

THE VILLAGE OF ROCHESTER HILLS TENANT CONTRACTOR PROCEDURES

The following guidelines were prepared to provide the contractor with an understanding of the requirements for constructing the tenant's store at The Village of Rochester Hills. These guidelines consist of do's and don'ts with the main emphasis on communication.

I. CONTACT LIST

It is imperative that the contractor maintain open and clear communication with the Landlord's representatives while the store is under construction. We do not like surprises. If in doubt, ask. We will be more than glad to help you.

A. LANDLORD'S REPRESENTATIVE

(Plan Approval)
Mr. Jeffrey P. Thompson – President
Robert B. Aikens & Associates, L.L.C.
350 N. Old Woodward Ave., Suite 300
Birmingham, MI 48009
(248) 283-2383 PH
(248) 283-1150 FX
Thompson@rbaikens.com

(Onsite Tenant Coordination)
Mr. Ed Hunt – Operations Manager
The Village of Rochester Hills
104 N. Adams Road
Rochester Hills, MI 48309
(248) 321-1786 Cell
(248) 841-9000 FX
hunt@rbaikens.com

B. BUILDING DEPARTMENT

(Building and Structure)
Mr. Jay Fakhoury
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2430 PH

(Mechanical)
Mr. Ron Walker
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2434 PH

(Plumbing)
Mr. Ron Dreher
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2447

(Fire Marshall)
Mr. Todd Gary – Deputy Fire Chief
Rochester Hills Fire Department
1111 Horizon Court
Rochester Hills, MI 48309
(248) 656-4650 PH

C. UTILITIES

(Water and Sewer)
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 656-4685 PH

(Electricity)
The Village of Rochester Hills
350 N. Old Woodward Ave., Suite 300
Birmingham, MI 48009
(248) 283-1071 PH

(Telephone Service)
SBC Business
(800) 660-3000 PH

(Gas Meter Set)
Consumers Energy
1030 Featherstone Road
Pontiac, MI 48342
(800) 477-5050 PH

D. PRESCRIBED MATERIALS AND CONTACTS

(Shouldice Designer Stone)

Mr. Jerry Reed
Best Block Company
14210 W. Chicago
Detroit, MI 48228
(313) 933-8676 PH
(313) 933-6682 FX
(248) 521-6682 Cell

(Panel Brick)

Rosewood by Glen Gary
Mr. Scott Reyes
Williams Panel Brick
20549 Seminole
Redford, MI 48240
(313) 538-6633 PH
(313) 538-8224 FX

(Roofer)

Mr. George Cook
CEI Roofing, Inc.
2140 Industrial Drive
Howell, MI 48843
(517) 548-0034 PH
(517) 548-0182 FX

Mr. Dan Vance – Estimator/Project Manager

Lutz Roofing
4721 22 Mile Road
Shelby Township, MI 48317
(586) 739-1148 PH
(586) 739-7678 FX

Mr. Todd Sumners

Eagle Roofing & Sheet Metal, L.L.C.
2238 Star Court
Rochester Hills, MI 48309
(248) 853-4078 PH
(248) 853-0318 FX

(Fire Protection)
Mr. Joseph Majinska
American Fire Protection
4616 N. Grand River
Lansing, MI 48906
(517) 321-1145 PH
(517) 321-1130 FX

Mr. Dwayne Roi
Tri-Star Fire Protection, Inc.
47810 Galleon Drive
Plymouth, MI 48170
(734) 454-1350 PH
(734) 454-1351 FX

(Fire Alarm)
Mr. Jeff Fulton
National Time & Signal Corporation
28045 Oakland Oaks Court
Wixom, MI 48393
(248) 380-6264 PH
(248) 380-6268 FX
(248) 640-3001 Cell
jfulton@natsco.com

II. PRIOR TO OCCUPATION OF PREMISES

The tenant contractor must arrange to meet with the tenant coordinator to discuss the details of the project at least three (3) days prior to the start of construction. The contractor shall supply the Landlord's representative with the following:

1. Contractor's certificate of insurance with minimum coverage as listed in the sample form attached. (See Exhibit 1.) The Village of Rochester Hills, Robert B. Aikens & Associates, L.L.C. and its agents and employees, The Robert B. Aikens Revocable Trust U/A/D 4/8/91 as amended, The Ann S. Aikens Revocable Trust U/A/D 4/8/91 as amended, Robert B. and Ann S. Aikens must be listed as additional insured.
2. Proof of builder's risk insurance.
3. Notice of Commencement in the format attached with proof of the document having been submitted to the Oakland County Register of Deeds for recording. (See Exhibit 2.)
4. Copy of the building permit issued by the City of Rochester Hills.
5. A letter of understanding signed and dated by the general contractor including acceptance of tenant contractor rules. (See Exhibit 3.)
6. A construction schedule listing the actual commencement date of construction.

7. Estimated date of completion, list of proposed subcontractors and the store opening date.
8. Security deposit check in the amount of \$1,000.00 payable to Meadowbrook Associates, L.L.C.

III. PROCEDURES DURING CONSTRUCTION

The premises will be inspected periodically by a Landlord representative for compliance with Landlord's requirements as set forth in the Lease Agreement and in accordance with the Landlord approved working drawings. Any unauthorized construction will be corrected at the contractor's expense. The tenant's contractor shall maintain (in tenant space) at all times during the tenant's construction of the premises a set of tenant working drawings in good condition bearing the Landlord's stamp of approval.

1. PARKING

The shopping center has designated construction parking spaces (Exhibit 6). All workers shall park their vehicle in the construction spaces. Vehicles not complying will be fined or towed at the expense of the general contractor (see Fine Schedule, Exhibit 3).

2. ELECTRICITY

The contractor shall make arrangements with the mall representatives to provide permanent power as soon as possible after the start of construction. Should the contractor require temporary electrical facilities, these will be made available at a point reasonably near the tenant space. The charge for use is \$0.10/sf (minimum \$100.00/mo) until permanent metered power is installed. The contractor shall not use any common area outlets for power without prior approval by the Landlord's representatives.

3. BARRICADES

Tenant's contractor shall, before commencement of any construction, erect a full height temporary barricade at the storefront. All barricade work shall be performed during non-business hours of the shopping center and all dust and debris shall be mopped up before shopping center hours. Barricades may extend onto sidewalk no more than 3'-0" to allow for storefront construction. All barricades must be taped, floated, painted and be made completely dust proof by being lined with polyethylene. Doors will be allowed only in the tenant spaces without rear service doors. Barricade doors shall be kept closed at all times by an operating door closer. Barricade doors may not open out into pedestrian traffic patterns. Barricades can be dismantled or relocated only with the prior approval of the tenant coordinator. It shall be the Landlord's sole

discretion as to when the tenant space is complete as it relates to public safety, dust, noise or odor control and general appearance to permit removal of the barricade. When barricades are removed, the tenant's contractor will remove the barricades from the site and dispose of at contractor's expense.

The contractor is not allowed to post any company name or signs on the barricade in the common area. The contractor shall post all signage as required by the Landlord for public safety, general warning or space identification.

4. **NOISE AND OTHER DISTURBANCES**

The contractor may perform construction which is "noisy", causes offensive odor, or is outside of the tenant space only at times when the Village is not open for business. This would include jack hammering, saw cutting, core drilling, painting, etc. The Landlord representative reserves the right to call an immediate halt to any excessively noisy or offensive work being done which is disruptive to the normal operation of the adjacent tenants and/or the Village. All tenant contractors will be required to take extraordinary precautions to protect the Landlord's facilities adjacent to the tenant spaces and especially the public. Tenant contractor will use pliable rubber wheeled vehicles and equipment, ramps over wires, safety walkways and nets, hard hats, stanchions, etc. The contractor is responsible to replace and/or repair anything damaged by their work in an adjacent tenant store or street. Such damage may include ceiling tiles, wall covering, glass or mirrors, merchandise, utilities, landscaping, etc.

5. **DELIVERIES**

All supplies necessary for construction, fixturing, or merchandising should be delivered through the truck delivery areas and through the service doors. Deliveries must be completed one-half hour before the Village opens in the morning. THERE WILL BE NO EXCEPTIONS TO THIS RULE. No deliveries shall be permitted from "Main Street".

6. **TENANT IMPROVEMENTS AND STORAGE**

All work on tenant premises shall be performed within the limits of tenant's premises except that work required constructing the tenant storefront. All materials shall be stored in the subject tenant's space. No materials or debris may be placed in the adjacent sidewalks, streets, service areas or other tenant spaces without prior written approval by the Landlord representative.

7. **TRASH**

During the initial construction, fixturing and merchandise stocking or tenant's premises, Landlord shall provide trash removal service at area designated by Landlord. It shall be the responsibility of tenant and tenant's contractors to remove all trash and debris from the premises on a daily basis and to break down all boxes and place all such trash and debris in the containers supplied for that purpose by Landlord. Tenant shall reimburse Landlord at a rate of \$0.35 per square foot of premises, or a minimum charge of ONE HUNDRED NINETY DOLLARS & 00/100 (\$190.00), whichever is greater. The tenant shall be charged for this service during the period of construction, fixturing and merchandise stocking whether this service is used or not. In the event tenant's trash is allowed to accumulate for a 24-hour period or longer within tenant's premises or in the exterior areas adjacent to the premises, Landlord shall remove tenant's or tenant's contractors' trash at a charge of 1.5 times Landlord's cost.

8. **INTERRUPTION OF UTILITIES AND SERVICES**

The center management must be notified at least 72 hours prior to any modification to utility services which will temporarily interrupt the services of other tenants or to the mall.

9. **SECURITY – SPACE AND EQUIPMENT SECURITY**

The Village is not responsible for the security of contractors' tools and/or equipment. The tenant space should be locked when unoccupied by a representative of the contractor or tenant. The Village will not keep any tenant/contractor keys.

SPECIAL

Should the contractor need to work in an adjacent space the contractor shall be responsible to coordinate with that tenant any security requirements to protect that tenant's merchandise and make the Landlord representative aware of same.

10. **FIRE PROTECTION**

Use only mall approved sprinkler contractors as follows:

Mr. Joseph Majinska
American Fire Protection
4616 N. Grand River
Lansing, MI 48906
(517) 321-1145 PH

(517) 321-1130 FX

Mr. Dwayne Roi
Tri-Star Fire Protection, Inc.
47810 Galleon Drive
Plymouth, MI 48170
(734) 454-7950 PH
(734) 651-1697 FX

The contractor must notify the tenant coordinator at least 48 hours in advance of making any modification to the existing sprinkler system which will affect the shopping center's system. No sprinkler system will be left drained overnight. All systems will be charged and operational when the workers leave for the night. The contractor shall contact the Landlord representative for the sprinkler shop drawings submissions procedure. Shop drawings are to be approved, stamped and delivered to the Landlord representative prior to the start of any work.

11. **FIRE ALARM**

Tenant sprinkler flow switch and HVAC smoke detectors are to be monitored by the project fire alarm system. See tenant information package for details. All work is to be performed by Landlord's fire alarm contractor as follows:

Mr. Jeff Fulton
National Time & Signal Corporation
28045 Oakland Oaks Court
Wixom, MI 48393
(248) 380-6264 PH
(248) 380-6268 FX
(248) 640-3001 Cell
jfulton@natsco.com

12. **WELDING**

It is the responsibility of the contractor to contact the Landlord representative prior to the start of any welding. No welding is to be performed while the fire sprinkler system for a tenant space is inoperative. Tenant contractor will obtain a permit from the tenant coordinator prior to any welding or burning operation.

13. **MODIFICATIONS OF EXISTING BUILDING**

ROOF PENETRATIONS

To maintain the terms of the roof warranty, the Village roofing contractors are the only parties authorized to cut or penetrate the roof membrane.

CEI Roofing, Inc.
2140 Industrial Drive
Howell, MI 48843
(517) 548-0039 PH
(517) 548-0182 FX

Mr. Dan Vance – Estimator/Project Manager
Lutz Roofing
4721 22 Mile Road
Shelby Township, MI 48317
(586) 739-1148 PH
(586) 739-7678 FX

Mr. Todd Sumners
Eagle Roofing & Sheet Metal, L.L.C.
2238 Star Court
Rochester Hills, MI 48309
(248) 853-4078 PH
(248) 853-0318 FX

Unit prices for this work will be made available upon request. The contractor should notify the Landlord representative at least two (2) weeks prior to needing the roof cut. No roof penetrations will be allowed without written approval from the Landlord's representatives and must be shown on approved tenant plans. For roof modification guidelines, go to www.villageofrochesterhills.com/pdf/roofmodificationguideline.pdf.

14. STRUCTURAL, PLUMBING, ELECTRICAL OR HVAC REVISIONS

In the event that the tenant's store design requires a revision or modification to these existing systems, the tenant's contractor shall request written approval to change these systems from the Landlord's representative.

Ordinances of the City of Rochester Hills limit construction work hours to 7:00 a.m. to 8:00 p.m. Monday through Saturday. No Sunday work is permitted. This is monitored very closely by the City.

Please be reminded that the Landlord's representatives will make periodic, unannounced inspections of the space and may stop any work which is in violation, in the opinion of the Landlord's representative, of

the Lease requirements or of the Landlord's approved working drawings or of OSHA standards.

Failure to comply with these procedures for contractors can result in the removal of the contractor from the project and the shopping center.

III. CONSTRUCTION COMPLETION

Upon construction completion the contractor must contact the Landlord representative for a final inspection and a punchlist. Also, prior to the release of the contractor's security deposit, there are a number of documents which must be submitted to the Landlord. A listing of these is summarized as follows:

1. Completion of all work satisfactory to the Landlord's representative as outlined in the Landlord's punchlist.
2. Submission of warranties.
 - a. General Contractor (1 year minimum).
 - b. Roofing Contractor (proof of required notification of roof membrane manufacturer).
 - c. Mechanical Contractor (1 year minimum).
 - d. Manufacturer's warranty of HVAC equipment (5 year compressor).
 - e. Electrical Contractor (1 year minimum).
3. Submission of two (2) copies of required shop drawings.
 - a. Electrical panels, switchgear and transformers (manufacturer's cut sheets).
 - b. HVAC equipment (manufacturer's cut sheets).
 - c. Plumbing fixtures (manufacturer's cut sheets).
 - d. Approved storefront sign shop drawings.
 - e. Structural steel and miscellaneous shop drawings (if any).
4. Submission of two (2) redlined copies of Landlord's approved construction drawings reflecting as built conditions signed and dated by general contractor and Landlord's tenant coordinator.
5. Certification of non-asbestos containing material use (see attached).
6. Certification of non-combustible wood use (see attached).
7. Payment of all outstanding charges for utility use and shut downs and trash removal.
8. Payment of all outstanding fines imposed during construction for Village rules violations.
9. Copy of final Certificate of Occupancy from the City of Rochester Hills.

EXHIBITS

1. Certificate of Insurance sample.
2. Notice of Commencement.
- A. Legal description sample.
3. Contractors' letter of acceptance with contractors rules/fine schedule.
4. Contractor list.
5. Security deposit receipt.
6. Tenant Contractor Parking Map.
7. Tenant Warranty Form.
8. Certificate of non-asbestos containing material use.
9. Certificate of non-combustible wood use.

ACORD® CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER:
EXHIBIT 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED:	COMPANY LETTER	A
	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
	COMPANY LETTER	E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
X	COMMERCIAL GENERAL LIABILITY Claims made X Occur Owner & Contractor Prot				PRODUCTS-COMP/OP AGG. \$ 2,000,000
					PERSONAL & ADV. INJURY \$ 1,000,000
					EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MEDICAL EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO <input type="checkbox"/>				BODILY INJURY (Per accident) \$ 500,000
	ALL OWNED AUTOS <input type="checkbox"/>				BODILY INJURY (Per accident) \$ 1,000,000
X	SCHEDULED AUTOS <input checked="" type="checkbox"/>				PROPERTY DAMAGE \$ 100,000
X	HIRED AUTOS <input checked="" type="checkbox"/>				EACH OCCURRENCE \$
X	NON-OWNED AUTOS <input checked="" type="checkbox"/>				AGGREGATE \$
	GARAGE LIABILITY <input type="checkbox"/>				STATUTORY LIMITS
	EXCESS LIABILITY				EACH ACCIDENT \$ 100,000
	UMBRELLA FORM				DISEASE-POLICY LIMIT \$ 500,000
	OTHER THAN UMBRELLA FORM				DISEASE-EACH EMPLOYEE \$ 100,000
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				

SAMPLE

Builders' Risk \$(Coverage Amount)
Deductible \$(amount)
Policy written on Special Form

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate Holder is listed Additional Insured with respects to General Liability, as their interest may appear, for work performed at 60 - 394 Adams Road, Rochester, MI. Certificate Holder is also listed "Landlord" with respects to Builders' Risk Coverage.

CERTIFICATE HOLDER

Meadowbrook Associates, LLC; The Village of Rochester Hills; Robert B. Aikens & Associates, LLC and its agents and employees, The Robert B. Aikens Revocable Trust U/A/D 4/8/91 as amended; The Ann S. Aikens Revocable Trust U/A/D 4/8/91 as amended; Robert B. Aikens and Ann S. Aikens
350 N. Old Woodward Ave., Suite 300
Birmingham, MI 48009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

EXHIBIT 2

NOTICE OF COMMENCEMENT (ALL PROJECTS EXCEPT RESIDENTIAL STRUCTURES)

(THIS NOTICE IS REQUIRED BY THE MICHIGAN CONSTRUCTION LIEN ACT, PUBLIC ACT 497 OF 1980 AS AMENDED - FOR ALL PROJECTS INVOLVING OTHER THAN RESIDENTIAL STRUCTURES)

TO LIEN CLAIMANTS AND SUBSEQUENT PURCHASERS:

Take notice that work is about to commence on an improvement to the real property described in this instrument. A person having a construction lien may preserve the lien by providing a notice of furnishing to the above named designee and the general contractor, if any, and by timely recording a Claim of Lien, in accordance with the law.

A person having a construction lien arising by virtue of work performed on this improvement should refer to the name of the owner or lessee and the legal description appearing in this notice. A person subsequently acquiring an interest in the land described is not required to be named in a Claim of Lien.

A copy of this notice with an attached form for Notice of Furnishing may be obtained upon making a written request by certified mail to the above named owner or lessee; the designee; or the person with whom you have contracted.

The following information is provided relative to the construction project for your assistance:

1. Legal Description of the real property on which the project improvements will be located:

SEE EXHIBIT "A" ATTACHED.

2. Lessee contracting for the improvements:

Name: _____

Address: _____

Capacity: _____

3. Title Owner (fee simple) of the property if the person named in 2 above does not own title:

Name: Meadowbrook Associates, L.L.C.

Address: 350 N. Old Woodward Ave., Suite 300

Birmingham, MI 48009

4. Designee, the person to receive all notices or instruments required by the construction lien law:

Name: _____

Company: _____

Address: _____

5. General Contractor, the person who contracts to provide substantially all of the improvements of this project:

Name: _____

Company: _____

Address: _____

6. Person preparing this Notice of Commencement:

Name: _____

Company: _____

Address: _____

**THIS NOTICE OF COMMENCEMENT WILL EXPIRE ONE (1) YEAR AFTER RECORDING
UNLESS INDICATED OTHERWISE.**

Date
Person

Name of Contracting

Signature

STATE OF MICHIGAN }
 }
COUNTY OF: OAKLAND } SS.

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

Notary Public, _____
County, Michigan. My commission
Expires: _____.

EXHIBIT A

LEGAL DESCRIPTION
The Village of Rochester Hills

A PART OF THE SOUTHWEST 1/4 OF SECTION 8, T-3-N., R-11-E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N. 00°04'02" W., 8.10 FEET ALONG THE WEST LINE OF SAID SECTION 8; THENCE S. 89°52'17" E., 2.11 FEET TO A PROPERTY CONTROLLING CORNER AS ESTABLISHED IN LAND CORNER RECORDATION CERTIFICATE LIBER 6311, PAGE 700, OAKLAND COUNTY RECORDS; THENCE CONTINUING S. 89°52'17" E., 233.00 FEET; THENCE N. 00° 07' 00" W., 225.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N. 00° 07' 00" W., 8.00 FEET; THENCE S. 89°59'54" E., 14.50 FEET; THENCE N. 00° 07' 00" W., 160.00 FEET; THENCE N. 89°59'54" W., 187.50 FEET TO A POINT ON THE EASTERLY LINE OF ADAMS ROAD (VARIABLE WIDTH); THENCE N. 00° 07' 00" W., 1136.46 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE DUE EAST 289.81 FEET; THENCE DUE NORTH 55.66 FEET; THENCE DUE EAST 206.04 FEET; THENCE DUE SOUTH 131.65 FEET; THENCE DUE EAST 16.55 FEET; THENCE DUE SOUTH 100.00 FEET; THENCE DUE EAST 219.77 FEET TO A POINT ON A WESTERLY LINE OF "SHADOW WOODS SUB. NO. 1" AS RECORDED IN LIBER 160, PAGE 30 OF PLATS, OAKLAND COUNTY RECORDS; THENCE S. 05° 14' 49" E., 429.33 FEET ALONG THE PERIMETER OF SAID SUBDIVISION TO THE NORTHWEST CORNER OF "FOXBORO SUBDIVISION" AS RECORDED IN LIBER 163, PAGE 23 OF PLATS, OAKLAND COUNTY RECORDS; THENCE S. 05° 10' 35" E., (RECORDED AS S. 02° 48' 47" W.,) 871.02 FEET ALONG THE WESTERLY LINE OF SAID SUBDIVISION TO A POINT ON THE NORTHERLY LINE OF SAID WALTON BOULEVARD; THENCE N. 89° 52' 17" W., 409.03 FEET ALONG SAID RIGHT-OF-WAY LINE; THENCE N. 00° 07' 43" E., 165.00 FEET; THENCE N. 89° 52' 17" W., 265.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 23.379 ACRES.

TENANT IMPROVEMENTS ONLY FOR SPACE NO. _____

Initial

Landlord / Tenant

EXHIBIT 3

THE VILLAGE OF ROCHESTER HILLS SECURITY DEPOSIT FINE SCHEDULE

CONSTRUCTION OPERATIONS

Construction working hours are 7:00 a.m. to 8:00 p.m. Monday through Saturday. Special authorization from the Landlord and the Mayor of Rochester Hills is required for work to be performed outside of those hours.

SECURITY DEPOSIT

All tenant contractors will be required to place with the Landlord a security deposit of \$1,000.00. The check should be made out to Meadowbrook Associates, L.L.C. These monies will be held by the Landlord to insure that all tenant contractor rules are followed and all close out documentation is submitted. If all the rules are followed, then the monies will be returned promptly. If the tenant contractor does not comply with the rules, then that contractor will be fined in accordance with the following schedule:

* Failure to maintain Landlord approved plans on site (Plus required correction.)	\$ 100.00
* Failure to provide daily clean-up of adjacent common area. (Plus Landlord's cost to clean up.)	\$ 50.00
* Delivering material or fixtures through Main Street.	\$ 50.00
* Damage to the Village plus required correction.	\$ 250.00
* Failure to file for or pick up building permit.	\$ 100.00
* Alcoholic beverages, empty or full, on site. (Plus removal of contractor from job site.)	\$1,000.00
* Failure to work in a cooperative atmosphere with local trades.	\$ 100.00
* Parking outside contractor parking areas.	\$ 100.00

LETTER OF ACCEPTANCE

As contractor, I have read and understood fully the Tenant Contractor Procedures for The Village of Rochester Hills project including the Security Deposit Fine Schedule and will strictly adhere to them. Failure to comply with the rules set forth will result in fines described earlier.

I further understand that while working on this project, any specific questions or concerns regarding work within the store or the site should be directed to the Tenant Coordinator onsite.

Date: _____

Store Name: _____

Address: _____ Adams Road
Rochester Hills, MI 48309

Contractor Name: _____

Address: _____

Phone: _____

Signature: _____

Title: _____

EXHIBIT 4

THE VILLAGE OF ROCHESTER HILLS
CONTRACTOR LIST

SPACE # _____ TENANT _____

Type of Contractor	Name	Phone #	Contact
--------------------	------	---------	---------

GENERAL _____

CONCRETE _____

MASONRY _____

CARPENTRY _____

DRYWALL _____

CARPET _____

PAINTING _____

FIXTURES _____

SIGN _____

PLUMBING _____

HVAC _____

ELECTRICAL _____

EXHIBIT 5

THE VILLAGE OF ROCHESTER HILLS CONSTRUCTION SECURITY AND DAMAGE DEPOSIT

Deposit is required prior to commencement of the work. Fine Schedule is attached (see Exhibit 3). Contractor will be notified of any situation which must be corrected. If response is not forthcoming, a fine will be levied.

Make checks payable to Meadowbrook Associates, L.L.C.

Received: Check # _____ Dated _____
 Bank: _____

The security deposit will be released upon completion of the following:

1. Completion of all work satisfactory to the Landlord's representative as outlined in the Landlord's punchlist.
2. Submission of warranties.
 - a. General Contractor (1 year minimum).
 - b. Roofing Contractor (proof of required notification of roof membrane manufacturer).
 - c. Mechanical Contractor (1 year minimum).
 - d. Manufacturer's warranty of HVAC equipment (5 year compressor).
 - e. Electrical Contractor (1 year minimum).
3. Submission of two (2) copies of required shop drawings.
 - a. Electrical panels, switchgear and transformers (manufacturer's cut sheets).
 - b. HVAC equipment (manufacturer's cut sheets).
 - c. Plumbing fixtures (manufacturer's cut sheets).
 - d. Approved storefront sign shop drawings.
 - e. Structural steel and miscellaneous shop drawings (if any).
4. Submission of two (2) redlined copies of Landlord's approved construction drawings reflecting as built conditions signed and dated by general contractor and Landlord's tenant coordinator.
5. Certification of non-asbestos containing material use (see attached).
6. Certification of non-combustible wood use (see attached).
7. Payment of all outstanding charges for utility use and shut downs and trash removal.
8. Payment of all outstanding fines imposed during construction for Village rules violations.
9. Copy of final Certificate of Occupancy from the City of Rochester Hills.

EXHIBIT 7

THE VILLAGE OF ROCHESTER HILLS
TENANT WARRANTY FORM

SPACE # _____ TENANT _____

DATE _____

GENERAL CONTRACTOR _____

SUBCONTRACTOR _____

Know all men by these presents that, in consideration of my (our) having been awarded the contract for complete furnishing and installation of

_____ for the above referenced tenant space in conformity with the plans and specifications prepared by

Architect, of _____

we do hereby agree to return to the project within three (3) working days upon notification by the Owner that material and/or workmanship has been proven faulty and to repair, replace or otherwise make good to the full satisfaction of the Owner and/or Architect all such work without cost to the Owner.

This agreement shall remain in full force and effect until:

_____, 20 ____.

Signed _____
Subcontractor

By _____

Address _____

WITNESS:

Signed _____
General Contractor

By _____

EXHIBIT 8

CERTIFICATION OF
NON-ASBESTOS CONTAINING MATERIAL USE

_____, a licensed contractor
operating in Oakland County, Michigan, has performed the following work or
services in space number _____, for the tenant d/b/a _____
_____ at The Village of Rochester Hills in Rochester Hills, Michigan.

There were no asbestos containing materials utilized in the services or work
performed at this facility.

Contractor Signature

Date

Title

EXHIBIT 9

CERTIFICATION OF
NON-COMBUSTIBLE WOOD USE

_____, a licensed contractor
operating in Oakland County, Michigan, has performed the following work or
services at The Village of Rochester Hills in Rochester Hills, Michigan.

Space # _____, Store/Location _____

There was not any concealed combustible wood used in construction of this
space.

Contractor Signature

Date

Title

The following is a list of contractors who have expressed an interest in performing work on this project. The Developer makes no representations as to their ability to perform your work.

An additional source for contractors is:

Construction Association of Michigan
1625 S. Woodward Ave.
Bloomfield Hills, MI 48302
(248) 972-1000 PH
(248) 972-1001 FX
www.cam-online.com

GENERAL CONTRACTORS

Mr. Allen Fox – Project Manager
Acme Enterprises, Inc.
15701 Martin Road
Roseville, MI 48066
(586) 771-4800 PH
(586) 771-8659

Mr. Nigel Addison – Director of Business Development
The Bell Company
33341 Kelly Road
Fraser, MI 48026
(586) 296-9511 PH
(586) 296-2220 FX

Mr. John Hale, Jr.
EJH Construction
P.O. Box 530457
Livonia, MI 48153
(248) 478-1400 PH
(248) 478-3400 FX

Mr. Jim Hermanowski
Butcher & Baecker Construction Co., Inc.
3885 Industrial Drive
Rochester Hills, MI 48309
(248) 852-2323 PH
(248) 852-0987 FX

GENERAL CONTRACTORS (continued)

Mr. Mark Provenzano
Columbia Construction Services
14641 E. Warren
Detroit, MI 48215
(888) 888-2099 PH
(888) 888-8451 FX

Mr. Gregory Degenhardt – President
Degenhardt & Sons, Inc.
2610 Binbrooke Drive
Troy, MI 48084
(248) 642-0272 PH
(248) 642-7802 FX

Ms. Trish Todek
Interior Partnership Group, Inc.
1732 Crooks Road
Troy, MI 48084
(248) 244-9015 PH
(248) 244-8496 FX

Mr. Garry Servinsky – President
JD&M Building Co.
1830 Stephenson Highway, Suite A
Troy, MI 48083
(248) 689-6200 PH
(248) 689-6793 FX

Mr. Allen Fox – Director of Business Development
JR Fiore Construction, Inc.
43614 Elizabeth Street
Clinton Township, MI 48036
(586) 493-0500 PH
(586) 493-0501 FX

Mr. David Tremonti – Pre-Construction Services Manager
Oliver/Hatcher Construction & Development, Inc.
49668 Martin Drive
Wixom, MI 48393
(248) 669-4500 PH
(248) 624-7980 FX

GENERAL CONTRACTORS (continued)

Mr. Paul Blaue – Project Coordinator
RAS Builders
9747 W. Foster Avenue
Schiller Park, IL 60176
(847) 233-9200 PH
(847) 233-9227 FX

Mr. Ken Dawson – Director of Business Development
Barton Malow Company
26500 American Drive
Southfield, MI 48034
(248) 436-5000 PH
(248) 436-5001 FX

CONCRETE

Colin James Contracting, Inc.
12900 Hall Road, Suite 410
Sterling Heights, MI 48313
(586) 739-4628 PH
(586) 254-7137 FX

Ms. Rebecca Gemelli
Gemelli Concrete, L.L.C.
12387 31 Mile Road
Washington, MI 48095
(586) 752-7873 PH
(586) 757-7836 FX

Mr. Arthur Azzaro – Estimator
M&B Concrete Construction, Inc.
3710 Elizabeth Lake Road
Waterford, MI 48328
(248) 738-7774 PH
(248) 738-7775 FX

MASONRY

Mr. Carlo Bonucchi
Matrix Corp.
15344 Van Meter
Macomb, MI 48044
(586) 566-8546 PH
(586) 566-9237 FX

CARPENTRY

Mr. Allen Fox – Project Manager
Acme Enterprises, Inc.
15701 Martin Road
Roseville, MI 48066
(586) 771-4800 PH
(586) 771-8659 FX

Mr. Gregory Degenhardt – President
Degenhardt & Sons, Inc.
2610 Binbrooke Drive
Troy, MI 48084
(248) 642-0272 PH
(248) 642-7802 FX

Mr. John Rosenburg, Jr. – Chief Estimator
Denn-Co Construction
13129 23 Mile Road
Shelby Township, MI 48315
(586) 726-8800 PH
(586) 726-1425 FX

Mr. Henry (Hank) Bell – President
Harrison Construction Co.
33341 Kelly Road
Fraser, MI 48026
(586) 296-0333 PH
(586) 296-2220 FX

Ms. Trish Todek
Interior Partnership Group, Inc.
1732 Crooks Road
Troy, MI 48084
(248) 244-9015 PH
(248) 244-8496 FX

CARPENTRY (continued)

Mr. Garry Servinsky – President
JD&M Building Co.
1830 Stephenson Highway, Suite A
Troy, MI 48083
(248) 689-6200 PH
(248) 689-6793 FX

Mr. Kevin Misiak – President
Supreme Companies
1569 W. Hamlin Road
Rochester Hills, MI 48309
(248) 293-9001 PH
(248) 293-9002 FX

Mr. Don Hopkinson – Estimator
City Renovation & Trim, Inc.
2685 Paldan Drive
Auburn Hills, MI 48326
(248) 276-8900 PH
(248) 276-8909 FX

MOISTURE & THERMAL CONTROL

ROOFING

Ms. Dee Lopez – Estimator
CEI Roofing, Inc.
2140 Industrial Drive
Howell, MI 48843
(517) 548-0039 PH
(517) 548-0182 FX

Mr. Dan Vance – Estimator/Project Manager
Lutz Roofing
4721 22 Mile Road
Shelby Township, MI 48317
(586) 739-1148 PH
(586) 739-7678 FX

ROOFING (continued)

Mr. Todd Sumners
Eagle Roofing & Sheet Metal, L.L.C.
2238 Star Court
Rochester Hills, MI 48309
(248) 853-4078 PH
(248) 853-0318 FX

EIFS

Mr. James McNulty
Family Tradition Plastering, Inc.
518 N. Elm
North Vernon, IN 47265
(812) 352-1251 PH
(812) 346-6499 FX

Mr. Gene Godin
Godin Plaster Systems
897 Cronkite Drive
Lake Orion, MI 48362
(248) 693-1223 PH
(248) 814-0993 FX

Mr. John Rosenburg, Jr. – Chief Estimator
Denn-Co Construction
13129 23 Mile Road
Shelby Township, MI 48315
(586) 726-8800 PH
(586) 726-1425 FX

Mr. Alan Sirey
Sirtek Construction
829 Duke
Milford, MI 48381
(248) 685-9732 PH
(248) 685-9732 FX

DOORS & HARDWARE

Mr. David Lense – Vice President
Detroit Door & Hardware Co.
111 E. 12 Mile Road
Madison Heights, MI 48071
(248) 398-1200 PH
(248) 398-4734 FX

Mr. Andrew Gamalski – President
Gamalski Building Specialties, Inc.
3851 Auburn Road
Auburn Hills, MI 48326
(248) 852-7050 PH
(248) 852-8390 FX

GLASS & GLAZING

Best Bid Glass & Metal, Inc.
560 S. Rochester Road
Rochester Hills, MI 48307
(248) 656-2561 PH
(248) 656-8611 FX

FINISHES

FLOORING MATERIALS

Mr. Kenneth Bender – Senior Estimator
Artistic Installations
23112 Schoenherr
Warren, MI 48089
(586) 775-4060 PH
(586) 775-3343 FX

Mr. Salvatore Chirco – President
Chirco Floors, Inc.
51089 Milano Drive
Macomb, MI 48042
(586) 677-8140 PH
(586) 677-8144 FX

FLOORING MATERIAL (continued)

Mr. Robert Pollock – President
Continental Interiors, Inc.
1307 Allen Drive, Suite 1
Troy, MI 48083
(248) 616-6600 PH
(248) 616-6607 FX

Mr. Ken Detone
Elite Marble & Tile
1390 W. Gunn Road
Rochester, MI 48306
(248) 726-1699 PH
(248) 726-0779 FX

Mr. Jeff Feller – Project Coordinator
OCP Contractors
1740 Commerce road
Holland, OH 43528
(419) 865-7168 PH
(419) 865-1284 FX

Mr. Doug King
Quality Floor Covering Co.
21150 Coolidge
Oak Park, MI 48237
(248) 399-5700 PH
(248) 399-5549 FX

Mr. Aaron Siegel – President
Tri County Floor Covering, Inc.
1100 E. Maple Road
Troy, MI 48083
(248) 399-1100 PH
(248) 399-9480 FX

PAINTING & FINISHING

Mr. Ronald Healy
Contract Wallcovering, Inc.
2413 East Hebron Pkwy.
Carrollton, TX 75007
(972) 385-1254 PH

PAINTING & FINISHING (continued)

Mr. Michael Jardine – President
MHI Commercial Painting & Wallpapering, Inc.
1354 Combermere, Suite A
Troy, MI 48083
(248) 588-6832 PH
(248) 588-6833 FX

Mr. Jeff Feller – Project Coordinator
OCP Contractors
1740 Commerce road
Holland, OH 43528
(419) 865-7168 PH
(419) 865-1284 FX

Mr. Doug Cummings – Vice President
Paint America
P.O. Box 456
Saline, MI 48176
(734)429-5190 PH
(734) 429-8184 FX

Mr. George Liangis
Skylite Painting, Inc.
37001 Schoolcraft Road
Livonia, MI 48150
(734) 462-4020 PH
(734) 462-1479 FX

Mr. Kevin Misiak – President
Supreme Companies
1569 W. Hamlin Road
Rochester Hills, MI 48309
(248) 293-9001 PH
(248) 293-9002 FX

EIFS, DRYWALL, LIGHTGAUGE FRAMING & ACOUSTICAL

Mr. John Rosenburg, Jr. – Chief Estimator
Denn-Co Construction
13129 23 Mile Road
Shelby Township, MI 48315
(586) 726-8800 PH
(586) 726-1425 FX

EIFS, DRYWALL, LIGHTGAUGE FRAMING & ACOUSTICAL (continued)

Mr. Jeff Feller – Project Coordinator
OCP Contractors
1740 Commerce road
Holland, OH 43528
(419) 865-7168 PH
(419) 865-1284 FX

Rajala & Sons Finishes
10550 Sargent Road
Fowlerville, MI 48836
(517) 521-3669 PH
(517) 521-2037 FX

Mr. Kevin Misiak – President
Supreme Companies
1569 W. Hamlin Road
Rochester Hills, MI 48309
(248) 293-9001 PH
(248) 293-9002 FX

Troy Metal Concepts
29706 W. Tech Drive
Wixom, MI 48393
(248) 960-1382 PH
(248) 960-1762 FX

GYPSUM BOARD

Mr. James McNulty
Family Tradition Plastering, Inc.
518 N. Elm
North Vernon, IN 47265
(812) 352-1251 PH
(812) 346-6499 FX

Troy Metal Concepts
29706 W. Tech Drive
Wixom, MI 48393
(248) 960-1382 PH
(248) 960-1762 FX

GYPSUM BOARD (continued)

Mr. Gene Godin
Godin Plaster Systems
897 Cronkite Drive
Lake Orion, MI 48362
(248) 693-1223 PH
(248) 814-0993 FX

Mr. Henry (Hank) Bell – President
Harrison Construction Co.
33341 Kelly Road
Fraser, MI 48026
(586) 296-0333 PH
(586) 296-2220 FX

Taylor Metal & Carpentry, Inc.
8704 Pelham
Taylor, MI 48180
(313) 295-8531 PH
(313) 295-8540 FX

MECHANICAL

Mr. Matt Miller – Estimator
De-Cal, Inc.
24659 Schoenherr Road
Warren, MI 48089
(586) 754-4370 PH
(586) 754-4371 FX

Mr. Bob Turner
Express Plumbing, Heating & Mechanical, Inc.
1960 Metamora Road
Oxford, MI 48371
(248) 628-0380 PH
(248) 826-9552 FX

Webb Mechanical & Electrical Contractors
12681 Delta Drive
Taylor, MI 48180
(734) 946-0700 PH
(734) 946-4883 FX

MECHANICAL (continued)

Mr. Larry Kleinfelt – Estimator, Project Manager
Western Mechanical Contractors, Inc.
22630 15 Mile Road
Clinton Township, MI 48035
(586) 790-0900 PH
(586) 790-0901 FX

ELECTRICAL

Mr. Syl Ludwic – Estimator, Project Manager
Conti Electric
6417 Center Drive, Suite 120
Sterling Heights, MI 48312
(586) 274-4800 PH
(586) 274-2268 FX

Mr. Jerome Gruchala – Estimator, Project Manager
Alpha Electric, Inc.
39349 Mound Road
Sterling Heights, MI 48310
(586) 977-3800 PH
(586) 977-8410 FX

Mr. Arthur Ashley – President
Ferndale Electric
915 East Drayton
Ferndale, MI 48220
(248) 545-4404 PH
(248) 591-2787 FX

Lakeside Electrical Contracting, Inc.
185 W. Lincoln Avenue
Madison Heights, MI 48071
(248) 582-0985 PH
(248) 582-0991 FX

Centerline Electric
26554 Lawrence
Centerline, MI 48015
(586) 757-5505 PH
(586) 759-2453 FX

ELECTRICAL (continued)

Mr. Todd Underhill
Rauhorn Electric, Inc.
51997 Schoenherr Road
Utica, MI 48315
(586) 739-8400 PH
(586) 739-8223 FX

Webb Mechanical & Electrical Contractors
12681 Delta Drive
Taylor, MI 48180
(734) 946-0700 PH
(734) 946-4883 FX

BURGLAR ALARMS

Guardian Alarm
20800 Southfield Road
Southfield, MI 48075
(800) 782-9688

Mr. Jim Skryzpiec
Habitec Security
4319 W. Erie Road
Temperance, MI 48182
(888) 560-4410 PH
(419) 824-0544 FX

Mr. Ron Lauinger
Protection One
21775 Melrose Ave.
Southfield, MI 48075
(248) 355-5850 PH
(248) 355-9149 FX

SIGNS & AWNINGS

Marygrove Awnings
12700 Merriman Road
Livonia, MI 48150
(734) 478-9311 PH
(734) 422-3225 FX

SIGNS & AWNINGS (continued)

Mr. David Zurawski
Townsend Neon, Inc.
31550 Gossett Drive
Rockwood, MI 48173
(734) 379-4000 PH
(734) 379-0029 FX

Mr. Tom Tobin
Gardner Signs
1045 Naughton Drive
Troy, MI 48083
(248) 689-9100 PH
(248) 689-9101 FX

Mr. David Smith
Coye's Canvas & Awning
3380 Jefferson Avenue S.E.
Grand Rapids, MI 49548
(616) 245-3136 PH
(616) 245-2305 FX

Mr. Jim Morrison
Intercity Neon Sign Co., Inc.
23920 Amber
Warren, MI 48089
(586) 754-6020 PH
(586) 754-7436 FX

SOUND SYSTEMS

Ms. Patty Davis – Account Executive
Sound Engineering
12933 Farmington Road
Livonia, MI 48150
(734) 522-2910 PH
(734) 522-1222 FX