

Founded in 1852  
by Sidney Davy Miller

# MILLER CANFIELD

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January 22, 2008

Hand Delivery

City Clerk  
City of Ann Arbor  
100 N. Fifth Ave.  
Ann Arbor, MI 48104

Hand Delivery

Stephen K. Postema, Esq.  
City Attorney  
City of Ann Arbor  
100 North Fifth Avenue  
Ann Arbor, MI 48107-8647

Re: Broadway Village at Lower Town Development Agreement, dated September 2, 2004, as amended (the "Agreement") between the City of Ann Arbor (the "City") and Lowertown Development Group, LLC ("Proprietor")

Ladies and Gentlemen:

In relation to the noted Agreement and, in particular, Article IV(K) thereof, this letter constitutes the Proprietor's formal request for the City's written consent to an assignment of Proprietor's rights and obligations under the Agreement to Lower Town Project, LLC, a Delaware limited liability company (the "Assignee"). The Assignee has agreed separately to assume and fully perform all future obligations of Proprietor under the Agreement.

The assignment from Proprietor to Assignee is mandated by the construction lender ("Lender") requirement that its borrower be a newly formed special purpose entity. Additionally, it is requiring that the interest of the Proprietor under the Agreement be assigned to Assignee, hence the need for the City's consent.

Pursuant to the provisions of the Agreement, the City's consent to the assignment noted above is not to be unreasonably withheld, conditioned or delayed. At this time, the Proprietor is not requesting that it be released of its obligations under the Agreement. To evidence the City's consent to the assignment noted above, a form of consent is enclosed for your review and processing.

We have separately provided to Mr. James Adams, the City's outside counsel, certain other information requested by him in relation to this request.

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-2-

January 22, 2008

Please confirm the consent of the City to the assignment by executing and returning the attached consent as soon as possible. If you have any questions or comments, please call.

Sincerely,

MILLER, CANFIELD, PADDOCK AND STONE, PLC

  
Joseph M. Fazio

JMF/dlc  
Encl.

cc: Kevin S. McDonald, Esq. (via email)  
James C. Adams, Esq. (via email)  
Lower Town Development Group, LLC, Attn: Scott Chappelle and Kevin McGraw  
(via email)

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**CONSENT TO ASSIGNMENT OF  
PROPRIETOR'S RIGHTS IN DEVELOPMENT AGREEMENT**

By execution below, the City of Ann Arbor, a Michigan municipal corporation ("City"), hereby consents to the assignment by Lower Town Development Group, LLC ("Proprietor") to Lower Town Project, LLC, a Delaware limited liability company ("Assignee") of all of the Proprietor's right, title and interest in and obligations under Broadway Village at Lower Town Development Agreement, dated September 2, 2004, as amended, it being acknowledged that the consent of the City shall not constitute a release of the obligations of Proprietor thereunder. In connection therewith, the City confirms its consent to the prior assignment by Proprietor to Assignee of all of the Proprietor's rights and obligations under the Turnkey Construction and Donation Agreement originally between the City of Ann Arbor and Proprietor.

IN WITNESS WHEREOF, the City of Ann Arbor has executed this Consent on the day and year set forth below to its signatures.

CITY OF ANN ARBOR

BY: \_\_\_\_\_

Its: Mayor

and

BY: \_\_\_\_\_

Its: Interim City Clerk

Dated: January \_\_, 2008