

Project: Ryder Headquarters
Owner: NEG/EE Partners, LLC
Contractor's Name: Cunningham-Limp Dev. Co.
Period to: 06/30/07
Request No.: 3

SWORN STATEMENT FOR
CONTRACTOR

WARNING TO OWNER: AN OWNER OR LESSEE OF THE DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

Norman Thomas (deponent), being sworn, states the following:

Cunningham-Limp Development Company is the contractor for an improvement to the following real property situated in Oakland County, Michigan, described in the Attached Exhibit A.

The following is a statement of each subcontractor and supplier and laborer, for whom payment of wages or fringe benefits and withholdings is due but unpaid, with whom the contractor has subcontracted for performance under the contract with the Owner or Lessee of the property, and that the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

No.	Name of Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	Change Orders (+) or (-)	Adjusted Contract Price	Amount Already Paid	Current Payment Due	Total Retention Withheld	Balance To Complete
1	Cunningham-Limp	General Conditions, OH & P	1,184,562	37,461	1,222,023	126,809	96,681	25,056	971,368
2	Reichert Surveying Inc.	Earthwork - Staking	32,202		32,202	3,483	0	387	28,332
2	Pending	Earthwork - Staking	30,248		30,248	0	0	0	30,248
2	MWB Contracting, Inc.	Earthwork	564,139	46,140	610,279	193,213	74,456	29,741	312,669
3	Pending	Landscape Allowance	550,000		550,000	0	0	0	550,000
4	Pending	Retaining Wall Allowance	50,000		50,000	0	0	0	50,000
5	DTE Energy	Temporary Power		4,911	4,911	0	4,911	0	0
5	Pacitto & Forest Construction Co.	Underground Utilities	337,676		337,676	0	212,337	23,593	101,746
6	MWB Contracting, Inc.	Paving	251,031		251,031	40,500	0	4,500	206,031
6	K&W Concrete Construction	Paving	193,274		193,274	0	0	0	193,274
6	Nagla Paving Co.	Paving	263,550		263,550	0	0	0	263,550
6	Pending	Paving	29,085	5,490	34,575	0	0	0	34,575
7	Pending	Other Site Work	5,000		5,000	0	0	0	5,000
8	G2 Consulting Group	Inspections / Testing	38,604		38,604	12,491	11,426	0	14,687
8	Pending	Inspections / Testing	1,395		1,395	0	0	0	1,395
9	Gingall Excavating Inc.	Foundations	161,976	8,400	170,376	141,545	28,831	0	0
9	Pending	Foundations	16,129		16,129	0	0	0	16,129
10	Pamponio Construction, Inc.	Masonry	682,000		682,000	0	0	0	682,000
10	Pending	Masonry	37,500		37,500	0	0	0	37,500
11	Utica Steel Inc.	Structural Steel	1,738,796		1,738,796	736,720	571,945	145,407	284,723
11	Pending	Structural Steel	0	4,399	4,399	0	0	0	4,399
12	Lutz Roofing Co., Inc.	Roofing	157,600		157,600	0	0	0	157,600
12	Pending	Roofing	20,822	750	21,572	0	0	0	21,572
13	Lutz Roofing Co., Inc.	Siding & Canopies	38,005		38,005	0	0	0	38,005
13	Pending	Siding & Canopies	11,195		11,195	0	0	0	11,195
14	K&W Concrete Construction	Interior Concrete	336,016		336,016	0	0	0	336,016
14	Pending	Interior Concrete	15,741	11,808	27,549	0	0	0	27,549
15	Signature Glass, Inc.	Glass & Glazing	569,143		569,143	0	0	0	569,143
15	Pending	Glass & Glazing	12,851	22,200	35,051	0	0	0	35,051
16	Dexterly Construction Co., Inc.	Carpentry - Exterior	354,740		354,740	76,500	135,000	23,500	119,740
16	Pending	Carpentry - Exterior	43,475	30,121	73,596	0	0	0	73,596
17	Pending	Carpentry - Interior	866,758	(11,648)	855,110	0	0	0	855,110
18	Pending	Millwork Allowance - Base Allow.	11,000		11,000	0	0	0	11,000
18	Pending	Millwork Allowance - TI Allow.	107,000		107,000	0	0	0	107,000
19	Pending	Acoustical Allowance	255,710		255,710	0	0	0	255,710

20	Pending	Painting	117,340	(2,982)	114,358	0	0	0	114,358
21	Pending	Hard Surface Tile Allow.	210,510	(55,000)	155,510	0	0	0	155,510
22	Pending	Carpet & VCT - Base Allow.	57,000		57,000	0	0	0	57,000
22	Pending	Carpet & VCT - TI Allow.	374,636	2,600	377,436	0	0	0	377,436
32	Allor Mechanical, Inc.	Plumbing	352,575	20,340	372,915	35,182	18,361	5,949	313,423
32	Pending	Plumbing	0	80,910	80,910	0	0	0	80,910
24	System Corporation	HVAC	1,321,000		1,321,000	23,400	0	2,600	1,295,000
24	Pending	HVAC	0	67,800	67,800	0	0	0	67,800
25	Electrical Power & Design	Electrical	780,000		780,000	9,450	18,000	3,050	749,500
25	Pending	Electrical	0	79,479	79,479	0	0	0	79,479
26	Pending	UPS System Allowance	120,000	(120,000)	0	0	0	0	0
27	Pending	BMS Allowance	30,000	(30,000)	0	0	0	0	0
28	Pending	Walker Duct Allowance	33,750	(33,750)	0	0	0	0	0
29	Electrical Power & Design	Generator Allowance	134,000		134,000	0	0	0	134,000
29	Pending	Generator Allowance	42,000		42,000	0	0	0	42,000
30	Three Towers Fire Protection Group	Fire Protection	252,260		252,260	23,850	0	2,550	225,760
30	Pending	Fire Protection	12,500	11,500	24,000	0	0	0	24,000
31	Otis Elevator	Specialty Items	143,500		143,500	6,630	0	959	133,911
31	Pending	Specialty Items	114,400	(25,400)	89,000	0	0	0	89,000
32	Pending	Folding Partition Allowance	26,000		26,000	0	0	0	26,000
33	MWB Contracting, Inc.	Weather Conditions	0	14,733	14,733	4,563	8,697	1,473	0
33	Pending	Weather Conditions	100,000	(14,733)	85,267	0	0	0	85,267
34	Pending	Contingency	393,646	(91,846)	301,800	0	0	0	301,800
TOTALS			13,582,341	63,883	13,646,224	1,436,436	1,180,645	268,875	10,758,268

(NOTE: SOME COLUMNS ARE NOT APPLICABLE TO ALL PERSONS LISTED.)

The contractor has not procured materials from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth.

I make this statement as the contractor for the purpose to represent to the Owner or Lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth in this statement and except for claims of construction liens by inheritors which may be provided under Section 109 of the Construction Lien Act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER OR LESSEE: AN OWNER OR LESSEE OF THE PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

ON RECEIPT OF THIS SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCLUDED UNDER SECTION 109 OR 109A, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER NAMED IN THE SWORN STATEMENT, IF A SUBCONTRACTOR, SUPPLIER OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR WHO IS NAMED IN THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

Date: 5/29/2007


Deponent

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.31110.

Subscribed and sworn to before me this 29th day of June, 2007.


Notary Public John Packovich Oakland County, Michigan

My Commission Expires: 09/11/11

PARTIAL UNCONDITIONAL WAIVER OF LIEN

06/20/2007

Subcontractor Agreement No. 06001-0015

Known all persons by these presents, that the undersigned is duly authorized by:

Gingell Excavating Inc

I/We have a contract with Cunningham-Limp Company to provide work for the improvement to the property described as:

Ryder Headquarters
39550 13 Mile Rd
Novi MI 48377

and hereby waive my/our construction lien rights, rights against any payment, bonds, and claims arising from the improvement, in the amount of \$157,272.50 for labor/material provided through 05/24/2007.

This waiver, together with all previous waivers, if any, (circle one) DOES/ DOES NOT cover all amounts due to me/us for contract improvement provided through the date shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me / one of us or if I / we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me / one of us, the owner, lessee, or designee may not rely upon it without contacting me / one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Gingell Excavating Inc
3162 Hadley

Metamora, MI 48455
(810) 797-5256

Name: Fred L. Duggan
Signature

Title: President

Date: 6-26-07

PARTIAL UNCONDITIONAL WAIVER OF LIEN

JUL 10 2007

06/20/2007

Subcontractor Agreement No. 06001-0008

Known all persons by these presents, that the undersigned is duly authorized by:

MWB Contracting Inc

I/We have a contract with Cunningham-Limp Company to provide work for the improvement to the property described as:

Ryder Headquarters
39550 13 Mile Rd
Novi MI 48377

and hereby waive my/our construction lien rights, rights against any payment, bonds, and claims arising from the improvement, in the amount of \$238,275.87 for labor/material provided through 05/31/2007.

This waiver, together with all previous waivers, if any, (circle one) DOES/ DOES NOT cover all amounts due to me/us for contract improvement provided through the date shown above.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me / one of us or if I / we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me / one of us, the owner, lessee, or designee may not rely upon it without contacting me / one of us, either in writing, by telephone, or personally, to verify that it is authentic.

MWB Contracting Inc
8457 Andersonville
Suite J
Clarkston, MI 48346
(248) 625-8091

Name: *[Signature]*
Signature

Title: *Asst*

Date: *6-27-07*

November 28, 2007

30903 Northwestern Highway
P.O. Box 3040
Farmington Hills, MI 48333-3040
Tel: 248-851-9500
Fax: 248-851-2158
www.secretwardle.com

Rob Hayes, City Engineer
CITY OF NOVI
45175 West Ten Mile Road
Novi, Michigan 48375-3024

Elizabeth M. Kudla
Direct: 248-539-2846
bkudla@secretwardle.com

**Re: Ryder Property
Utilities Review for Acceptance
Our File No. 660118.NOV1**

Dear Mr. Hayes:

We have received and reviewed, and enclosed please find, the following documents regarding the Ryder Property:

- Sanitary Sewer Easement
- Water Main Easement
- Bill of Sale
- Title Insurance
- Maintenance and Guarantee Bond
- Declaration of Easements, Covenants, Conditions, and Restrictions (Seeley Drain)
- Storm Drainage Facility Maintenance Easement Agreement
- Warranty Deed for Cabot Road Right of Way

We have the following comments relating to the above named documents:

NEG/EE Partners, LLC seeks to convey the sanitary sewer and water system facilities and corresponding easements to operate, maintain, repair and replace the facilities over, upon and through the subject property in Section 1 of the City, to the City of Novi. Our office has reviewed and approved the format and language of the Sanitary Sewer and Water Main Easements and the corresponding Bill of Sale. Subject to Engineering approval of the exhibits, they are ready for acceptance.

We also approve the Storm Drainage Facility Maintenance Easement Agreement in the enclosed format. It is our understanding Engineering has reviewed and approved the attached Exhibits.

PNC Bank, the mortgagee of the subject property, has provided an appropriate Consent documents that we have attached to the Sanitary Sewer and

Rob Hayes, City Engineer
November 28, 2007
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Water Main Easements, Storm Drainage Facility Maintenance Agreement, and Declaration of Covenants, Conditions, and Restrictions for recording.

The Declaration which essentially is a storm sewer easement agreement providing storm water and surface drainage to flow over the subject property to drain into the Seeley Drain also provides the City and County and easement to enter onto the property to service the Seeley Drain. Subject to engineering approval of the exhibits, the terms of the easement are satisfactory for the named purpose.

A Cross Access Easement has been prepared by our office and executed by the property owner; however, it must also be executed by the adjacent property owner. We have spoken to the adjacent property owner. Because their site is not planned for development, and they are not certain what type of impact the Cross Access will have on it, they are not comfortable at this time, signing the easement. We will follow-up with providing the additional information they have requested. We are recommending approval of the Cross Access Easement at this time with the understanding that revisions may be required based on continuing discussions with the adjacent property owner and that NEG/EE Partners LLC will cooperate in a reasonable manner to finalize the Cross Access Easement. A copy of the easement has been enclosed.

A Warranty Deed for Cabot Drive has been provided and is in an acceptable format to complete acceptance. A copy has been enclosed.

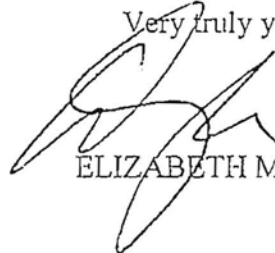
Except for the Warranty Deed, which I will forward upon receipt, and the Cross Access Easement which we will hold in escrow, all original documents are enclosed with the City Clerk's copy of this report. Once the facilities and corresponding easement are approved and accepted by *Affidavit of the City Engineer*, the original Water and Sanitary Sewer Easements, and the Declaration should be recorded with the Oakland County Register of Deeds. The Bill of Sale, Maintenance and Guarantee Bond, and the Title Insurance should be maintained in the City's file.

Because the Storm Drainage Facility Maintenance Easement Agreement requires approval by City Council, it may be placed on an upcoming City Council Agenda for approval. Once approved by City Council and signed by the Mayor, the City Clerk's Office should record it with Oakland County.

Rob Hayes, City Engineer
November 28, 2007
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Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly yours,



ELIZABETH M. KUDLA

EMK
Enclosures

- C: Maryanne Cornelius, Clerk (w/ Original Enclosures)
- Marina Neumaier, Assistant Finance Director (w/ Enclosures)
- Aaron Staup, Construction Engineering Coordinator (w/ Enclosures)
- Dave Bluhm, Spalding DeDecker (w/Enclosures)
- Sarah Marchioni, Building Department (w/ Enclosures)
- Matthew S. Sosin, Northern Equities Group (w/Enclosures)
- Julie A. Chalmers, Northern Equities Group (w/ Enclosures)
- Thomas R. Schultz, Esquire (w/ Enclosures)

MEMORANDUM



TO: CLAY PEARSON, CITY MANAGER
FROM: ROB HAYES, CITY ENGINEER
SUBJECT: HAGGERTY CORRIDOR CORPORATE PARK II
CABOT AND MACKENZIE DRIVES
DATE: APRIL 23, 2008

4/24/08

To: Mayor and City Council Members

For future consideration

[Handwritten signature]

The developer of the Haggerty Corridor Corporate Park II site, Northern Equities Group, has requested that City Council consider accepting streets in the development once they are constructed this summer (Matt Sosin's March 25, 2008 letter, attached). The two streets in question will be paved with concrete, and include the extension of Cabot Drive north of Thirteen Mile and Mackenzie Drive as shown on the attached map. Specifically, Mr. Sosin would like Council to entertain the idea of accepting the streets this year by waiving the requirement in Chapter 26.5 of the Code of Ordinances that calls for the site to first be 90% built-out before considering acceptance. Section 26.5-33(2)d requires:

d. Acceptance of the streets that are to be public shall be accomplished by resolution of city council as and when determined by the city, in its sole discretion, to be appropriate pursuant to the requirements and provisions of this chapter and other applicable provisions or sections of this Code, but not before ninety (90) percent of the building permits have been issued, or four (4) years after the initial paving has been installed, whichever occurs first; provided, however, that in unusual circumstances presenting a substantial hardship to the applicant (such as commencement of a development before the effective date of this provision), council may accept the streets before either such event has occurred, but in such case shall require a site restoration guarantee for the purposes set forth in section 26.5-3-4, and to guarantee the physical integrity of the roads to be accepted in light of continuing construction activity. The amount of the guarantee shall be established by the city engineer in an amount to be determined on the basis of the number of buildings remaining to be constructed, an estimate of time for completion and expected acceptance of the remaining site improvements, and other factors specific to the development at issue.

Mr. Sosin's main argument is that because Cabot and Mackenzie will be classified as collector streets, they would provide a greater public benefit than local or minor streets. Also, he correctly asserts that Cabot Drive and Lewis Drive in Phase I (south of Thirteen Mile) were accepted upon construction completion and before any Phase I building permits were issued. Finally, he claims that maintaining the new streets until the build-out threshold is reached would pose a hardship. X

While both Cabot and MacKenzie Drives will be non-residential collectors, it is important to note that until Cabot is eventually extended north to Fourteen Mile Road, Cabot and MacKenzie will primarily benefit the tenant businesses in Phase II. The rationale for imposing the 90% built-out requirement is to protect the structural integrity of the streets during the bulk of building site construction within the development; therefore, the developer would be responsible for maintaining the streets until they are dedicated to the City.

Council may choose to require Northern Equities to comply with the requirements of Chapter 26.5 or, if it deems that a substantial maintenance-related hardship would be imposed on the developer, Council may opt to consider early acceptance of the streets and require that a site restoration guarantee be posted to cover the cost of repairing any subsequent damage to the streets during build-out. You may recall that a similar course of action was selected for collector streets in Beck North Corporate Park II in April 2007 (see attached minutes). *

Please contact me if you need any additional information on Mr. Sosin's request or the background information I have provided.

cc: Marina Neumaier, Finance Department
Benny McCusker, Public Works Director
Aaron Staup, Construction Engineering Coordinator



NORTHERN
EQUITIES
GROUP

39000 COUNTRY CLUB DRIVE
FARMINGTON HILLS, MI 48331
(248) 848-6400 FAX (248) 648-6700

March 25, 2008

Mr. Rob Hayes
City Engineer
45175 West 10 Mile Road
Novi, Michigan 48375

Re: Dedication of Cabot and McKenzie Drives

Dear Rob:

Thank you for meeting with me on March 11, 2008, regarding the dedication of Cabot and McKenzie Drives, both north of 13 Mile Road. As you know, we are nearing completion of these two new roads. They will open up the second phase of the Haggerty Corridor Corporate Park for development, bringing not only the same high level of tenants as in the first phase, but also property tax dollars to the City.

As we discussed, currently, Section 26.5 of the City's ordinances, requires that, among other things, in order for any road in the City to be dedicated, the frontage along the road must be 90% built-out or 4 years after the initial paving. It should be noted that for the first phase of the Park, it was opposite; we could not get building permits UNTIL we dedicated the road.

The ordinance does not differentiate between a road a developer installs to maximize the developable acreage (ie, a road with questionable public benefit), and, as in our case, a Major Collector Road. Cabot and McKenzie both have that designation. The City has already decided these two roads have a significant public benefit and therefore, they should be accepted once it is completed as site plan approved. Northern Equities Group is not equipped to maintain a road in the manner that a City does and it is therefore a significant hardship (not to mention a public safety issue) to require us to maintain the road once it is complete.

One of the concerns you raised at the meeting concerned construction traffic on the road while the Park is built out. I mentioned that the first phase of Cabot Drive, south of 13 Mile, was completed in 2000, over 8 years ago (twice as long as the 4 year requirement in the current ordinance). In that time, I am aware of no major (or even minor) road work that has been performed on the road and, in my opinion, does not look that much different than the day we paved. Furthermore, the first phase was constructed using a different road profile; the City at that time did not require a gravel base. It should also be noted that we are using the same paving contractor to perform the work this spring as in 2000. We, as

REAL ESTATE DEVELOPMENT,
CONSTRUCTION AND INVESTMENT

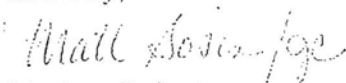
owners of just about every building in the Park, are constantly monitoring all of the construction, making sure curbs are protected, that the road is not abused. We have a commitment to our tenants that the Park will always be maintained in a first class manner. As such, we make sure that the infrastructure, while technically not owned by us, is treated as such by our contractors and employees.

As we discussed, I am sure that we can come up with a system to monitor the roads condition until the 90% or 4 years would have been achieved. As we all know, there is normal wear and tear to contend with, but I am sure we can come up with something. An annual spring inspection was one idea we discussed.

To summarize, the ordinance, because it does not address the different types of roads, unduly burdens Northern Equities Group by forcing it to perform public-type functions on a Major Collector Road. That very designation shows the importance placed upon the roads as a public benefit and as a public safety issue. I would like to start the process of dedication for Cabot and McKenzie this summer, upon completion of the paving. I believe we can arrive at a reasonable solution for both parties.

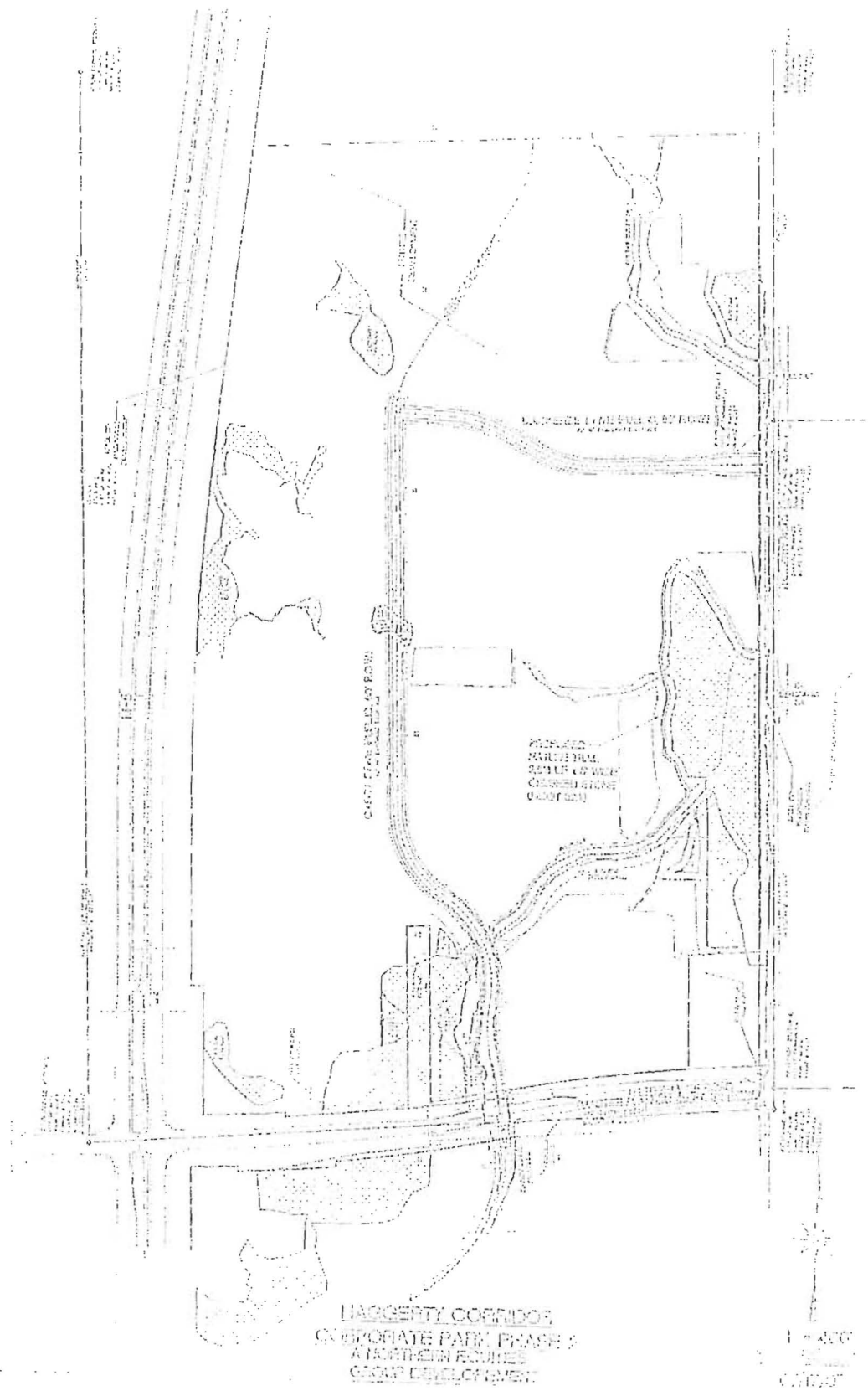
Please call me if you have any questions. Thanks again for your attention to this matter.

Sincerely,



Matthew S. Sosin
President

cc: Aaron Staup - Construction Engineering Coordinator



HAGGERTY CORRIDOR
CORPORATE PARK, PHASE 2
A PORTFOLIO OF BUSINESS
GROWTH DEVELOPMENT

1" = 400'
N