative of the State, and the Grantee. Until the end of the Term of the Grant, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, or the MEDC to monitor and ensure compliance with the terms of this Agreement, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC to visit the Grantee, and any other location where books and records of the Grantee are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement, including the expenditure of the Grant Disbursements; provided, however, that such audit right shall survive the end of the Term of the Grant by three (3) years. In connection with any such audit, the Grantee shall cooperate with the Chief Compliance Officer, if contacted, as provided in MCL 125.2088i(6)(h). At such visits, the Grantee shall permit the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or any member, employee or agent of the MSF, the Chief Compliance Officer, the Grant Manager, or any employee or agent of the MEDC to make copies or extracts from information and to discuss the affairs, finances and accounts of the Grantee related to this Agreement with its officers,

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employees or agents. Notwithstanding anything to the contrary, any information and data that the Grantee reasonably determines is Confidential Information shall be reviewed by the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, and the MEDC at the offices of the Grantee and the Auditor General, the Chief Compliance Officer, the DTMB, the MSF, or the MEDC shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Grantee, which consent shall not be unreasonably withheld. The Grantee may redact private or proprietary information contained in any records removed, copied, photographed, or recorded by the Auditor General, the DTMB, the MSF, the MEDC, or the Chief Compliance Officer or their respective representatives. The MEDC and MSF agree to provide the Grantee thirty (30) days written notice in the event either the MEDC or the MSF wishes to access records of the Grantee related to this Agreement.

Section D.4 Termination of Funding. In the event that the State Legislature or the State Government fails to provide or terminates the funding necessary for the MSF to fund the Grant, the MSF may terminate this Agreement by providing notice to the Grantee not less than thirty (30) calendar days before the date of cancellation provided, however, that in the event the action of the State Legislature or State government results in an immediate absence or termination of funding, this Agreement may be terminated effective immediately upon delivery of written notice to the Grantee. In the event of termination of funding, the MSF has no further obligation to make Grant Disbursements beyond the date of termination of this Agreement.

Section D.5 Non-Discrimination and Unfair Labor Practices. In connection with this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex (including sexual orientation and gender identity or expression as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, physical or mental disability, or genetic information (as defined in Executive Directive 2019-09) that is unrelated to the individual's ability to perform the duties of the particular job or position. The Grantee further agrees that every subcontract or sub-recipient agreement entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is required, as applicable under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and is consistent with Executive Directive 2019-09, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Grantee shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Grantee as an employer, or the name of a subcontractor, manufacturer, or supplier of the Grantee appears in the register.

Section D.6 Indemnification and Hold Harmless. Except for their respective obligations to process or disburse Grant Disbursements as required in this Agreement, the MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents, and employees (collectively, the "Indemnified Persons") shall not be liable to the Grantee for any reason. The Grantee shall indemnify and hold the State, the MSF, and the MEDC and other

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Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Grantee under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Grantee shall also indemnify the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Grantee under this Agreement.

The Grantee shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The MSF, the MEDC and the Grantee agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Grantee's obligations contemplated under this Agreement is within the sole control of the Grantee and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Grantee, its employees, agents, or contractors. This Section shall survive indefinitely.

Section D.7 Jurisdiction. The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Grantee acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Grantee resides, in or outside of the United States. This Section shall survive indefinitely.

EXHIBIT E

ANNUAL COMPLIANCE CERTIFICATION

OCTOBER 10, 20__¹

This Annual Compliance Certificate (the “Certificate”) is being delivered pursuant to the Strategic Site Readiness Program Grant Agreement, Case No. 407168, by and between the Michigan Strategic Fund (the “MSF) and The Right Place, Inc. (the “Grantee”), as may be amended, restated, modified, substituted, extended and renewed from time to time) (the “Grant Agreement”). Capitalized terms used herein and not otherwise defined herein have the meanings set forth in the Grant Agreement. The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents and warrants that as of the date of this Certificate:

1. The Grantee has complied and is in compliance with all the terms, covenants and conditions of the Grant Agreement, except for such noncompliance, if any, described on Schedule I attached (which disclosure will not constitute MSF’s waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
2. No Default or Event of Default exists under the Grant Agreement, except for such Default or Event of Default, if any, described on Schedule II, attached (which disclosure will not constitute MSF’s waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
3. The representations and covenants of the Grantee set forth in Article III of the Grant Agreement are true, with the same effect as though such representations and warranties were made on the date hereof, except for breaches of such representations and warranties, if any, described on Schedule III, attached (which disclosure will not constitute MSF’s waiver or acceptance thereof). *[If any are described, state the nature and status thereof and actions proposed to be taken with respect thereto.]*
4. Attached as a status update is a narrative on the overall status of the Project and an update on what Eligible Activities have taken place since the last Certificate was provided.

The undersigned has the authority to sign this Certificate on behalf of the Grantee and signs this Certificate as of _____, 20__.

THE RIGHT PLACE, INC.

 By:
 Its:

¹ To be delivered on each October 10 during the Term commencing October 10, 2026 or upon request of the Grant Manager.

EXHIBIT F
FINAL REPORT

This Final Report is being delivered pursuant to the Strategic Site Readiness Program Agreement dated December 3, 2025 (the “Grant Agreement”), by and between the Michigan Strategic Fund (“MSF”), and The Right Place, Inc., Case No. 407168. Capitalized terms in this Final Report and not otherwise defined in this Final Report shall have the meanings ascribed to them in the Grant Agreement.

The undersigned, in the name and on behalf of Grantee (and not in an individual capacity), hereby certifies, represents, and warrants that as of the date of signing this Final Report:

1. Grantee has complied and is in compliance with all the terms, covenants, and conditions of the Grant Agreement.
2. No Default or Event of Default exists.
3. The representations and warranties of Grantee contained in Article III of the Grant Agreement are true and correct.
4. Attached is the spreadsheet, together with Supporting Documentation, describing and itemizing the final spending plan, including the actual expenditure of Grant Disbursements for all Eligible Activities completed during the Term, the category of each such expenditure, the description of Eligible Activities completed, and the identification of the vendors and other service providers of Eligible Activities.
5. The amount of Grant funds remaining (less any Contract Management Fee) is _____.
6. **[If there is a remaining balance:** Included with this Final Report, Grantee hereby submits payment of the balance Grant funds to the MSF in the amount of _____.]

The undersigned has the authority to sign this Final Report on behalf of Grantee and signs this Final Report as of _____.

THE RIGHT PLACE, INC.

By:
Its:

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EXHIBIT G

PLEDGE AND ASSIGNMENT OF PROJECT FUNDS ACCOUNT

This Pledge and Assignment of Project Funds Account (“Pledge Agreement”) is made is effective as of December 3, 2025 (the “Effective Date”), is between the Michigan Strategic Fund (the “MSF”), whose address is 300 North Washington Square, Lansing, Michigan 48913, and The Right Place, Inc., a local economic development organization (the “Grantee”), whose address and principal office is 25 Ottawa Avenue SW, Suite 400, Grand Rapids, Michigan 49503. As used in this Agreement, the MSF and the Grantee are, individually, a “Party” and, collectively, the “Parties”. Capitalized terms used herein and not otherwise defined herein have the respective meanings set forth in the Grant Agreement (as defined herein).

RECITALS

A. The Michigan Strategic Fund Act (MCL 125.2001 et seq.), as amended, includes Section 88s (MCL 125.2088s), to enable the MSF to create and operate the critical industry program to provide qualified investments to qualified businesses in the State of Michigan for deal-closing, gap financing, or other economic assistance to create or retain qualified jobs as a result of a technological shift in product or production or make capital investment, or both.

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the “MEDC”), provides administrative services for the MSF.

C. On January 11, 2022, the MSF Board established the Strategic Site Readiness Program (the “SSRP”) and associated guidelines to govern the SSRP, as amended, and which may be amended from time to time.

D. The SSRP is to be funded through the Strategic Outreach and Attraction Reserve created by PA 137 of 2021 (“SOAR”).

E. On January 30, 2024, the MSF approved a SSRP grant award to the Grantee in the amount of up to Seventeen Million Five Hundred Thousand and 00/100 Dollars (\$17,500,000.00) (the “Grant”) to be disbursed under the terms of a Strategic Site Readiness Grant Agreement dated on or about the Effective Date (the “Grant Agreement”), subject to the transfer of SOAR funds necessary to fund the Grant.

F. Under the terms and conditions of the Grant Agreement, the Grantee shall use the grant disbursements to be reimbursed for Eligible Expenses for Eligible Activities for the Project.

G. Grantee has established a certain deposit account at Huntington National Bank (the “Bank”). As required under the Grant Agreement, and as further described herein, the MSF has required that the Grantee pledge its interest in the Grantee’s Bank account to the MSF, as security under the Grant Agreement.

H. Pursuant to the Grant Agreement, Grantee has agreed to execute such instruments as the MSF may reasonably request to confirm such pledge as described in the Grant Agreement.

Now therefore, in consideration of the Recitals, the Grant Agreement and the promises in this Pledge Agreement, the Parties agree:

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1. **Account.** Grantee has established with the Bank a separate special, segregated, and irrevocable cash account in the form of an interest-bearing account which is and shall remain maintained at the Bank in the name of Grantee ("Account"). The account number of the Account is [REDACTED]. The Grantee, the MSF and the Bank have entered into a Deposit Account Control Agreement with respect to the Account (the "DACA") dated on or about August 2, 2024, which among other things, and together with this Pledge Agreement, perfects the MSF's security interest in the Account.
2. **Account Registration.** Pursuant to the Grant Agreement, Grantee acknowledges that the Account is the only account of Grantee registered with the State of Michigan to receive Grant Disbursements under the terms and conditions of the Grant Agreement.
3. **Grant Disbursements.** Pursuant to the Grant Agreement, and except as otherwise agreed to in writing by MSF and the Grantee, all Grant Disbursements from MSF to the Grantee shall be deposited into the Account and used therefrom only as permitted under the Grant Agreement. For the avoidance of doubt, so long as such funds are used as permitted under the Grant Agreement, no consent or other action from MSF shall be necessary to use the funds in the Account, subject to Section 6 below.
4. **Pledge of Account.** As collateral security for the Grant to the Grantee under the Grant Agreement, the Grantee hereby pledges, assigns, hypothecates and transfers to the MSF a lien and security interest in and to the Account and all cash, investments, investment property, securities or other property at any time on deposit in or credited to the Account, including all income or gain earned thereon and any proceeds thereof (collectively, the "Account Collateral"). This Pledge Agreement shall terminate in accordance with the terms of the Grant Agreement or otherwise upon the termination of the Grant Agreement.
5. **Grantee Representations and Warranties.** Grantee represents and warrants to the MSF that (a) except as to the interest of the Bank in connection with the Bank's customary fees and charges and reversal of provisional credits, no prior lien or encumbrance exists on the Account Collateral, and the Grantee will not grant or suffer to exist any such lien or encumbrance in the future, other than in favor of the MSF; (b) the Grantee is the legal owner of the Account Collateral and has the right to pledge and grant a security interest in the Account Collateral without the consent of any other party; and (c) this Pledge Agreement has been duly authorized, executed and delivered by the Grantee and is the legal, valid, binding and enforceable obligation of such party, subject to bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and subject to general equitable principles.
6. **Event of Default/Bank Termination.**
 - a. **Event of Default.** In addition to any other rights given to MSF under this Pledge Agreement and applicable law, if any Default or Event of Default under the Grant Agreement occurs and continues, the MSF may issue an Notice of Exclusive Control (as defined in the DACA) to effectuate a freeze of the Account, and declare any and all of the amounts then owed to the MSF as permitted under the Grant Agreement to be immediately due and payable without notice and the MSF shall have and may exercise, in addition to all other rights and remedies granted to it in the Grant Agreement and the Collateral Documents, including this Pledge Agreement, and in any other instrument or agreement securing, evidencing, or relating to the Account Collateral, all the rights and remedies on default, in

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forfeiture, and otherwise available to secured parties under the Uniform Commercial Code and other applicable law, and all funds then in the Account shall be held by the Grantee, as the case may be, in trust for MSF, and shall immediately be turned over to MSF.

- b. **Bank Termination of the DACA.** Prior to termination of the Grant Agreement, in the event there is a Bank notice of termination, or other termination by the Bank, under the DACA, the MSF may issue an Notice of Exclusive Control (as defined in the DACA) to effectuate a freeze of the Account, and provide written instructions to the Bank for further disposition of any funds in the Account, for the sole purpose of carrying out the terms of this Pledge Agreement, to exercise any of the rights and remedies granted to MSF herein, and to take any and all other appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to maintain the MSF's security interest in the Account Collateral and to maintain and/or effectuate MSF's rights and remedies under this Pledge Agreement.
7. **MSF's Appointment as Attorney-in-Fact.** If any Default or Event of Default under the Grant Agreement occurs and continues, or if there is a Bank notice of termination, or other termination by the Bank of the DACA under the DACA, the Grantee irrevocably appoints MSF, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its respective place and stead and in its name or in its own name, from time to time in MSF's sole discretion, for the sole purpose of carrying out the terms of this Pledge Agreement, to exercise any of the rights and remedies granted to MSF herein, and to take any and all other appropriate action and to execute any and all documents and instruments that may be reasonably necessary or desirable to maintain and/or effectuate MSF's rights and remedies under this Pledge Agreement.
8. **Powers Coupled with an Interest.** All powers, authorizations, and agencies contained in this Pledge Agreement with respect to the Account Collateral are irrevocable during the period that this Pledge Agreement is in effect, and such powers are coupled with an interest. The Grantee ratifies all that the MSF, as attorney-in-fact hereunder, shall lawfully do or cause to be done by virtue of the MSF's exercise of its rights under Section 7 of this Pledge Agreement.
9. **Voluntary Waiver by the Grantee.** The Grantee knowingly, voluntarily, and intelligently waives any and all causes of action and claims that it may have against MSF or its contractors, or agents, as a result of the exercise by MSF, of any of MSF's rights and remedies hereunder, and MSF and its' contractors and agents shall have no duty with respect to the Grantee except as otherwise provided herein or in the Grant Agreement. The Grantee further knowingly, voluntarily, and intelligently waives any and all defenses it may have in connection with the Account Collateral or the exercising by the MSF of its rights and remedies in accordance with the terms of this Pledge Agreement. The waivers contained herein are freely, knowingly, and voluntarily given by the Grantee, without any duress or coercion, and the Grantee has carefully and completely read all of the terms and provisions of this Pledge Agreement. No Party shall be deemed to have relinquished these waivers except by a writing signed by the Party to be charged without having relinquished any such waiver. All such waivers contained in this Section 9 are given to the extent permissible under applicable law.

Execution Copy

10. **No Waiver by MSF, Cumulative Remedies.** MSF shall not by any act, delay, omission, or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver by MSF shall be valid unless in writing, signed by MSF, and then only to the extent therein set forth. A waiver by MSF of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy that MSF would otherwise have had on any future occasion. No single or partial exercise of any right, power, or privilege hereunder by MSF shall preclude any other or future exercise thereof or the exercise of any other right, power, or privilege. These rights and remedies are cumulative and may be exercised singly or concurrently and are not exclusive of any rights and remedies provided by law.
11. **Notices:** Any notice or other communication under this Agreement shall be in writing and shall be deemed properly given and received (a) as of the second business day after deposit with Federal Express or a similar overnight courier service, delivery charges prepaid; or (b) on the same day as the transmission of an e-mail, or of a PDF or similar file attached to an email, so long as such email is sent before 5:00 p.m. EST on such business day (and timely transmission thereof is evidenced by such email appearing in sender's "sent" e-mail box before such time), or (c) the business day after transmission of an e-mail, or of a PDF or similar file attached to an email, sent after 5:00 p.m. EST on such business day (with evidence of time of transmission thereof by such email appearing in sender's "sent" e-mail box after such time):

If to Grantee: The Right Place, Inc.
25 Ottawa Ave. SW, Suite 400
Grand Rapids, MI 49503
Attn: Jane M. Tierney
Email: JTierney@rightplace.org

If to the MSF: Michigan Strategic Fund
c/o Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: Nicole Whitehead
Email: whiteheadn@michigan.org

With a copy to: Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: MEDC Legal
Email: medclegal@michigan.org

Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: MEDC Contracts and Grants
Email: ContractsandGrants@michigan.org

12. **Severability:** All the clauses of this Pledge Agreement are distinct and severable and, if any clause shall be deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or provision of this Agreement. To the extent possible, the illegal, void, or unenforceable provision shall be revised to the extent required

Execution Copy

to render the Pledge Agreement enforceable and valid, and to the fullest extent possible, the rights and responsibilities of the Parties shall be interpreted and enforced to preserve the Agreement and the intent of the Parties. Provided, if application of this Section should materially and adversely alter or affect a Party's rights or obligations under this Agreement, the Parties agree to negotiate in good faith to develop a structure that is as nearly the same structure as the original Agreement (as may be amended from time to time) without regard to such invalidity, illegality, or unenforceability.

13. **Successors and Assigns**: The MSF may at any time assign its rights in this Agreement with the Grantee's consent, which may not be unreasonably conditioned or delayed; except however, the MSF may at any time, without consent of Grantee, assign its rights in this Agreement to any State entity (including, but not limited to, any department, agency, public body corporate, or other entity established as otherwise directed in an executive order or executive directive). The Grantee may not assign its rights or obligations under this Agreement without the prior written consent of the MSF Fund Manager. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted.
14. **Counterparts; PDF Signatures**. This Pledge Agreement may be signed in counterparts and delivered in PDF or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.
15. **Jurisdiction**. The Parties agree that they shall make a good faith effort to resolve any controversies that arise regarding this Pledge Agreement. If a controversy cannot be resolved, the Parties agree that any legal actions concerning this Pledge Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan.
16. **Amendment**. This Pledge Agreement may not be modified or amended except pursuant to a written instrument signed by the Grantee and the MSF Fund Manager.
17. **Michigan Law**: This Pledge Agreement shall be interpreted, and the rights of the Parties hereunder shall be determined under the laws of the State of Michigan.

(Signature page follows.)

Execution Copy

The Parties sign this Pledge Agreement effective as of the Effective Date. The individuals signing below certify that they have been duly authorized to execute this Agreement on behalf of their respective Party.

THE RIGHT PLACE, INC.



By: Jane Tierney
Its: SVP Finance

MICHIGAN STRATEGIC FUND

Signed by:


By: Matthew Casby
Its: Fund Manager

(Signature page to Pledge Agreement)

DEPOSIT ACCOUNT CONTROL AGREEMENT

This DEPOSIT ACCOUNT CONTROL AGREEMENT (the "Agreement") is entered into as of August 2, 2024 by and among The Right Place, Inc. ("Customer"), MICHIGAN STRATEGIC FUND ("Creditor"), and THE HUNTINGTON NATIONAL BANK ("Bank").

STATEMENT OF FACTS

Customer has opened with Bank depository accounts as set forth on the attached Exhibit A (each, an "Account"; together, the "Accounts"). Customer has granted to Creditor a security interest in the Accounts, all cash, instruments, checks, and other items of value of the Customer now or hereafter paid, deposited, credited, or held in the Accounts, and all additions thereto and substitutions and proceeds thereof (including the Accounts, collectively, the "Collateral") pursuant to a Michigan Strategic Site Readiness Program Grant, Case No. 407168 ("SSRP Grant Agreement") and a Pledge and Assignment of Project Funds Account ("SSRP Pledge"), and other documents executed in connection therewith (as amended, supplemented, replaced or otherwise modified from time to time, the "Grant Documents") between Customer and Creditor. This Agreement does not create Creditor's security interest. The parties are entering into this Agreement to perfect Creditor's security interest in and to the Collateral and to specify certain rights and duties of the parties with respect to the Accounts. In consideration of the mutual covenants herein as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Reserved**
2. **Bank's Representations**

Bank represents and warrants to Creditor and to Customer that: (i) Bank maintains the Accounts; (ii) each Account is a "deposit account" as defined in Section 9-102 of the Uniform Commercial Code as adopted by the State of Michigan; (iii) Bank does not know of any claim to or interest in the Accounts, except for claims and interests of the parties referred to in this Agreement; and (iv) Bank agrees to perform its obligations under this Agreement in a manner consistent with the quality provided when Bank performs similar services for its own account.

3. **Notice of Security Interest**

Customer, Creditor, and Bank are entering into this Agreement to perfect, and to confirm the priority of, Creditor's security interest in the Collateral. Bank acknowledges that this Agreement constitutes written notification to Bank of Creditor's security interest in the Collateral. Bank agrees to promptly make all necessary entries or notations in its books and records to reflect Creditor's security interest in the Collateral. Bank acknowledges that Creditor has control over the Accounts, and all cash and instruments contained therein from time to time. Nothing contained in this Agreement shall create any agency, fiduciary, joint venture or partnership relationship between or among Customer, Creditor, and Bank.

4. **Control of Accounts**

This Agreement shall constitute an authenticated record under which Customer, Creditor and Bank hereby agree that, after receipt of a Notice of Exclusive Control (as defined in Section 7) and otherwise in accordance with Section 7, Bank will comply solely with instructions directing disposition of the funds in the Accounts (each an "Account Related Order") originated by Creditor without further consent by Customer and, by executing this Agreement, Bank acknowledges Creditor's security interest in and control

of the Accounts. All such Account Related Orders from Creditor to Bank shall be delivered to Bank in writing. Customer hereby acknowledges Creditor's right to originate such Account Related Orders.

5. Creditor and the Bank acknowledge and agree that this Agreement and the security interest perfected hereunder relate solely to the Account and do not relate to any other accounts now or in the future established or maintained by Customer at the Bank.

6. Customer's Rights in Accounts

Bank shall comply with Account Related Orders originated by Customer unless Creditor has delivered to Bank a Notice of Exclusive Control, pursuant to and otherwise in accordance with Section 7.

7. Rights and Duties After Default

(a) After Bank receives from Creditor a notice, substantially in the form attached hereto as Exhibit B (a "Notice of Exclusive Control"), Bank agrees (i) not to comply with Account Related Orders originated by Customer or any other person (other than Creditor), and (ii) to comply with all Account Related Orders originated by Creditor, to dispose of the Collateral as and to the extent directed by Creditor, and to pay over to Creditor all cash Collateral and proceeds without any setoff or deduction, except as authorized under Sections 12 and 13 hereof. The foregoing instructions may only be modified or rescinded by Creditor or its designee. Bank shall have a reasonable period of time, not to exceed 2 Business Days, to act upon such Notice of Exclusive Control and cease following instructions of Customer. Upon receipt of a Notice of Exclusive Control, Bank will set a minimum balance to be maintained in each Account at all times in order to cover any Fees and Returned Sums (as defined in Sections 12 and 13) (the "Target Balance") with respect to each Account. The initial Target Balance for each Account will be \$10,000.00. As used in this Agreement, "Business Day" means any day other than a Saturday, a Sunday, or a legal holiday, on which Bank is open for business.

(b) Customer agrees immediately upon Customer's receipt of the Notice of Exclusive Control, Customer shall not provide any further Account Related Orders to Bank, whether or not such Notice of Exclusive Control has been implemented by Bank; provided that Creditor shall have no obligation to send a copy of such Notice of Exclusive Control to Customer as a condition to the effectiveness of such Notice of Exclusive Control.

(c) If Bank receives a Notice of Exclusive Control from Creditor, all pre-authorized, recurring ACH withdrawals, transfers, or other items previously authorized by Customer will be terminated, unless Bank receives written notice from Creditor that such transactions may continue. Bank shall have no duty or responsibility whatsoever to inquire into or determine whether (i) any such Notice of Exclusive Control is proper or in accordance with the Grant Documents, or (ii) any application by Creditor of funds from the Account is in accordance with the Grant Documents.

8. Priority of Creditor's Security Interest

Bank subordinates in favor of Creditor any security interest, lien, or right of setoff it may have, now or in the future, against the Accounts or property in the Accounts, until termination of this Agreement, except as to any security interest under Section 4-210 of the Uniform Commercial Code, and except that Bank will retain its prior lien on property in the Accounts to secure payment of normal bank charges and fees for the Accounts and dishonored items as provided in Sections 12 and 13.

9. Statement and Other Information

Upon Creditor's request, Bank shall send to Creditor copies of all the regular monthly account statements provided to Customer and such other information relating to the Accounts as shall be reasonably

requested by Creditor, and a copy of all notices and statements required to be sent to Customer pursuant to any agreement governing or related to the Accounts. Customer hereby authorizes the release of such information, notices, and statements to Creditor.

10. Notice

A statement, notice, confirmation, or other communication to a party under this Agreement will be in writing. The statement, notice, or confirmation will be sent to the party's address set forth below or to such other address as the party may notify the other parties, and will be effective (i) when delivered by hand or by nationally recognized overnight carrier, or (ii) when delivered or the first attempted delivery on a Business Day when sent by mail, certified mail, return receipt requested, and postage prepaid, or via email with a successful acknowledgement of receipt addressed as set forth below.

Address for Customer:

The Right Place, Inc.
125 Ottawa Ave NW STE 450
Grand Rapids, MI 49503
Attn: Jane M. Tierney
(616) 914-0455
JTierney@rightplace.org

Address for Bank:

The Huntington National Bank
Deposit Account Control Agreements
41 South High Street (HC0740)
Columbus, Ohio 43215
email: DepositAccountControlAgreements@huntington.com

Address for Creditor:

Michigan Strategic Fund
300 N. Washington Square
Lansing, Michigan 48913
Attn: Nicole Whitehead; whiteheadn@michigan.org

With a copy to:

Michigan Economic Development Corporation
300 N. Washington Square
Lansing, Michigan 48913

Attn: MEDC Legal; medclegal@michigan.org

11. Third Party Claims; Legal Process

(a) During the term of this Agreement, Bank will not enter into any agreement with any person, other than Creditor, pursuant to which Bank will be obligated to comply with instructions from such person as to the disposition of any funds in the Accounts. Nor will Bank agree with any third party that Bank will comply with Account Related Orders originated by any third party. Bank will use reasonable efforts promptly to notify Creditor and Customer if any other person claims that (i) it has a property interest in property in any Account and/or (ii) that it is a violation of that person's rights for anyone else to hold, transfer, or deal with the Collateral.

(b) If the Bank receives or has actual notice of any claim, notice, legal process, garnishment, or court order relating to any Account, and to the extent not otherwise prohibited by law or court or administrative order, Bank will notify Creditor and Customer of such receipt. Creditor and Customer understand and agree that Bank will comply with any such legal process, legal notice, or court order it receives if Bank determines, in its sole discretion, that such legal process, legal notice, or court order is legally binding on it. For purposes hereof, receipt by Bank or notice to Bank means receipt by or notification to an officer of the Bank who is responsible for the Accounts.

12. Fees.

All of Bank's service charges, overdraft and returned item fees, transfer fees, account maintenance fees and expenses relating to any Account under any Account Agreements (as hereafter defined) ("Fees") shall be charged by Bank when due against the funds on deposit in the Accounts at such time or, if there are insufficient funds, against any other account of Customer. To the extent funds on deposit in the Accounts are insufficient to cover Fees then due, Customer shall pay the balance of such Fees within 15 days after demand therefor. Such fees shall include without limitation, an implementation fee of \$2,000.00, due at the time this Agreement is executed, and a monthly account servicing fee of \$375.00 per month per Account. After a Notice of Exclusive Control is received by Bank, the monthly blocked account servicing fee shall increase to \$375.00 per Account. The monthly account servicing fee is subject to change in Bank's discretion upon notice and no more than once per year. Any new or changed Fees will take effect with the next account analysis or statement period after Bank sends notice to Customer that a change in Fees has occurred, unless some other effective date is set forth in such notice.

13. Uncollected Funds.

If (i) any checks or other receipts deposited in any Account are returned unpaid or otherwise dishonored for any reason, (ii) there are overdrafts on any Account, (iii) automated clearing house, wire transfer or other electronic entries for deposit into any Account are returned or otherwise dishonored, or (iv) claims of breach of the UCC's transfer or presentment warranties are made against Bank in connection with items deposited to any Account (the items described in clauses (i) through (iv) are collectively referred to as "Returned Sums"), Bank shall charge Returned Sums when returned, plus any applicable Fees, against funds on deposit in the affected Account at such time or, if there are insufficient funds, against any other account of Customer. To the extent funds on deposit in the affected Account (or any other Account) are insufficient to cover such Returned Sums and Fees, Customer shall pay the balance of such Returned Sums and Fees within 15 days after demand therefor. If however, the funds on deposit in any Account or other account of Customer are insufficient to cover the Returned Sums and Fees then due, and Customer does not pay the amount of such Returned Sums and Fees within 15 days after demand therefore, or Bank is enjoined, stayed or prohibited by operation of law from making demand on Customer, and Creditor received the proceeds of any of the Returned Sums pursuant to an Account Related Order from Creditor, Bank may seek reimbursement from the Target Balance.

14. Exculpation of Bank; Indemnity

(a) Customer and Creditor agree that Bank shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the bad faith, gross negligence, willful misconduct, or criminal acts or omissions of Bank. Nor shall Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties, or other causes beyond Bank's reasonable control.

(b) Customer will hold harmless, indemnify, and defend Bank, and its affiliates, successors, assigns, officers, directors, employees, and agents, against losses, liabilities, claims, litigation, demands, suits, costs, disbursements, or expenses incurred as a result of the assertion of any claim by any person or entity arising out of or otherwise arising from or in connection with or related to this Agreement, including reasonable attorneys' fees and disbursements, except to the extent the losses, liabilities, claims, litigation, demands, suits, costs, disbursements, or expenses are a direct result of Bank's bad faith, gross negligence, willful misconduct, or criminal acts or omissions.

(c) Bank's duties and obligations shall be determined solely by the provisions of this Agreement and Bank shall not be liable except as specifically set forth herein. Bank shall not be responsible for any losses, liabilities, claims, litigation, demands, suits, costs, disbursements, or expenses arising out of Bank's compliance with Account Related Orders given by Creditor to Bank under this Agreement, or otherwise following instructions of Creditor hereunder, including reasonable attorneys' fees and disbursements, except to the extent the losses, liabilities, claims, litigation, demands, suits, costs, disbursements, or expenses are a direct result of Bank's bad faith, gross negligence, willful misconduct, or criminal acts or omissions. In the event of an assignment of Creditor's rights under this Agreement to the Secretary of Housing and Urban Development ("HUD") or the Federal Housing Commissioner ("FHA"), neither HUD nor FHA shall have any indemnification obligations under this Agreement. Bank may rely on Account Related Orders or other instructions as delivered to Bank by Creditor.

(d) Customer will indemnify Creditor and Bank against claims, liabilities and expenses arising out of the immediately preceding paragraph, including reasonable attorneys' fees and disbursements, except to the extent that such claims, liabilities and expenses are a direct result of Creditor's breach of any of the Grant Documents, or its bad faith, gross negligence, willful misconduct, or criminal acts or omission.

(e) In no event shall Bank be liable for special, incidental, punitive or consequential loss or damage of any kind, including, without limitation, lost profits (whether or not Bank has been advised of the possibility of such loss or damage). Bank may rely and shall be protected in acting or refraining from acting upon any written notice (including, but not limited to, electronically confirmed facsimiles of such notice) reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. This Agreement does not create any duty or obligation of Bank except for those expressly set forth in this Agreement.

(f) Bank may charge all such amounts due under this Section 14 against funds on deposit in any account of Customer other than the Account. To the extent funds on deposit in such other accounts of Customer are insufficient to cover such amounts, Customer shall pay the balance of such amounts within 15 days after demand therefor.

15. Termination; Survival

Creditor may terminate this Agreement by written notice to Bank and Customer. Bank may terminate this Agreement on 30 days written notice to Creditor and Customer. However, Bank may immediately terminate this Agreement or close any Accounts if required to do so under any statute, rule, regulation, or any order or process binding upon it, in its sole discretion. Customer may not close any

Account or terminate this Agreement without the prior written consent of Creditor. Sections 13 and 14 will survive termination of this Agreement. In the event that Bank terminates this Agreement, Bank agrees (unless prohibited by applicable law, rule or regulation): (i) to give notice thereof and, (ii) if Bank has received a Notice of Exclusive Control (and such notice remains effective), to transfer all available funds in any such Account to an account as designated by Creditor in writing to Bank.

16. Bankruptcy

If Bank at any time receives notice of the commencement of a bankruptcy case or other insolvency or liquidation proceeding by or against Customer, Bank will continue to comply with its obligations under this Agreement, except to the extent that any action required of Bank under this Agreement is prohibited under applicable bankruptcy laws or regulations, or is stayed pursuant to the automatic stay imposed under the United States Bankruptcy Code or by order of any court or agency, all as determined by Bank in its sole discretion.

17. Interpleader

If at any time Bank, in good faith, is in doubt as to the action it should take under this Agreement, Bank shall have the right, at Customer's expense, to commence an interpleader action in the appropriate Michigan Court of Claims or the Ingham County Circuit Court as appropriate and to take no further action except in accordance with joint instructions from Creditor and Customer or in accordance with the final order of the court in such action.

18. Miscellaneous

This Agreement can be modified or amended only by written agreement of all of the parties hereto evidencing such modification or amendment. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, unenforceable, or illegal, as written, that provision shall be interpreted so as to achieve, to the extent permitted by applicable law, the purposes intended by the original provision, and the remaining provisions of this Agreement shall continue intact. In addition, any such determination shall not apply in any circumstance, or to any party, not controlled by such determination. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but Customer shall not be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of Creditor and Bank. No transfer by Creditor will be binding upon Bank until the transferee notifies Bank in writing of such transfer, which notice shall (i) provide transferee's address for notices and communications pursuant to this Agreement and (ii) state that transferee is the successor of Creditor, and is entitled to all of the benefits of, and has assumed all of the duties of, Creditor under this Agreement. No transfer by Bank will be binding upon Creditor until the transferee notifies Creditor in writing of such transfer, which notice shall (i) provide transferee's address for notices and communications pursuant to this Agreement and (ii) state that transferee is the successor of Bank, and is entitled to all of the benefits of, and has assumed all duties of, Bank under this Agreement.

19. Complete Agreement

The parties hereto acknowledge that each has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement and any modifications to it, all account agreements, wire transfer agreements, electronic payment authorization agreements, lockbox agreements, and other agreements now or hereafter related to any Accounts or to services provided by Bank in connection therewith (collectively, the "Account Agreements"), and the Grant Documents, constitute the complete and exclusive expression of the terms of the agreement between the parties, supersede all other proposals whether oral or written, understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict between this Agreement (or any portion thereof) and any Account Agreement, the terms of this Agreement shall prevail. Except as set forth in the preceding sentence, the terms of any such Account Agreements shall remain in full force and effect.

20. Governing Law; Venue

This Agreement shall be governed by, and construed and interpreted in accordance with the law of the State of Michigan, except for its conflict of law principles, and any legal action brought in connection with this Agreement may be brought only in the Michigan Court of Claims or the Ingham County Circuit Court as appropriate. All parties hereby submit to the jurisdiction of such courts, and waive any objection to venue with respect to actions brought in such courts.

21. Waiver of Jury Trial

EACH PARTY ACKNOWLEDGES THAT, AS TO ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN ANY OF THE PARTIES REGARDING THIS AGREEMENT, THE COMMERCIAL NATURE OF THE TRANSACTIONS OUT OF WHICH THIS AGREEMENT ARISES MAKES SUCH DISPUTE UNSUITABLE FOR TRIAL BY JURY. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY AS TO ANY AND ALL DISPUTES THAT MAY ARISE RELATING TO THIS AGREEMENT.

22. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute one and the same Agreement. Delivery of an executed signature page counterpart to this Agreement via telecopier facsimile transmission or other similar method of electronic transmission (including, without limitation, a "pdf" file) shall be effective as if it were delivery of a manually delivered, original, executed counterpart thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

THE RIGHT PLACE, INC.

("Customer")

By Jane Tierney

Name: Jane M Tierney

Title: SVP of Finance

Michigan Strategic Fund ("Creditor")

DocuSigned by:

By Matt Casby

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Name: Matthew Casby

Title: Fund Manager

THE HUNTINGTON NATIONAL BANK ("Bank")

By Jessie Craig

Name: Jessie Craig

Title: Relationship Manager

Exhibit A

Accounts

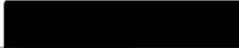
	

Exhibit B

Form of Notice of Exclusive Control

[Letterhead of Creditor]

[Date]

Re: Notice of Exclusive Control
Customer: [Customer Name]
Account Nos. _____

To: The Huntington National Bank
Deposit Account Control Agreements
41 South High Street (HC0740)
Columbus, OH 43215

This is to notify you that, pursuant to Section 7 of the Account Control Agreement dated _____, by and among Bank, Customer, and Creditor (the "Agreement," and all capitalized terms in this letter have the meanings ascribed to such terms in the Agreement), Bank is instructed to refuse to accept any Account Related Orders from Customer regarding any Account unless consented to in writing by an officer of Creditor. All future instructions and Account Related Orders regarding any Account shall be given solely by an officer of Creditor.

Effective as of the date hereof, Bank shall, on the last Business Day of each week hereafter, by standing order wire transfer, transfer to the following account, or such other account as designated by Creditor from time to time by written notice to Bank, all amounts constituting available funds on deposit in any Account in excess of the Target Balance for such Account:

Receiving Bank Name:	_____
Address:	_____

ABA No.	_____
Account Name:	_____
Account No.:	_____

Creditor represents and warrants to Bank that this Notice of Exclusive Control is lawful and authorized by the Grant Documents between Customer and Creditor.

Sincerely,

[Name]

[Title]