

Attachment A
2007 Consent Order



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

MAY 29 2007

REPLY TO THE ATTENTION OF:

DW-8J

CERTIFIED MAIL:
RETURN RECEIPT REQUESTED

Ms. Jean Caufield
General Motors Corporation
Pontiac Centerpoint Campus
2000 Centerpoint Parkway
MC 483-520-190
Pontiac, Michigan 48341-3147

RE: 3008(h) Administrative Order on Consent
General Motors Corporation RCRA-05-2007-0009
Pontiac Centerpoint Campus, Pontiac, Michigan
MID 005 356 902

Dear Ms. Caufield:

Enclosed is one signed copy of an Administrative Order on Consent ("AOC") issued under the authority of Section 3008(h) of the Resource Conservation and Recovery Act ("RCRA"), relating to the conduct of RCRA Corrective Measures Implementation at the above-referenced facility. The AOC was signed by the United States Environmental Protection Agency (U.S. EPA) on May 24, 2007. Please note that the effective date of the AOC is the date that it is signed by U.S. EPA.

Your cooperation in the development of this AOC is appreciated. If you have any future questions about the AOC, feel free to contact Daniel Patulski at (312) 886-0656.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Phillips", written over a horizontal line.

Gerald Phillips
Corrective Action Program Manager
Waste, Pesticides and Toxics Division

Enclosure

cc: Kimberly Tyson, MDEQ (w/enclosure)



Worldwide Facilities Group
Remediation Team

May 18, 2007

Reference No. 007097

Mr. Daniel Patulski
United States Environmental Protection Agency
Region 5
77 W. Jackson Boulevard DP-8J
Chicago, IL 60604-3590

RECEIVED
MAY 20 2007

REGIONAL OFFICE
Waste, Pesticides & Toxics Division
U.S. EPA - REGION 5

Dear Mr. Patulski:

Re: Administrative Order on Consent
Pontiac Centerpoint Campus (MID 005356902) **RCRA-05-2007-0009**
Pontiac, Michigan

Enclosed is the consent order for implementation of final RCRA Corrective Action activities at the Pontiac Centerpoint Campus, which has been signed by General Motors. If you have questions or want to discuss the attached, please feel free to contact me at (248) 753-5774.

Sincerely,

Jeanne Piercey

for
Jean Caufield
Project Manager

JP/cnb/67
Encl.

c.c.: Brian Barwick, Esq. (U.S. EPA)
Anthony Thrubis, Esq. (GM)
Jeanne Piercey (CRA)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:)	ADMINISTRATIVE ORDER ON CONSENT
)	
GENERAL MOTORS CORPORATION)	U.S. EPA Docket No: RCRA-05-2007-0009
)	
Pontiac Centerpoint Campus/ Pontiac Assembly Center Former Pontiac Truck Group Pontiac, Michigan)	Proceeding under Section 3008(h) of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6928(h).
EPA ID#: MID005356902)	
)	
RESPONDENT.)	
_____)	

RECEIVED REGION 5
MAY 10 2007 11:41 AM

I. JURISDICTION

1. The Administrator of the United States Environmental Protection Agency ("U.S. EPA") is issuing this Administrative Order on Consent ("Order") to General Motors Corporation ("GM") under Section 3008(h) of the Solid Waste Disposal Act, commonly referred to as the Resource Conservation and Recovery Act of 1976 (RCRA), as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §6928(h). The Administrator has delegated the authority to issue orders under Section 3008(h) of RCRA to the Director, Waste, Pesticides and Toxics Division; U.S. EPA Region 5.

2. The GM facility encompasses approximately 400 acres of land and currently contains the Pontiac Centerpoint Campus, including the Pontiac Assembly Center. The Facility is bordered by South Boulevard to the north, the Grand Trunk Western Railroad to the south, Opdyke Road to the east, and Martin Luther King Jr. Boulevard to the west. In 1927, the Facility began producing medium and heavy duty trucks and buses at the former Pontiac Central Manufacturing and Assembly Plant, located on the north central portion of the Facility. The manufacturing operations were discontinued in 1990. The plant was decommissioned between 1991 and 1995 and all buildings in the central portion of the facility were demolished and the area was redeveloped as the Centerpoint Business Campus, now named the Pontiac Centerpoint Campus (PCC). Presently, the Centerpoint Campus includes PCC-West (vehicle Pre Production Operations), PCC-Central (Engineering Center), PCC-East (commercial buildings), the Pontiac Assembly Center, a wastewater treatment plant and two stormwater retention ponds. For purposes of this Order, the Pontiac Centerpoint Campus, as depicted in more detail in Attachment 1, will be referred to as "the Facility".

3. GM agrees not to contest U.S. EPA's jurisdiction to issue this Order, to enforce its terms, or to impose sanctions for violations of the Order.

4. GM waives any rights to request a hearing on this matter pursuant to Section 3008(b) of RCRA and 40 C.F.R. Part 24, and consents to the issuance of this Order without a hearing under Section 3008(b) of RCRA as a Consent Order issued pursuant to Section 3008(h) of RCRA.

II. DEFINITIONS

5. This Order incorporates the definitions in RCRA, 42 U.S.C. §§ 6901 - 6922k, and the regulations promulgated under RCRA unless otherwise specified.

III. PARTIES BOUND

6. This Order applies to and binds U.S. EPA, GM and its agents, successors, assigns, trustees, receivers, and all persons, including but not limited to contractors and consultants, acting on behalf of GM. GM will be responsible for and liable for any violations of this Order, regardless of GM's use of employees, agents, contractors, or consultants to perform work required by this Order.

7. No change in ownership or corporate or partnership status relating to the Facility will alter GM's obligations under this Order. Any conveyance of title, easement, or other interest in the Facility, or a portion of the Facility, will not affect GM's obligations under this Order. GM will give written notice of this Order and the land use restrictions required under this Order to any successor in interest prior to transferring ownership or operation of the Facility or a portion thereof and will notify U.S. EPA in writing at least 21 days prior to the transfer. This written notice will describe how GM has assured that, despite the transfer, all institutional controls required now or in the future for the Facility will be implemented and maintained. This paragraph will not apply if U.S. EPA and GM agree that this Order has terminated as to the Facility or any relevant portion of the Facility.

IV. DETERMINATIONS

8. After consideration of the Administrative Record, the Director, Waste, Pesticides and Toxics Division; U.S. EPA Region 5 has made the following conclusions of law and determinations:

- a. GM is a "person" within the meaning of Section 1004(15) of RCRA.
- b. GM is the owner and operator of a Facility that has operated under interim status subject to Section 3005(e) of RCRA.
- c. Certain wastes and constituents found at the Facility are hazardous wastes and/or hazardous constituents pursuant to Section 1004(5) and 3001 of RCRA and 40 C.F.R. Part 261.

- d. There is or has been a release of hazardous wastes or hazardous constituents into the environment from the Facility.
- e. GM has conducted investigations of the Facility and based on the results of those investigations has, among other things, removed soil contaminated with benzene, toluene, ethylbenzene and xylene (BTEX) and polynuclear aromatics (PNAs) at Area Of Interest (AOI) # 16, 42, 50, 52, 53, and 84; soil contaminated with lead at AOI # 44, 71, and 79; soil contaminated with solvents and paint at AOI # 75, 82, and 83; and recovered light non-aqueous phase liquid (LNAPL) from groundwater at AOI # 50 and 53.
- f. On December 5, 2000, the U.S. EPA approved the Environmental Indicators ("EI") Determination for Current Human Exposures (CA 725) Report.
- g. On December 5, 2000, the U.S. EPA approved the Environmental Indicators ("EI") Determination of Migration of Contaminated Groundwater Under Control (CA 750) Report.
- h. On October 24, 2005, GM submitted a Corrective Measures Proposal (CMP) for the Facility. U.S. EPA approved the revised CMP on March 14, 2006.
- i. On June 6, 2006, the public comment period began for the U.S. EPA approved corrective measures for the Facility and on July 21, 2006, the comment period ended.
- j. On August 3, 2006, U.S. EPA made a Final Decision about the corrective measures for the Facility. The corrective measures include: implementation of a groundwater monitoring program at AOI #71 and AOI #53 to verify that concentrations of constituents remain stable or decline at the Facility boundary; recovery of LNAPL at AOI #53; and, implementing and maintaining institutional controls to restrict use of the Facility to non-residential purposes and to prohibit potable groundwater use at the Facility from within the water table zone unless and until groundwater meets applicable performance standards.
- k. U.S. EPA has determined that those parts of the Facility not specifically covered by the August 3, 2006, Final Decision and/or not subject to use restrictions (see Exhibit 2 within Attachment 2 to this Order) are Corrective Action Complete without controls. However, U.S. EPA reserves the right to require additional Corrective Action should information become available or should there be a change in site conditions that indicate that there was/is a release of hazardous constituents to the environment which may pose a threat to human health and the environment, or that information contained in the administrative record regarding these parts of the Facility is invalid or inaccurate. Nothing in this Order binds or limits the State of Michigan in the exercise of its Corrective Action authorities.

V. PROJECT MANAGER

9. U.S. EPA and GM must each designate a Project Manager and notify each other in writing of the Project Manager selected within 14 days of the effective date of this Order. Each Project Manager will be responsible for overseeing the implementation of this Project. The parties must provide prompt written notice whenever they change Project Managers.

VI. WORK TO BE PERFORMED

10. Pursuant to Section 3008(h) of RCRA, GM agrees to and is hereby ordered to perform the actions specified in this section, in the manner and by the dates specified here. GM represents that it has the technical and financial ability to carry out corrective action at the Facility. GM must perform the work undertaken pursuant to this Order and in compliance with RCRA and other applicable federal and state laws and their implementing regulations, and consistent with all relevant U.S. EPA guidance documents as appropriate to the Facility. This guidance includes, but is not limited to the Use of Institutional Controls in the RCRA Corrective Action Program, and relevant portions of the Model Scopes of Work for RCRA Corrective Action.

11. GM must assure that the institutional and engineering controls selected in the U.S. EPA's Final Decision are continually maintained unless and until U.S. EPA determines that performance standards have been met such that the controls are no longer necessary. GM must take all necessary measures to restrict the use of the Facility in any manner that may interfere with operation and maintenance, monitoring, or other measures necessary to assure the effectiveness and integrity of the remedy to be implemented pursuant to this Order. These measures and controls will be implemented through a Long-Term Monitoring (LM) Plan.

12. GM must implement the institutional controls selected in U.S. EPA's Final Decision and achieve the performance standards and/or human health risk based-criteria as provided in the approved LM Plan and any amendments thereto. The LM Plan shall, at a minimum, describe the activities, procedures, and applicable performance standards and/or human health risk based-criteria necessary for the construction, operation, maintenance, and completion of the U.S. EPA approved corrective measures and set forth an implementation schedule. Any modifications made under the LM Plan must be approved by U.S. EPA under paragraph 20 below.

13. For the purposes of Paragraphs 13-15 of this Order, 'U.S. EPA' shall mean the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf. GM shall file with the Oakland County Register of Deeds the Declaration of Restrictive Covenant ("Restrictive Covenant) attached hereto as

Attachment 2. Attachment 3 documents through a current encumbrances report that the property described in the Restrictive Covenant is free and clear of all encumbrances, including easement interests, except those identified therein. GM has provided a copy of the recorded Restrictive Covenant to all holders of record of said encumbrances. Documentation of such notice(s) is attached hereto as Attachment 4. In the Restrictive Covenant, GM, among other things, consents to U.S. EPA having a right of access to the Facility and provides the right to enforce through legal action in a court of competent jurisdiction the restrictions and covenants in the Restrictive Covenant to: (a) GM; (b) the Michigan Department of Environmental Quality (MDEQ) and its authorized representatives, under Part 201 (Environmental Remediation) of the Michigan Natural Resources and Environmental Protection Act, MCL § 324.20101 *et seq.*; and (c) the U.S. EPA and its authorized representatives, as a third party beneficiary. The Restrictive Covenant also provides for at least twenty-one (21) days notice to U.S. EPA and MDEQ prior to the transfer of any interest in the Facility. GM must ensure that the Restrictive Covenant remains in place and effective.

GM agrees to modify its rights in the Restrictive Covenant to change existing restrictions or to impose additional land and/or resource use restrictions that U.S. EPA determines are necessary to maintain a comparable level of protection against unacceptable risk to human health or the environment as a result of the discovery of facts unknown to U.S. EPA and GM on the effective date of this Order.

14. Any instrument transferring complete or partial possession or ownership of the Facility through sale, lease, deed or otherwise by GM, or memorandum thereof, shall be recorded with the Oakland County Register of Deeds and shall provide that:

- a. GM reserves a right of access for the purpose of conducting any activity related to this Order; and reserves the right to enforce the restrictions and covenants in the Restrictive Covenant for (i) GM; (ii) U.S. EPA and its representatives, as third party beneficiary, and (iii) MDEQ and its representatives;
- b. the transferee expressly agrees to comply with the Restrictive Covenant;
- c. agreement to comply with the Restrictive Covenant shall be expressly included by any subsequent transferor in any instrument transferring complete or partial possession or ownership of the Facility;
- d. U.S. EPA shall be expressly named in any instrument effecting such transfer of complete or partial possession or ownership of the Facility as a third party beneficiary of the right to enforce the restrictions and covenants in the Restrictive Covenant and such instrument shall provide that U.S. EPA may directly enforce such obligations and rights as against the transferee under such instrument and any successor to any such transferee; and
- e. any subsequent instrument or memorandum thereof in the case of a lease,

effecting such transfer of complete or partial possession or ownership of the Facility shall be recorded with the Oakland County Register of Deeds.

15. GM shall provide at least twenty-one (21) days prior written notice to U.S. EPA and MDEQ of any proposed conveyance of all or part of the Facility.

a. For any conveyance utilizing the form Covenant Deed attached hereto as Attachment 5, such notice shall include submittal to U.S. EPA of the draft conveyance document utilizing the form Covenant Deed and a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 13.

b. For any conveyance not utilizing the form Covenant Deed in Attachment 5, GM shall submit to U.S. EPA for review and concurrence that the instrument of conveyance complies with the requirements of Paragraph 14.

i. the proposed draft deed, in recordable form, or other instrument of conveyance, including a lease, that is enforceable under the laws of the State of Michigan;

ii. with respect to any lease, a memorandum of lease in recordable form setting forth the requirements of Paragraph 14 contained in such lease; and

iii. a current title search, commitment for title insurance or other evidence of title acceptable to U.S. EPA which documents that the recorded Restrictive Covenant remains in place and effective, as provided in Paragraph 13.

c. GM shall record the U.S. EPA approved instrument of conveyance, or memorandum thereof in the case of a lease, with the Oakland County Register of Deeds.

d. GM shall provide a true copy of the recorded instrument of conveyance, or memorandum thereof in the case of a lease, showing the liber and page of recordation to U.S. EPA within thirty (30) days after GM's receipt of a copy thereof from the Oakland County Register of Deeds.

16. GM shall implement a long-term groundwater monitoring program. Specifically, the groundwater monitoring program shall include periodic LNAPL monitoring at MW-1 at AOI #71 and at AOI #53. In addition, the program shall include groundwater monitoring at select monitoring wells to confirm that concentrations of constituents in these areas remain stable and meet risk based criteria under current and reasonably expected future land use at the Facility, taking into account the restrictions imposed through the Restrictive Covenant. The monitoring program shall be implemented through the LM Plan, submitted within 45 days of the effective date of this Order for U.S. EPA review and approval in accordance with Paragraph 20.

17. GM shall utilize a multi-phase extraction system (MPE) for the recovery of LNAPL beneath Building 33 (AOI # 53) pursuant to the U.S. EPA approved Former Building 33 Corrective Measures Work Plan (August 25, 2006). Long-term periodic monitoring shall be implemented to ensure that residual LNAPL and soil vapors do not pose a health hazard for future use of the area. If such hazards remain following the removal of LNAPL to the extent practical, institutional controls would be put in place to ensure that these hazards are mitigated. The monitoring program shall be implemented through the U.S. EPA approved LM Plan.

18. GM shall utilize a passive recovery to periodically remove LNAPL from monitoring well MW-1 at AOI # 71 and from MW-32 and MW-33 at LNAPL Area 2 for the duration as specified in the LM Plan. Recovery shall be performed using absorbents, bailing, or other methods. The recovery and monitoring program shall be implemented through the U.S. EPA approved LM Plan.

19. GM and U.S. EPA are developing a mechanism that will set forth and consolidate financial assurance requirements for corrective action at GM's facilities that are subject to U.S. EPA orders issued under Section 3008(h) of RCRA. In the event GM and U.S. EPA agree on such a mechanism, the parties agree that compliance with the terms of that mechanism will constitute compliance with the financial assurance terms of this Order. Absent such a mechanism, within 60 days of the approval date of the LM Plan, GM must submit for approval by U.S. EPA, financial security in the amount of the approved cost estimate, in one of the forms permitted under 40 C.F.R. § 264.145 (modified to replace the terms "post-closure" and "closure" with "corrective action" and referencing this Order, as approved by U.S. EPA). GM shall review the cost estimate on an annual basis and increase it for inflation. If GM determines that the estimated cost of the corrective action for the Facility has changed significantly from the approved cost estimate, it must promptly provide an explanation and a revised cost estimate to U.S. EPA within 60 days of its annual review. Within 60 days of U.S. EPA's written approval of a revised cost estimate, GM shall adjust the amount of the financial security provided under this Order to reflect the amount of the revised cost estimate.

20. For documents submitted by GM for U.S. EPA approval, U.S. EPA may provide GM with its written approval, its approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide a statement of reasons for any approval with conditions and/or modifications, disapproval or disapproval with comments. GM shall revise any such submittal in accordance with U.S. EPA's written comments and will submit to U.S. EPA any revised submittals within 30 days after receiving U.S. EPA's written comments (or a longer time if agreed to by the parties.) Revised submittals are subject to U.S. EPA approval, approval with conditions and/or modifications, disapproval, or disapproval with comments. U.S. EPA will provide GM with an opportunity for discussion before any unilateral modifications required by U.S. EPA under this Paragraph take effect. Upon receipt of U.S. EPA's written approval the submittal becomes an enforceable part of this Order.

21. Reporting and other requirements:

(a) GM must continue to maintain a publicly accessible repository for information related to the U.S. EPA's Final Decision for a minimum of 6 years after the effective date of this Order. Further, GM must continue to maintain a publicly accessible repository for information regarding implementation of this Order and must continue to conduct public outreach and involvement activities as appropriate.

(b) By March 1 of each year, GM must provide an annual report to U.S. EPA on its activities under this Order for the previous calendar year. The report must list work performed, data collected, problems encountered, and upcoming project schedule. The frequency of this report may be modified by agreement of the Project Managers.

(c) Independent of the annual reports under paragraph 21.(b), GM must provide advance written notice to U.S. EPA of any major activities or changes in operations at the Facility relevant to the Final Remedy. In addition, if GM notices in the normal course of business any major activities or changes in other owners' operations at the Facility which may be relevant to the Final Remedy, GM must provide prompt written notice to U.S. EPA of those activities or changes.

(d) The parties will communicate frequently and in good faith to assure successful completion of the requirements of this Order, and will meet on at least an annual basis to discuss the work proposed and performed under this Order. The frequency of this meeting may be modified by agreement of the parties.

(e) U.S. EPA may request supplemental information from GM related to implementation of the selected remedy for the Facility under this Order. GM must provide any supplemental information that U.S. EPA requests in writing in a timeframe requested by U.S. EPA or such longer timeframe as agreed to by the parties.

VII. ACCESS

22. For the purposes of conducting any activity related to this Order, during GM's ownership of the Facility, upon reasonable notice, and at reasonable times, U.S. EPA, its contractors, employees, and any designated U.S. EPA representatives may enter and freely move about the Facility to exercise U.S. EPA's authority under RCRA, which may include among other things: interview GM personnel and contractors; review GM's progress in carrying out the terms of this Order; conduct tests, sampling, or monitoring as U.S. EPA deems necessary; use a camera, sound recording, or other documentary equipment; and verify the reports and data GM submits to U.S. EPA. GM will permit such persons to inspect and copy all non-privileged photographs and documents, including all sampling and monitoring data, that pertain to work undertaken under this Order and that are within the possession or under the control of GM or its contractors or consultants. GM may request split samples, or copies of all photographs, tapes, videos or other recorded evidence created by U.S. EPA and releasable under the Freedom of Information Act. If GM transfers ownership of all or part of the Facility, it shall ensure access

for U.S. EPA, as provided in Paragraphs 13-15.

23. Nothing in this Section limits or otherwise affects U.S. EPA's right of access and entry under applicable law, including RCRA and the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§9601-9675.

VIII. RECORD PRESERVATION

24. GM must retain, during the pendency of this Order and for at least six years after the Order terminates, all data and all final documents now in its possession or control or which come into its possession or control which relate to the subject of this Order. GM must notify U.S. EPA in writing 90 days before destroying any such records, and give U.S. EPA the opportunity to take possession of any non-privileged documents. GM's notice will refer to the effective date, caption, and docket number of this Order and will be addressed to:

Director
Waste, Pesticides and Toxics Division
U.S. EPA, Region 5
77 W. Jackson Blvd.
Chicago, IL 60604-3590

GM must also promptly give U.S. EPA's Project Manager a copy of the notice.

25. GM will not assert any privilege claim concerning any data gathered during any investigations or other actions required by this Order.

IX. STIPULATED PENALTIES

26. GM must pay the following stipulated penalties to the United States for violations of this Order:

(a) For failure to submit annual reports by the dates scheduled in paragraph 21.(b), above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(b) For failure to submit the LM Plan or revised LM Plan by the date scheduled in Paragraphs 16 and 20 above: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(c) For failure to implement the terms of the approved LM Plan, including implementation schedules therein: \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(d) For failure to submit supplemental information as required and scheduled in paragraph 21.(e): \$2,000 per day for the first 14 days and \$4,000 per day thereafter.

(e) For failure to maintain the cost estimate and financial security as required and scheduled in paragraph 19 or in any superseding mechanism: \$1,000 per day for the first 14 days and \$2,000 per day thereafter.

(f) For failure to maintain the institutional controls as required in paragraph 12: \$3,000 per day for the first 14 days and \$6,000 per day thereafter.

27. Whether or not GM has received notice of a violation, stipulated penalties will begin to accrue on the day a violation occurs, and will continue to accrue until GM complies. For item (c) in paragraph 26, above, if U.S. EPA identifies a violation based on an annual report submitted under paragraph 21.(b), stipulated penalties will not accrue during the period, if any, beginning 31 days after the submission of the annual report until the date that U.S. EPA notifies GM in writing of any violation. Separate stipulated penalties for separate violations of this Order will accrue simultaneously.

28. GM must pay any stipulated penalties owed to the United States under this Section within 30 days of receiving U.S. EPA's written demand to pay the penalties, unless GM invokes the dispute resolution procedures under Section X: Dispute Resolution. A written demand for stipulated penalties will describe the violation and will indicate the amount of penalties due.

29. Interest will begin to accrue on any unpaid stipulated penalty balance beginning 31 days after GM receives U.S. EPA's demand letter. Interest will accrue at the current value of funds rate established by the Secretary of the Treasury. Under 31 U.S.C. §3717, GM must pay an additional penalty of six percent per year on any unpaid stipulated penalty balance more than 90 days overdue.

30. GM must pay all penalties by certified or cashier's check payable to the United States of America, or by wire transfer, and will send the check to:

U.S. Department of the Treasury
Attention: U.S. EPA Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

A transmittal letter stating the name of the Facility, GM's name and address, and the U.S. EPA docket number of this action must accompany the payment. GM will simultaneously send a copy of the check and transmittal letter to the U.S. EPA Project Manager.

31. GM may dispute U.S. EPA's assessment of stipulated penalties by invoking the dispute resolution procedures under Section X: Dispute Resolution. The stipulated penalties in dispute will continue to accrue, but need not be paid, during the dispute resolution period. GM must pay stipulated penalties and interest, if any, according to the dispute resolution decision or agreement. GM must submit such payment to U.S. EPA within 30 days after receiving the

resolution according to the payment instructions of this Section.

32. Neither invoking dispute resolution nor paying penalties will affect GM's obligation to comply with the terms of this Order not directly in dispute.

33. The stipulated penalties set forth in this Section do not preclude U.S. EPA from pursuing any other remedies or sanctions which may be available to U.S. EPA for GM's violation of any terms of this Order. However, U.S. EPA will not seek both a stipulated penalty under this Section and a statutory penalty for the same violation.

X. DISPUTE RESOLUTION

34. The parties will use their best efforts to informally and in good faith resolve all disputes or differences of opinion.

35. If any party disagrees, in whole or in part, with any decision made or action taken under this Order, that party will notify the other party's Project Manager of the dispute. The Project Managers will attempt to resolve the dispute informally.

36. If the Project Managers cannot resolve the dispute informally, either party may pursue the matter formally by placing its objections in writing. A written objection must state the specific points in dispute, the basis for that party's position, and any matters which it considers necessary for determination.

37. The parties will in good faith attempt to resolve the dispute through formal negotiations within 21 days, or a longer period if agreed in writing by the parties. During formal negotiations, any party may request a conference with appropriate senior management to discuss the dispute.

38. If the parties are unable to reach an agreement through formal negotiations, within 14 business days after any formal negotiations end, the parties may submit additional written information to the Director of the Waste, Pesticides, and Toxics Division, U.S. EPA Region 5. U.S. EPA will maintain a record of the dispute, which will contain all statements of position and any other documentation submitted pursuant to this Section. U.S. EPA will allow timely submission of relevant supplemental statements of position by the parties to the dispute. Based on the record, U.S. EPA will respond to GM's arguments and evidence and provide a detailed written decision on the dispute signed by the Director of the Waste, Pesticides, and Toxics Division, U.S. EPA Region 5 ("EPA Dispute Decision").

XI. FORCE MAJEURE AND EXCUSABLE DELAY

39. Force majeure, for purposes of this Order, is any event arising from causes not foreseen and beyond GM's control that delays or prevents the timely performance of any

obligation under this Order despite GM's best efforts.

40. If any event occurs or has occurred that may delay the performance of any obligation under this Order, whether or not caused by a force majeure event, GM must notify U.S. EPA within two business days after learning that the event may cause a delay. If GM wishes to claim a force majeure event, within 15 business days thereafter GM must provide to U.S. EPA in writing all relevant information relating to the claim, including a proposed revised schedule.

41. If U.S. EPA determines that a delay or anticipated delay is attributable to a force majeure event, U.S. EPA will extend in writing the time to perform the obligation affected by the force majeure event for such time as U.S. EPA determines is necessary to complete the obligation.

XII. MODIFICATION

42. This Order may be modified only by mutual agreement of U.S. EPA and GM. Any agreed modifications will be in writing, will be signed by all the parties, will be effective on the date of signature by U.S. EPA, and will be incorporated into this Order.

XIII. RESERVATION OF RIGHTS

43. Nothing in this Order restricts U.S. EPA's authority to seek GM's compliance with the Order and applicable laws and regulations. For violations of this Order, U.S. EPA reserves its rights to bring an action to enforce the Order, to assess penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. § 6928(h)(2), and to issue an administrative order to perform corrective actions or other response measures. In any later proceeding, GM shall not assert or maintain any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon a contention that the claims raised by the United States in the later proceeding were or should have been raised here. This Order is not a covenant not to sue, release, waiver, or limitation of any rights, remedies, powers, or authorities of U.S. EPA.

44. If U.S. EPA determines that GM's actions related to this Order have caused or may cause a release of hazardous waste or hazardous constituent(s), or a threat to human health or the environment, or that GM cannot perform any of the work ordered, U.S. EPA may order GM to stop implementing this Order for the time U.S. EPA determines may be needed to abate the release or threat and/or order GM to take any action that U.S. EPA determines is necessary to abate the release or threat.

45. GM does not admit any of U.S. EPA's factual or legal determinations. Except for the specific waivers in this Order, GM reserves all of its rights, remedies and defenses, including all rights and defenses it may have: (a) to challenge U.S. EPA's performance of work; (b) to challenge U.S. EPA's stop work orders; and (c) regarding liability or responsibility for conditions

at the Facility, except for its right to contest U.S. EPA's jurisdiction to issue or enforce this Order. GM has entered into this Order in good faith without trial or adjudication of any issue of fact or law. GM reserves its right to seek judicial review of U.S. EPA actions taken under this Order, including a proceeding brought by the United States to enforce the Order or to collect penalties for violations of the Order.

XIV. OTHER CLAIMS

46. GM waives any claims or demands for compensation or payment under Sections 106(b), 111, and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. § 9507 for, or arising out of, any activity performed or expense incurred under this Order. Additionally, this Order is not a decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

XV. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

47. GM indemnifies, saves and holds harmless the United States, its agencies, departments, agents, and employees, from all claims or causes of action arising from or on account of acts or omissions of GM or its officers, employees, agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Order. This indemnification will not affect or limit the rights or obligations of GM or the United States under their various contracts. This indemnification will not create any obligation on the part of GM to indemnify the United States from claims arising from the acts or omissions of the United States.

XVI. SEVERABILITY

48. If any judicial or administrative authority holds any provision of this Order to be invalid, the remaining provisions will remain in force and will not be affected.

XVII. TERMINATION AND SATISFACTION

49. GM may request that U.S. EPA issue a determination that GM has met the requirements of the Order for all or a portion of the Facility. GM may also request that U.S. EPA issue a "no further interest" or "corrective action complete" determination for all or a portion of the Facility.

50. The provisions of the Order will be satisfied upon the parties' execution of an "Acknowledgment of Termination and Agreement on Record Preservation and Reservation of Rights", consistent with U.S. EPA's Model Scope of Work.

51. GM's execution of the Acknowledgment will affirm its continuing obligation to preserve all records as required by Section VIII, to maintain any necessary institutional controls or other long term measures, and to recognize U.S. EPA's reservation of rights as required in Section XIII.

XVIII. EFFECTIVE DATE

52. This Order is effective on the date that U.S. EPA signs the Order.

IT IS SO AGREED:

DATE: 5-16-07

BY: William J. McFarland
William J. McFarland
Director, Remediation
Worldwide Facilities Group
General Motors Corporation
Respondent

IT BEING SO AGREED, IT IS HEREBY ORDERED:

DATE: May 24, 2007

BY: Margaret M. Guerriero
Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Division
U.S. Environmental Protection Agency
Region 5 RCRA-05-2007-0009

15

REGIONAL CLERK

ATTACHMENT 1
FACILITY DESCRIPTION

LEGAL DESCRIPTION

Part of lots 2 & 3, all of lot 4 and part of lots 5 & 6, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N, R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, ALSO all of lots 1, 2, 3, 4, 5, 6, part of lots 7, 8 & 9, all of lot 10, part of lot 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, ALSO all of Units 4, 5, 7, 9, 10, 11, 13, 14, 19, 21, 22, 24, 25, 27, 32, 34, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed thereof as recorded in Liber 16667, Pages 11 through 47 inclusive, and as amended by First Amendment to Master Deed recorded in Liber 17018 Pages 808 through 818, and as amended by Second Amendment to Master Deed as recorded in Liber 17615, Pages 107 through 120 and as amended by Third Amendment to Master Deed as recorded in Liber 18244, Pages 160 through 171, and as amended by Fourth Amendment to Master Deed as recorded in Liber 20069, Pages 099 through 110, and as amended by the Fifth Amendment to the Master Deed as recorded in Liber 21468, page 838, and as amended by the Sixth Amendment to the Master Deed as recorded in Liber 24909, page 536-549, and as amended by the Seventh Amendment to the Master Deed as recorded in Liber 28874, page 141-157, and as amended by the Eight Amendment to the Master Deed as recorded in Liber 35596, page 855, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, together with rights in General Common Elements and Limited Common Elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, ALSO part of Section 3, T.2N, R.10E., and part of Section 34, T.3N, R.10E., City of Pontiac, Oakland County, Michigan, all of the above being more particularly described as:

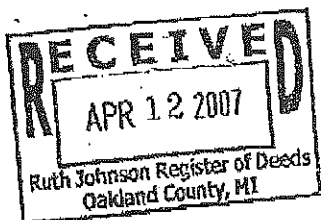
Beginning at a point distant due West along the North Property Controlling Line of Section 3, T.2N., R.10E. (as previously surveyed), 60.00 feet from the Northeast Property Controlling Corner of said Section 3 (as previously surveyed); thence S. 00°36'21" W. along the West line of Opdyke Road (120 feet wide), 3274.88 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 1109.17 feet to a point on the Westerly Right-of-Way line of a highway ramp (width varies), said point also lying on the Southerly and Easterly line of said Unit 5 of Centerpoint Business Campus Condominium; Thence the following seven (7) courses along said Westerly Right-of-Way line of the highway ramp and Southeasterly and Southerly line of said Units 4, 5, 19, 32, and 55 of Centerpoint Business Campus Condominium: (1) S. 89°35'13" W., 30.00 feet, and (2) S. 03°24'04" W., 451.00 feet, and (3) S. 24°36'14" W., 331.06 feet, and (4) S. 43°03'54" W., 431.82 feet, and (5) S. 62°11'47" W., 340.00 feet, and (6) S. 82°40'27" W., 302.66 feet, and (7) N. 89°17'36" W., 102.40 feet to a point on the Northeasterly line of Grand Trunk Western Railroad Right-of-Way (width varies), said point being the Southwesterly corner of said Unit 55 of Centerpoint

Business Campus Condominium; thence the following seven (7) courses along said Northeasterly line of Grand Trunk Western Railroad Right-of-Way and Southwesterly line of said Units 55 & 57 of said Centerpoint Business Campus Condominium: (1) 556.10 feet along a curve to the left (radius 5874.58 feet, central angle 05°25'25", long chord bears N. 30°18'06" W., 555.89 feet), and (2) N. 56°25'30" E., 30.56 feet, and (3) N. 33°34'30" W., 204.44 feet, and (4) N. 36°36'30" W., 354.49 and (5) N. 39°27'30" W., 286.71 feet, and (6) N. 45°22'40" W., 110.01 feet, and (7) N. 00°35'31" E., 98.83 feet to a point on the Westerly Right-of-Way line of Centerpoint Parkway (width varies); thence the following ten (10) courses along said Northeasterly Right-of-Way line of Grand Trunk Western Railroad: (1) N. 45°10'30" W. 1259.20 feet, and (2) N. 39°38'57" W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24°03'14", long chord bears N. 27°37'20" W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) S. 69°19'44" W. along said Southerly line, 211.25 feet, and (5) continuing along said Southerly line N. 45°17'26" W., 1000.00 feet, and (6) continuing along said Southerly line N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W, 742.68 feet to a point on the Southeast Right-of-Way line of Martin Luther King Jr. Blvd. (width varies); thence the following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on the Southerly Right-of-Way line of South Boulevard (120 feet wide); thence the following four (4) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 2484.32 feet, and (4) Due East, 554.86 feet to a point on the Westerly line of said Unit 52 of Centerpoint Business Campus Condominium extended across the South Boulevard Right-of-Way to the South; thence N 00°26'10" E along the Westerly line of said Unit 52 and extension thereof, and along the East line of vacated Belt Line Railroad, delineated in "ASSESSOR'S PLAT NO. 141", as recorded in Liber 54A, Pages 99 & 99A, O.C.R., 903.00 feet to the Northwest corner of said Unit 52, said point also lying on the Southerly Right-of-Way line of the Centerpoint Parkway North (66 feet wide); thence due East along said South line of Centerpoint Parkway North and extension thereof,

1828.40 feet to the West line of Opdyke Road, said point also being the Northeast corner of said Unit 42 of Centerpoint Business Campus Condominium; thence S. $01^{\circ}50'27''$ E., along said West line of Opdyke Road and East line of said Units 42, 43, 49, and 50 of Centerpoint Business Campus Condominium, 843.41 feet to point of beginning.

Containing 21,176,512 sq.ft. or 486.146 acres of land more or less, and being subject to all Right-of-Ways and easements of record.

ATTACHMENT 2
RESTRICTIVE COVENANTS



90064
 LIBER 39011 PAGE 84
 \$24.00 MISC RECORDING
 \$4.00 REIMBURSEMENT
 04/13/2007 01:46:19 P.M. RECEIPT# 39303

PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

RC-WHMD-111-07-003
 March 30, 2007

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by General Motors Corporation ("GM"), with an address of 300 Renaissance Center, Detroit, Michigan 48265, and is recorded with the Oakland County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located within the area of 2100 South Opdyke Road in Pontiac, Michigan. The legal descriptions and surveys of the portion of the property that is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property") are attached hereto as Exhibit 1. The general location of the portion of the property subject to the land use and resource use restrictions is attached hereto as Exhibit 2.

The Property is associated with the GM Pontiac Centerpoint Campus, legally described in Exhibit 3, and has United States Environmental Protection Agency ("USEPA") Identification Number MID005356902 and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On April 28, 2006, GM submitted to the USEPA a Corrective Measures Proposal (CMP) that proposed final Corrective Measures at the Property. The CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property, and issued a Final Decision on August 3, 2006 approving the corrective action at the Property including implementation of an enforceable mechanism to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Oakland County Register of Deeds to: (1) prohibit use of shallow groundwater for potable use on areas of the Property shown on Exhibit 1; and (2) restrict the uses of the Property shown on Exhibit 1 for any purpose other than those characterized by the Michigan Department of Environmental

29P
R

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OK - LG

March 30, 2007

Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial ("Commercial/Industrial"), unless otherwise agreed to by GM and USEPA and in consultation with MDEQ; and (3) restrict a portion of the burn pile to prevent exposure to workers not wearing required Personal Protective Equipment (PPE) and prevent the construction of a building as shown on Exhibit 1.

The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary; and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances have been detected at the Property at concentrations above generic residential cleanup criteria promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 et seq., as amended. Corrective action has been undertaken to reduce this contamination to below applicable Commercial/ Industrial criteria.

Areas of the Property described in Exhibit 1 may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic cleanup criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA and the Final Decision issued by USEPA.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities authorized to act on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"),

March 30, 2007

1990 AACS R 299.5101 *et seq.*, shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use and Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as third party beneficiary.

1. The Owner shall prohibit all uses of the Property described in Exhibit 1 that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 4, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of RCRA; the administrative rules promulgated thereunder; and all other applicable state and federal laws.

3. The Owner shall prohibit any construction of wells or other devices to extract shallow groundwater for potable use from the Property described in Exhibit 1.

4. The Owner shall prohibit any excavation or other intrusive activity at the burn pile as presented in Exhibit 1 that could result in the exposure to workers not wearing required PPE and the owner shall prohibit the construction of a building.

5. The Owner shall not in any way interfere with the operation of the Building 33 LNAPL and groundwater collection and treatment system.

6. The owner shall not remove, disturb or damage any monitoring wells on the Property except as provided in the Long-Term Monitoring (LM) Plan without USEPA approval.

7. The Owner shall not remove, cover, obscure, or otherwise alter or interfere with the permanent marker placed at the burn pile noted in the Permanent Marker Plan, Exhibit 5. The Owner shall keep vegetation and other materials clear of the permanent markers to ensure that the markers are readily visible.

8. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for

March 30, 2007

compliance with the terms and conditions of this Restrictive Covenant MDEQ Reference Number RC-WHMD-111-07-003. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

9. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM in consultation with MDEQ and the Owner shall cooperate in making any required modification.

10. The Owner shall provide written notice to GM, USEPA, and MDEQ within seven days of the time the Owner becomes aware of any activities that are inconsistent with the restrictions and covenants in this Restrictive Covenant.

11. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with the Consent Order.

12. GM intends that any and all owners, operators, and tenants shall not "treat", "store", or "dispose" of any "hazardous substances", hazardous wastes", or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 9601 et. seq., or under similar applicable state law, on, at, or below the Property, and shall maintain generator-only status or no generator of hazardous waste status; provided, however, that it shall be permitted to (i) accumulate such substances or wastes, generated at the site, and as allowed under applicable laws and regulations for off-site treatment, off-site storage, or off-site disposal, and (ii) use and store commercial products on-site which may contain such substances in accordance with applicable laws and regulations.

13. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

14. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

March 30, 2007

15. GM hereby reserves unto itself, its representatives, contractors, and assigns, the right of access to, and an easement to and over, the Property to enter the Property with persons and such equipment as determined necessary in GM's sole discretion and judgment to implement any remediation and corrective actions required under the environmental laws. Notwithstanding the foregoing, prior to entering onto the Property pursuant to this provision, GM shall provide subsequent Owners of all or part of the Property reasonable notice. Subsequent Owners of all or part of the Property shall be entitled to escort GM, or its agent, employees or contractors onto the Property and observe all of GM's activities, and GM shall comply with all applicable laws and regulations in connection with GM's access to the Property.

16. List of Exhibits:

Exhibit 1 - Limits of Land Use and Resource Use Restrictions - Survey and Legal Description

Exhibit 2 - Limits of Land Use and Resource Use Restrictions - General Location

Exhibit 3 - Legal Description

Exhibit 4 - Description of Allowable Uses

Exhibit 5 - Permanent Marker Plan - Burn Pile

17. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

[SIGNATURES BEGIN ON NEXT PAGE]

March 30, 2007

IN WITNESS WHEREOF,

General Motors Corporation has caused this Restrictive Covenant, RO-RRD-06 to be executed on this 11th day of April, 2007.

EXECUTION RECOMMENDED
WORLDWIDE REAL ESTATE
BY Holly A. Milewski

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: Debra Homic Hoge
Signature

Name: **DEBRA HOMIC HOGE**
Its: **DIRECTOR**
WORLDWIDE REAL ESTATE

STATE OF MICHIGAN)
COUNTY OF Wayne)

ss.

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 11th day of April, 2007, by Debra H Hoge, the Director of General Motors Corporation, a Delaware corporation, on behalf of the Corporation.

CRYSTAL HOLMES
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 20, 2012
ACTING IN COUNTY OF Wayne

Crystal Holmes
Print name: Crystal Holmes
Notary Public, State of Michigan,
County of Wayne
My commission expires 5/20/2012
Acting in the County of Wayne

Prepared by:
Jeffery Braun
General Motors Corporation
300 Renaissance Center
M.C. 482-C24-D24
Detroit, Michigan 48243
313-665-4875

When recorded return to:
Worldwide Real Estate/General Motors Corporation
MC 482-B38-C96
200 Renaissance Center
Detroit, Michigan 48265
Attention: Holly A. Milewski

EXHIBIT 1

LIMITS OF LAND USE AND RESOURCE USE RESTRICTIONS

SURVEY AND LEGAL DESCRIPTION

GM PCC West Centerpoint Business Campus**LEGAL DESCRIPTION (AS SURVEYED)**

(Sidwell No.: 19-03-101-001, 19-03-101-002, 19-04-226-010, 19-04-226-012, 19-04-226-016, and 19-04-226-019)

Land in the City of Pontiac, Oakland County, Michigan, being all of lots 1, 2, 3 & 4, part of lots 5 & 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N,R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of lots 2 & 3, all of lot 4 and part of lot 5, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N,R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, also part of said Section 3, lying within the following described parcel:

Commencing at the North property controlling $\frac{1}{4}$ Corner of said Section 3; thence N. $87^{\circ}23'00''$ W. along the North property controlling line of said Section 3, 1434.58 feet to a point, said point being distant S $87^{\circ}23'00''$ E along said North property controlling line, 1049.50 feet from the Northwest property controlling corner of said Section 3; thence S. $02^{\circ}36'20''$ W., 60.00 feet to a point on the Southerly right-of-way line of South Boulevard (width varies) and Westerly right-of-way line of Ring Road (50 feet wide), said point also being the Point of Beginning; thence continuing S $02^{\circ}36'20''$ W along said Westerly right-of-way line of Ring Road, 2175.92 feet; thence 250.30 feet along said Westerly line of Ring Road and along a curve to the left (radius 319.50 feet, central angle $44^{\circ}53'11''$, long chord bears S. $19^{\circ}50'14''$ E., 243.95 feet); thence S. $42^{\circ}16'49''$ E. along said Westerly line of Ring Road and along Southerly line of Unit 48 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records, 511.12 feet; thence the following nine (9) courses along the Southerly line of said Unit 48 and Unit 25 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) 87.40 feet along a curve to the left (radius 358.00 feet, central angle $13^{\circ}59'14''$, long chord bears S. $65^{\circ}55'06''$ E., 87.18 feet), and (2) S. $72^{\circ}54'43''$ E., 82.10 feet, and (3) 256.77 feet along a curve to the right (radius 393.00 feet, central angle $37^{\circ}25'50''$, long chord bears S. $54^{\circ}06'50''$ E., 252.20 feet), and (4) S. $35^{\circ}22'57''$ E., 5.04 feet, and (5) due East, 356.59 feet, and (6) N. $45^{\circ}00'00''$ E., 52.32 feet, and (7) S. $86^{\circ}19'30''$ E., 130.98 feet, and (8) S. $45^{\circ}00'00''$ E., 40.45 feet, and (9) due East, 413.69 feet to a point on the Westerly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly right-of-way line of said Centerpoint Parkway: (1) S. $04^{\circ}42'41''$ W., 141.05 feet, and (2) 299.62 feet along a curve to the right (radius 700.00 feet, central angle $24^{\circ}31'28''$, long chord bears S. $16^{\circ}58'24''$ W., 297.34 feet), and (3) S. $29^{\circ}14'08''$ W., 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle $74^{\circ}24'38''$, long chord bears S. $07^{\circ}58'11''$ E., 628.86 feet) to the point "A", said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence the following ten (10) courses along said Northerly right-of-way line of G.T.W. Rail Road: (1) N. $45^{\circ}10'30''$ W. 993.14 feet, and (2) N. $39^{\circ}38'57''$ W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle $24^{\circ}03'14''$, long chord bears N. $27^{\circ}37'20''$ W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) thence

S. 69°19'44" W., 211.25 feet, and (5) N. 45°17'26" W., 1000.00 feet, and (6) N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W, 742.68 feet to a point on the Southeast right-of-way of Martin Luther King Jr. Blvd. (width varies); thence following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on said Southerly right-of-way line of South Boulevard; thence following three (3) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 1048.38 feet to the Point of Beginning.

Contains 3,471,699 Square Feet or 79.699 acres, more or less, and being subject to all right-of-ways, easements and restrictions of record.

19-03-101-002

LEGAL DESCRIPTION OF "AREA FOR ADDITIONAL RESTRICTION" (AS SURVEYED)

Part of Sidwell No. ^{PT} 19-03-101-001/002

Land in the City of Pontiac, Oakland County, Michigan, being a part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N,R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of said Section 3, lying within the following described parcel:

Commencing at the Southeast corner of Unit 25 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 18667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records; said point also lying on the Easterly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly right-of-way line of said Centerpoint Parkway: (1) S. 04°42'41" W., 141.05 feet, and (2) 299.62 feet along a curve to the right (radius 700.00 feet, central angle 24°31'28", long chord bears S. 16°58'24" W., 297.34 feet), and (3) S. 29°14'08" W., 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle 74°24'38", long chord bears S. 07°58'11" E., 628.86 feet) to the point "A", said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence N. 45°10'30" W. along said Northerly right-of-way line of G.T.W. Rail Road, 413.82 feet; thence N. 51°53'13" E. 17.19 feet to the Point of Beginning of the "Area For Additional Restriction"; thence continuing N. 51°53'13" E., 82.18 feet; thence

LIGER39011 28093

S. 55°21'59" E., 75.24 feet; thence S. 05°57'58" E., 53.89 feet; thence N. 78°13'03" W.,
97.09 feet; thence N. 55°11'16" W., 45.22 feet to the Point of Beginning.
Contains 7,226 Square Feet or 0.166 acres, more or less.

GM Pontiac East Assembly Plant**LEGAL DESCRIPTION "PER RECORD" (BASED ON PROPERTY CONTROLLING CORNERS)**

Sidwell No.: 19-03-200-019

52026

T2N, R10E, Section 3, Assessor's Plat No. 110, part of lots 5, 6 & 7, all of lot 8 & part of lot 9 & all of lot 10, also part of E 1/2 of said Section 3, all described as beginning at point distant S 00°36'21" W 1215.50 feet from NE corner of said Section 3; thence S 00°36'21" W, 2059.81 feet (to E 1/4 corner of said Section 3); thence S 00°24'47" E, 880.96 feet; thence S 89°35'13" W, 95.00 feet; thence along curve to left, radius 215.00 feet, chord bears S 61°29'01" W, 202.56 feet, distance of 210.91 feet; thence along curve to right, radius 225 feet, chord bears S 62°11'13" W, 216.83 feet, distance of 226.24 feet; thence N 89°00'24" W, 1422.62 feet; thence N 45°10'30" W, 432.91 feet; thence along curve to right, radius 400 feet, chord bears N 07°58'11" W 483.74 feet, distance of 519.48 feet; thence N 29°14'08" E, 299.59 feet; thence along curve to left, radius 750 feet, chord bears N 15°19'08" E, 360.76 feet, distance of 364.33 feet; thence N 01°24'09" E, 632.31 feet, thence along curve to left, radius 750 feet, chord bears N 14°17'32" W, 405.77 feet, distance of 410.89 feet; thence N 29°59'13" W, 24.18 feet; thence N 01°32'01" E, 299.48 feet; thence N 87°51'44" W, 61.57 feet; thence N 02°32'55" E, 124.59 feet; thence S 87°25'59" E, 287.26 feet; thence N 00°11'13" E, 616.94 feet; thence along curve to left, radius 450 feet; chord bears N 47°58'00" E, 65.95 feet, distance of 66.00 feet; thence N 44°34'41" E, 56.60 feet; thence along curve to right, radius 357 feet, chord bears N 67°36'06" E, 279.25 feet, distance of 286.91 feet; thence S 89°22'30" E, 723.10 feet; thence S 85°22'15" E, 200.49 feet; thence along curve to right, radius 190 feet, chord bears S 51°09'50" E, 235.05 feet, distance of 253.43 feet; thence S 12°57'10" E, 184.05 feet; thence along curve to left, radius 250 feet, chord bears S 51°10'24" E, 309.35 feet, distance of 333.54 feet; thence S 89°23'39" E, 155.72 feet to the point of beginning. EXCEPT that part in Opdyke Road 11-7-96 FR 008, 009 & 426-004.

LEGAL DESCRIPTION "AS SURVEYED" (BASED ON PROPERTY CONTROLLING CORNERS)

52026

Land in the City of Pontiac, Oakland County, Michigan, being all that part of lots 5-9, all of lot 10, part of lot 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N,R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed), T.2N.,R.10E., City of Pontiac, Oakland County, Michigan; thence S. 00°36'21" W. along the East line of said Section 3, 1215.50 feet; thence N. 89°23'39" W., 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide) and being the Point of Beginning; thence S. 00°36'21" W. along the West line of Opdyke Road, 2060.01 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County

Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, 40, and 24 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) S. 89°35'13" W., 35.00 feet, and (2) N. 00°24'47" W., 20.00 feet, and (3) 210.91 feet along a curve to the left (radius 215.00 feet, central angle 56°12'23", long chord bears S. 61°29'01" W., 202.56 feet) to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57°36'46", long chord bears S. 62°11'13" W., 216.83 feet), and (5) N. 89°00'24" W., 1422.62 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following seven (7) courses along said Easterly line of Centerpoint Parkway: (1) N. 45°10'30" W., 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.00 feet, central angle 74°24'38", long chord bears N. 07°58' 11" W., 483.74 feet), and (3) N. 29°14'08" E., 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27°49'59", chord bears N. 15°19'08" E., 360.76 feet), and (5) N. 01°24'09" E., 632.31 feet, and (6) 410.89 feet along a curve the left (radius 750.00 feet, central angle 31°23'22", long chord bears N. 14°17'32" W., 405.77 feet), and (7) N. 29°59'13" W., 24.18 feet to the most Southerly corner of Unit 10 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence the following three (3) courses along the Easterly and Northerly line of said Unit 10: (1) N. 01°32'01" E., 299.48 feet, and (2) N. 87°51'44" W., 61.57 feet, and (3) N. 02°32'55" E., 124.59 feet to a point, said point being an interior lot corner on the South line of Unit 11 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence S. 87°25'59" E., 287.26 feet to the Southeast corner of said Unit 11; thence N. 00°11'13" E. along the East line of said Unit 11, 616.94 feet; to a point on the Southerly line of Campus Drive (width varies), said point being the Northeast corner of said Unit 11; thence the following nine (9) courses along said Southerly line of Campus Drive: (1) 66.00 feet along a curve to the left (radius 450.00 feet, central angle 08°24'14", long chord bears N. 47°58'00" E., 65.95 feet), and (2) N. 44°34'41" E., 56.60 feet, and (3) 286.91 feet along a curve to the left (radius 357.00 feet, central angle 46°02'49", chord bears N. 67°36'06" E., 279.25 feet), and (4) S. 89°22'30" E., 723.10 feet, and (5) S. 85°22'15" E., 200.49 feet, and (6) 253.43 feet along a curve to the right (radius 190.00 feet, central angle 76°25'20", long chord bears S. 51°09'50" E., 235.05 feet), and (7) S. 12°57'10" E., 184.05 feet, and (8) 333.54 feet along a curve to the left (Radius 250.00 feet, central angle 76°26'28", long chord bears S. 51°10'24" E., 309.35 feet), and (9) S. 89°23'39" E., 95.72 feet to the point of beginning.

Contains 7,076,179 Square Feet or 162.424 acres and subject to all easements and restrictions of record.

GM PCC East, Detention Pond, Centerpoint Business Campus**LEGAL DESCRIPTION (BASED ON PROPERTY CONTROLLING CORNERS)**

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as:

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lot 7, as platted, a part of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Commencing at the North property controlling 1/4 corner of said Section 3, Township 2 North, Range 10 East; thence due East along the North property controlling line of Section 3, 1778.26 feet to a point, said point being distant due West along said North property controlling line of Section 3, 669.60 feet from the Northeast property controlling corner of said Section 3; thence due South, 60.00 feet to a point on the South line of South Boulevard (120 feet wide) and West line of North Connector Road (66 feet wide), said point being the Point of Beginning; thence continueing due South along the West line of said North Connector Road, 195.69 feet; thence South 74 degrees 26 minutes 44 seconds West, 16.09 feet; thence Due West, 453.06 feet; thence North 44 degrees 50 minutes 04 seconds West, 20.48 feet; thence due North, 185.48 feet to a point on said South line of South Boulevard; thence due East along said South line of South Boulevard, 483.00 feet to the Point of Beginning.

Containing 96,462 sq. ft. or 2.214 acres in area, more or less, and being subject to all easements of record.

pt 19-03-201-001

52026

PCC Central Centerpoint Business Campus**LEGAL DESCRIPTION**

Land situated in the City of Pontiac, County of Oakland, State of Michigan, described as:

That part of Lot 5, ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 46 of Plats, Oakland County Records, described as follows: Beginning at a point on the North line of said Section 3, which is North 87 degrees 23 minutes 00 seconds West, 49.70 feet from the North ¼ corner of said Section 3; thence South 02 degrees 36 minutes 47 seconds West, 1125.94 feet; thence on a curve to the left, having a radius of 810.00 feet, with a chord bearing and distance of South 13 degrees 41 minutes 13 seconds East, 454.68 feet; thence South 29 degrees 59 minutes 13 seconds East, 135.67 feet; thence South 60 degrees 00 minutes 47 seconds West, 498.29 feet; thence on a curve to the left having a radius of 347.00 feet, with a chord bearing and distance of South 41 degrees 09 minutes 50 seconds West, 224.22 feet; thence South 18 degrees 13 minutes 45 seconds West, 175.45 feet; thence South 22 degrees 18 minutes 53 seconds West, 347.12 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of South 80 degrees 01 minutes 02 seconds West, 455.61 feet; thence North 42 degrees 16 minutes 49 seconds West, 408.58 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of North 19 degrees 50 minutes 14 seconds West, 205.77 feet; thence North 02 degrees 36 minutes 20 seconds East, 2236.04 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East along said North line, 1334.96 feet to the Point of Beginning.

19-03-126-008

52046

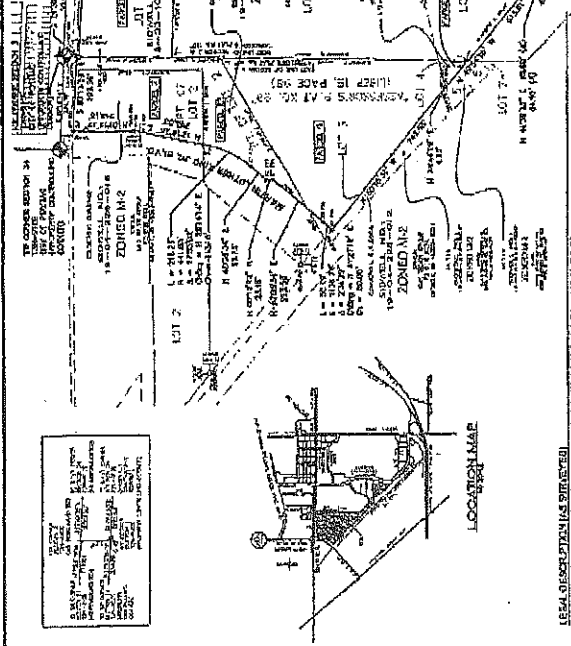
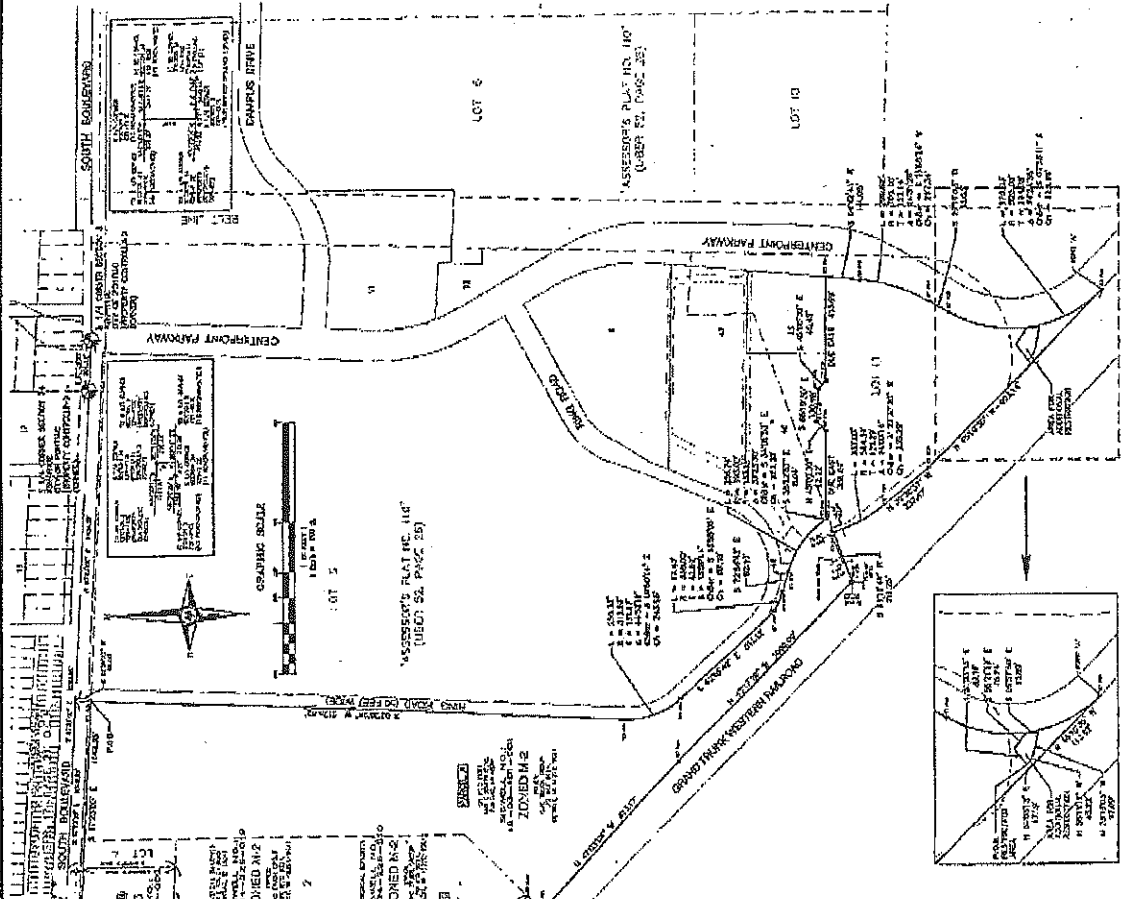
NOWAK & FRAUS

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 and Surveyors
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 Atlanta, Georgia 30342
 Phone: 404-525-8800
 Fax: 404-525-8803

Professional Engineer
 License No. 10000
 State of Georgia
 Professional Surveyor
 License No. 10000
 State of Georgia



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LEGAL DESCRIPTION (AS SHOWN)

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REPLACEMENT SURVEY

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LEGAL DESCRIPTION (AS SHOWN)

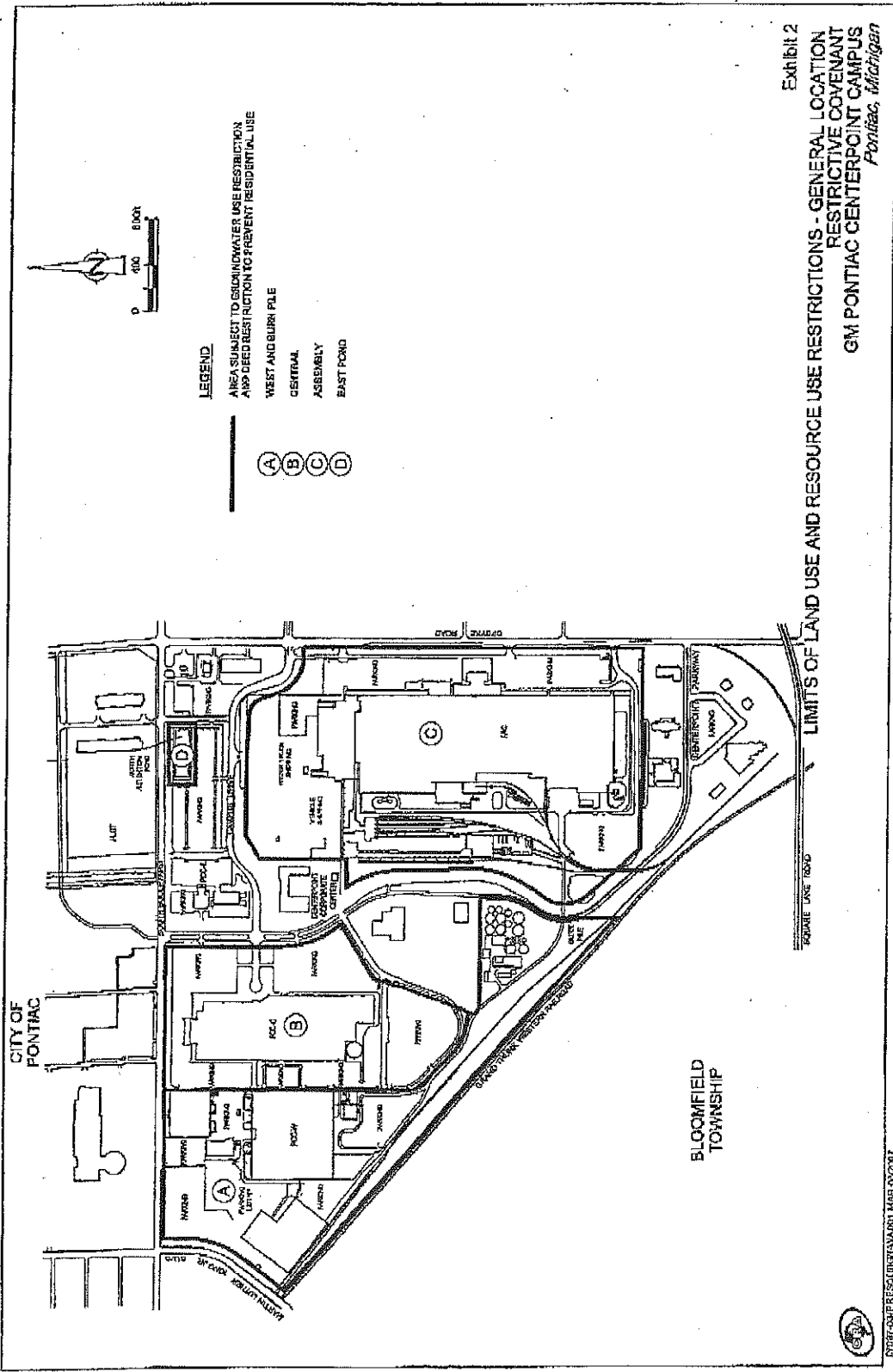
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LINE 39011 REV 98

EXHIBIT 2

LIMITS OF LAND USE AND RESOURCE USE RESTRICTIONS

GENERAL LOCATION



LEGEND

AREA SUBJECT TO GROUNDWATER USE RESTRICTIONS AND DEED RESTRICTION TO PREVENT RESIDENTIAL USE

WEST AND BURK PILE

CENTRAL

ASSEMBLY

EAST POND

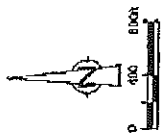


Exhibit 2

LIMITS OF LAND USE AND RESOURCE USE RESTRICTIONS - GENERAL LOCATION RESTRICTIVE COVENANT GM PONTIAC CENTERPOINT CAMPUS Pontiac, Michigan



STAFF-COURT RESTRICTIONS MAR 02/2007

EXHIBIT 3

LEGAL DESCRIPTION

GM Pontiac Centerpoint Campus Facility**LEGAL DESCRIPTION**

1B098

52026

900/004

Part of lots 2 & 3, all of lot 4 and part of lots 5 & 6, as platted, a part of "Assessor's Plat No. 98", a part of Section 4, T.2N, R.10E., as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, ALSO all of lots 1, 2, 3, 4, 5, 6, part of lots 7, 8 & 9, all of lot 10, part of lot 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110", a part of Section 3, T.2N, R.10E., as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, ALSO all of Units 4, 5, 7, 9, 10, 11, 13, 14, 19, 21, 22, 24, 25, 27, 32, 34, 40, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, and 57 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed thereof as recorded in Liber 16667, Pages 11 through 47 inclusive, and as amended by First Amendment to Master Deed recorded in Liber 17018 Pages 808 through 818, and as amended by Second Amendment to Master Deed as recorded in Liber 17615, Pages 107 through 120 and as amended by Third Amendment to Master Deed as recorded in Liber 18244, Pages 160 through 171, and as amended by Fourth Amendment to Master Deed as recorded in Liber 20069, Pages 099 through 110, and as amended by the Fifth Amendment to the Master Deed as recorded in Liber 21468, page 838, and as amended by the Sixth Amendment to the Master Deed as recorded in Liber 24909, page 536-549, and as amended by the Seventh Amendment to the Master Deed as recorded in Liber 28874, page 141-157, and as amended by the Eight Amendment to the Master Deed as recorded in Liber 35596, page 855, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, together with rights in General Common Elements and Limited Common Elements, as set forth in the above Master Deed and as described in Act 59 of the Public Acts of 1978, as amended, ALSO part of Section 3, T.2N, R.10E., and part of Section 34, T.3N, R.10E., City of Pontiac, Oakland County, Michigan, all of the above being more particularly described as:

Beginning at a point distant due West along the North Property Controlling Line of Section 3, T.2N., R.10E. (as previously surveyed), 60.00 feet from the Northeast Property Controlling Corner of said Section 3 (as previously surveyed); thence S. 00°36'21" W. along the West line of Opdyke Road (120 feet wide), 3274.88 feet to a point of deflection; thence S. 00°24'47" E. along the West line of Opdyke Road, 1109.17 feet to a point on the Westerly Right-of-Way line of a highway ramp (width varies), said point also lying on the Southerly and Easterly line of said Unit 5 of Centerpoint Business Campus Condominium; Thence the following seven (7) courses along said Westerly Right-of-Way line of the highway ramp and Southeasterly and Southerly line of said Units 4, 5, 19, 32, and 55 of Centerpoint Business Campus Condominium: (1) S. 89°35'13" W., 30.00 feet, and (2) S. 03°24'04" W., 451.00 feet, and (3) S. 24°36'14" W., 331.06 feet, and (4) S. 43°03'54" W., 431.82 feet, and (5) S. 62°11'47" W., 340.00 feet, and (6) S. 82°40'27" W., 302.66 feet, and (7) N. 89°17'36" W., 102.40 feet to a point on the Northeasterly line of Grand Trunk Western Railroad Right-of-Way (width varies), said point being the Southwesterly corner of said Unit 55 of Centerpoint Business Campus Condominium; thence the following seven (7) courses along said Northeasterly line of Grand Trunk Western Railroad Right-of-Way and Southwesterly line of said Units 55 & 57 of said Centerpoint Business Campus Condominium: (1) 556.10 feet along a curve to the left (radius 5874.58 feet, central angle 05°25'25", long chord bears N. 30°18'06" W., 555.89

feet), and (2) N. 56°25'30" E., 30.56 feet, and (3) N. 33°34'30" W., 204.44 feet, and (4) N. 36°38'30" W., 354.49 feet, and (5) N. 39°27'30" W., 286.71 feet, and (6) N. 45°22'40" W., 110.01 feet, and (7) N. 00°35'31" E., 98.83 feet to a point on the Westerly Right-of-Way line of Centerpoint Parkway (width varies); thence the following ten (10) courses along said Northeasterly Right-of-Way line of Grand Trunk Western Railroad: (1) N. 45°10'30" W. 1259.20 feet, and (2) N. 39°38'57" W., 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24°03'14", long chord bears N. 27°37'20" W., 235.29 feet) to a point on the Southerly line of lot 5 of said "Assessor's Plat No. 110", and (4) S. 69°19'44" W. along said Southerly line, 211.25 feet, and (5) continuing along said Southerly line N. 45°17'26" W., 1000.00 feet, and (6) continuing along said Southerly line N. 47°03'06" W., 813.17 feet to the most Westerly corner of said lot 5, and (7) N. 44°39'23" E., 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of lot 1 of said "Assessor's Plat No. 110", (8) N. 49°54'16" W., 515.91 feet to a point on the common line between lots 3 & 5 of said Assessor's Plat No. 98, and (9) N. 74°44'09" E. along said common line between said lots 3 & 5 of Assessor's Plat No. 98, 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said lot 3, and the most Westerly corner of said lot 5 of Assessor's Plat No. 98, measured along said common line between said lots 3 & 5, and (10) N. 50°16'31" W. 742.68 feet to a point on the Southeast Right-of-Way line of Martin Luther King Jr. Blvd. (width varies); thence the following seven (7) courses along said Southeast line of Martin Luther King Jr. Blvd.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02°31'29", long chord bears N. 41°21'19" E., 50.08 feet), and (2) N. 40°05'34" E., 263.58 feet, and (3) N. 00°12'42" W., 23.19, and (4) N. 40°05'34" E., 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27°55'02", long chord bears N. 26°14'14" E., 213.16 feet), and (6) N. 12°16'26" E., 283.65 feet, and (7) N. 01°12'32" E., 248.15 feet to a point on the Southerly Right-of-Way line of South Boulevard (120 feet wide); thence the following four (4) courses along said Southerly line of South Boulevard: (1) S 87°13'59" E., 299.36 feet to a point on the common line between said Sections 3 & 4, and (2) S. 01°32'09" W. along said common line between Sections 3 & 4, 10.00 feet, and (3) S. 87°23'00" E., 2484.32 feet, and (4) Due East, 554.86 feet to a point on the Westerly line of said Unit 52 of Centerpoint Business Campus Condominium extended across the South Boulevard Right-of-Way to the South; thence N 00°26'10" E along the Westerly line of said Unit 52 and extension thereof, and along the East line of vacated Belt Line Railroad, delineated in "ASSESSOR'S PLAT NO. 141", as recorded in Liber 54A, Pages 99 & 99A, O.C.R., 903.00 feet to the Northwest corner of said Unit 52, said point also lying on the Southerly Right-of-Way line of the Centerpoint Parkway North (66 feet wide); thence due East along said South line of Centerpoint Parkway North and extension thereof, 1828.40 feet to the West line of Opdyke Road, said point also being the Northeast corner of said Unit 42 of Centerpoint Business Campus Condominium; thence S. 01°50'27" E., along said West line of Opdyke Road and East line of said Units 42, 43, 49, and 50 of Centerpoint Business Campus Condominium, 843.41 feet to point of beginning.

Containing 21,176,512 sq.ft. or 486.146 acres of land more or less, and being subject to all Right-of-Ways and easements of record.

19-03-101-002 - AP# ¹⁵⁰⁹⁸ 98 Lot 2 & AP# ⁵²⁰²⁶ 110 1, 2, 4, 5, 11 & Lot 3 & NW 1/4 SW 1/4 & SE 1/4
 19-03-126-008 - AP# 110 - Lot 5 52026
 19-03-201-001 - AP# 110 Lot 5 - 7 also NW 1/4 52026
 19-03-200-019 - AP# 110 Lot 5 - 6, 7, 8, 9, 10 & NW 1/4 & SE 1/4 52026
 14-34-453-005 - AP# 141 - Lot 9 54A099
 and see attached for additional Sidewalks

EXHIBIT 4
DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and

conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

- a) retail gas stations;
- b) auto service stations;
- c) auto dealerships;
- d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);
- e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;
- f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;

d) publicly owned office buildings;

e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;

f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

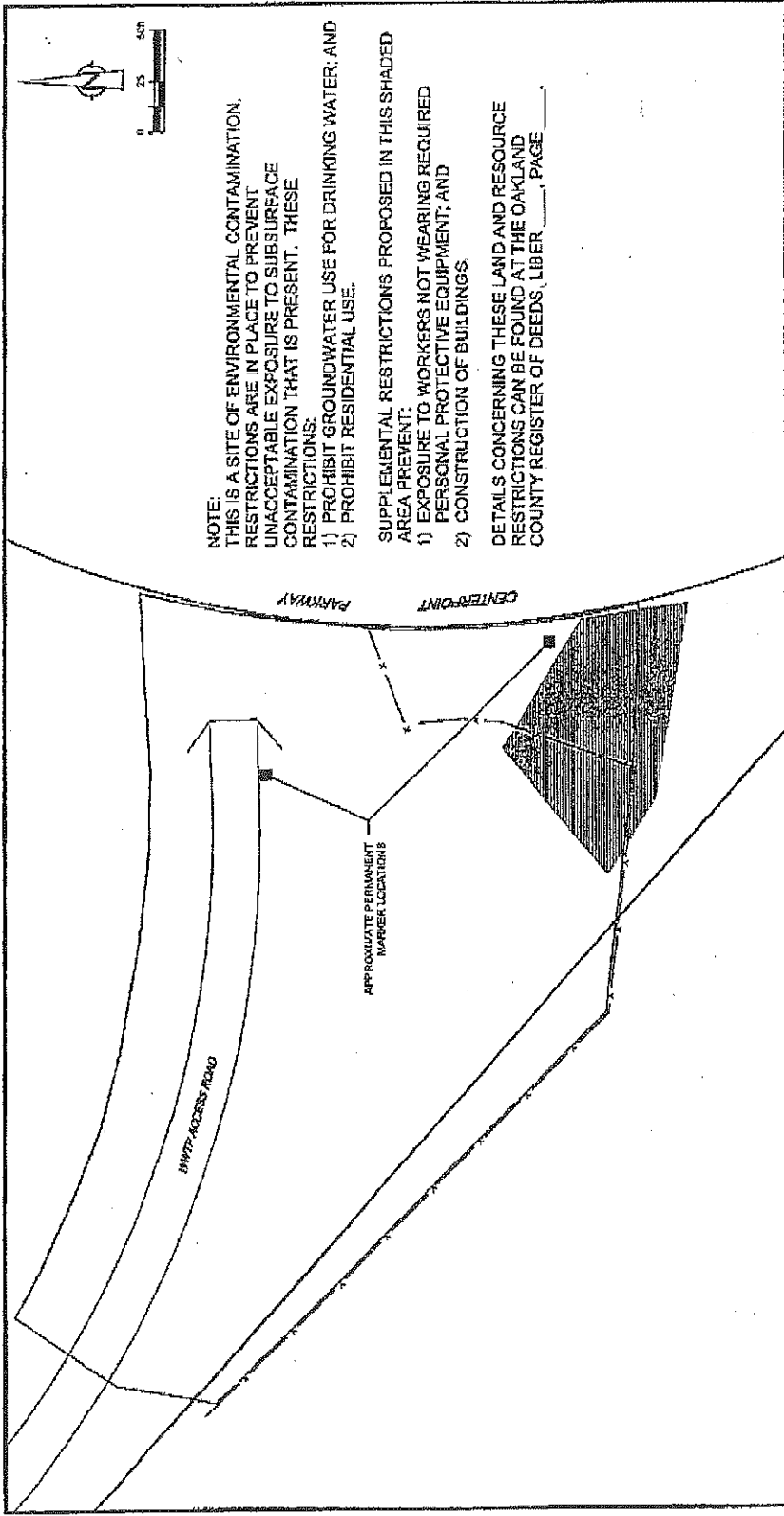
Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.

2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").

EXHIBIT 5

PERMANENT MARKER PLAN -- BURN PILE



NOTE:
 THIS IS A SITE OF ENVIRONMENTAL CONTAMINATION. RESTRICTIONS ARE IN PLACE TO PREVENT UNACCEPTABLE EXPOSURE TO SUBSURFACE CONTAMINATION THAT IS PRESENT. THESE RESTRICTIONS:

- 1) PROHIBIT GROUNDWATER USE FOR DRINKING WATER; AND
- 2) PROHIBIT RESIDENTIAL USE.

SUPPLEMENTAL RESTRICTIONS PROPOSED IN THIS SHADED AREA PREVENT:

- 1) EXPOSURE TO WORKERS NOT WEARING REQUIRED PERSONAL PROTECTIVE EQUIPMENT; AND
- 2) CONSTRUCTION OF BUILDINGS.

DETAILS CONCERNING THESE LAND AND RESOURCE RESTRICTIONS CAN BE FOUND AT THE OAKLAND COUNTY REGISTER OF DEEDS, LIBER _____, PAGE _____.

TITLE EXHIBIT'S	
PERMANENT MARKER PLAN - BURN PILE RESTRICTIVE COVENANT GSM POINTAC CENTERPOINT CAMPUS Powers, Michigan	
OWNER M.O.	APPROVED J.P.
PROJECTAL: 07087-03	SCALE 1"=50'
DATE 2/16/2007	CREATING ASSOC'S SHEET 1 OF 1

 CONESTOGA-ROVERS & ASSOCIATES

CONDOMINIUM CONTROL SHEET LIBER 39011 P. 12.1

OCCP NO 1004 TITLE CENTERPOINT BUSINESS CAMPUS
 CVT CODE 6A TWP/CITY PONTIAC MAP PG NO. _____

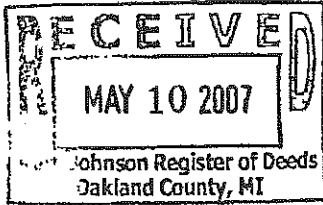
UNIT	BLDG	SIDWELL NO	FROM	UNIT	BLDG	SIDWELL NO	FROM
1		19-03-426-007	19-03-426-008 & 009	35		14-34-476-008	006
2		(008)	()	36		009	()
3		(009)	()	37		010	()
4		427-003	19-03-426-009	38		14-34-453-010	009
5		(002)	()	39		14-34-476-011	453-009
6		(001)	()	40		19-03-427-008	006
7		176-003	19-03-176-009	41		19-03-427-009	006
8		(002)	()	42		14-34-476-012	009
9		(001)	()	43		013	009 & 010
10		202-002	19-03-200-009	44		014	010
11		(001)	()	45		015	008
12		176-001	19-03-200-010	46		14-34-453-011	476-011
13		(002)	()	47		19-03-176-008	006 & 007
14		(003)	()	48		009	006
15		14-34-476-006	*	49		14-34-476-016	014
16		453-008	14-34-453-009	50		017	014
17		()	**	51		14-34-453-012	010
18		()	14-34-380-010	52		013	010
19		19-03-426-010	19-03-426-009	53		19-03-226-006	005
20		(001)	()	54		007	005
21		427-004	19-03-427-001	55		19-03-426-014	78 & 12
22		(005)	()	56		015	008
23		(006)	()	57		016	007
24		(007)	()				
25		176-004	-002				
26		(005)	-002				
27		226-004	-001				
28		(005)	-001				
29		176-006	005				
30		(-002)	005				
31		426-008	011				
32		(013)	011				
33		14-34-453-009	008 & 476-006				
34		(476-007)	006				

Balance Parcels
 14-34-380-042 ✓
 (451-026 ✓
 19-03-101-001 ✓
 (200-019 ✓
 201-001 ✓

9001004

11 2A-263-006, 471-004 & 005

LIBER 39117-20191



111228
LIBER 39117 PAGE 191
\$43.00 MISC RECORDING
\$4.00 REIMBURSEMENT
05/10/2007 09:31:09 A.M. RECEIPT# 49834

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

J-LOT
March 30, 2007

RC-WHMD-111-07-002

DECLARATION OF RESTRICTIVE COVENANT

This Declaration of Restrictive Covenant ("Restrictive Covenant") is made by General Motors Corporation ("GM"), with an address of 300 Renaissance Center, Detroit, Michigan 48265, and is recorded with the Oakland County Register of Deeds for the purpose of protecting public health, safety, and welfare, and the environment by prohibiting or restricting activities that could result in unacceptable exposure to environmental contamination present at the property located within the area of Centerpoint Parkway and South Boulevard in Pontiac, Michigan, known as the J-Lot. The property described in Exhibit 1 is subject to the land use and resource use restrictions specified in this Restrictive Covenant (the "Property").

The Property is associated with the GM Pontiac Centerpoint Campus, United States Environmental Protection Agency ("USEPA") Identification Number MID005356902, and is the subject of corrective action pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 *et seq.* This corrective action will be the subject of an Administrative Order on Consent to be entered into between GM and the USEPA. The Administrative Order on Consent will require GM to reserve the right to enforce the restriction and covenants set forth in this Restrictive Covenant in any document conveying an interest in the Property.

On April 28, 2006, GM submitted to the USEPA a Corrective Measures Proposal (CMP) that proposed final Corrective Measures at the GM Pontiac Centerpoint Campus, including the Property. The CMP described and documented the investigations, corrective action activities and proposed controls for contamination remaining at the Property. USEPA reviewed GM's CMP, inspected the Property, and issued a Final Decision on August 3, 2006 approving the corrective action at the Property, including implementation of an enforceable mechanism to ensure that the controls proposed by GM are implemented and remain in place. This Restrictive Covenant and the Administrative Order on Consent are collectively intended to be such a mechanism.

The CMP provides that this Restrictive Covenant will be recorded with the Oakland County Register of Deeds to: (1) prohibit use of shallow groundwater for potable use and (2) restrict the uses of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (Commercial/Industrial), unless otherwise agreed to by GM and USEPA. and in consultation with MDEQ.

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The land and resource use restrictions contained in this Restrictive Covenant are based upon information available at the time the CMP was approved by the USEPA. Failure of the corrective action activities to achieve and maintain the exposure controls and requirements

specified in the CMP; future changes in the environmental condition of the Property; the discovery of environmental conditions at the Property that were not accounted for in the CMP; or use of the Property in a manner inconsistent with the restrictions described herein, may result in conditions at the Property not being protective of public health, safety, and welfare, and the environment.

GM intends to reserve in any future conveyance by GM of an interest in all or part of the Property the right to enforce the restrictions and covenants in this Restrictive Covenant for: (1) GM; (2) USEPA and its authorized representatives, as third party beneficiary; and (3) MDEQ and its authorized representatives.

Summary of Corrective Action Activities

Hazardous substances have been detected at the Property at concentrations above generic residential cleanup criteria promulgated under Part 201, Environmental Remediation, of the Michigan Natural Resources and Environmental Protection Act ("NREPA"), MCL § 324.20101 *et seq.*, as amended. Corrective action has been undertaken to reduce this contamination to below applicable Commercial/Industrial criteria.

Areas of the Property may contain hazardous substances in excess of the concentrations developed as the unrestricted residential generic cleanup criteria under Section 20120a(1)(a) or (17) of the NREPA that have not been addressed by the activities undertaken to date. Prospective purchasers or users of the Property should undertake appropriate due diligence prior to acquiring or using this Property, and undertake appropriate actions to comply with the requirements of Section 20107a of the NREPA and the Final Decision issued by USEPA.

Definitions

"MDEQ" means the Michigan Department of Environmental Quality, its successor entities, and those persons or entities authorized to act on its behalf.

"Owner" means at any given time the then current title holder of the Property or any portion thereof, including the title holder's lessees and those persons or entities authorized to act on its behalf.

"USEPA" means the United States Environmental Protection Agency, its successor entities, and those persons or entities authorized to act on its behalf.

All other terms used in this document which are defined in RCRA and/or Part 3, Definitions, of the NREPA; Part 201 of the NREPA; or the Part 201 Administrative Rules ("Part 201 Rules"), 1990 AACS R 299.5101 *et seq.*, shall have the same meaning in this document as in RCRA and Parts 3 and 201 of the NREPA and the Part 201 Rules, as of the date of filing of this Restrictive Covenant.

NOW THEREFORE,

Declaration of Land Use and Resource Use Restrictions

GM, on behalf of itself, its successors, transferees and assigns, covenants and declares that the Property shall be subject to those restrictions on use described below and intends that said restrictions and covenants shall run with the land, and may be enforced in perpetuity against

the Owner by the following entities: (1) GM, if it is no longer the Owner; (2) MDEQ and its assigns, pursuant to Part 201 of the NREPA; and (3) USEPA and its assigns, as third party beneficiary.

1. The Owner shall prohibit all uses of the Property that are not compatible with the Limited Commercial II, Limited Commercial III, Limited Commercial IV, or Limited Industrial land use categories established by MDEQ under Sections 20120a(1)(g) and (i) of the NREPA, and generally described in the *Description of Allowable Uses*, attached hereto as Exhibit 2, unless otherwise agreed to by GM and USEPA and in consultation with MDEQ.

2. The Owner shall manage all soils, media and/or debris that are excavated or disturbed on the Property in accordance with the applicable requirements of Section 20120c of the NREPA; Part 111, Hazardous Waste Management, of the NREPA; Subtitle C of RCRA; the administrative rules promulgated thereunder; and all other applicable state and federal laws.

3. The Owner shall prohibit any construction of wells or other devices to extract shallow groundwater for potable use from the Property.

4. The Owner shall provide notice to the USEPA Region 5 and the MDEQ of the Owner's intent to transfer any interest in the Property at least twenty-one (21) days prior to consummating the conveyance. A conveyance of title, easement, or other interest in the Property shall not be consummated by the Owner without adequate and complete provision for compliance with the terms and conditions of this Restrictive Covenant MDEQ Reference Number RC-WHMD-111-07-002. The notice required to be made to the MDEQ under this Paragraph shall be made to: Director, MDEQ, P.O. Box 30473, Lansing, Michigan 48909-7973; and shall include a statement that the notice is being made pursuant to the requirements of this Restrictive Covenant. The notice required to be made to the USEPA under this Paragraph shall be made to: Director, RCRA Corrective Action, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, D-8J, Chicago, Illinois, 60604-3507. A copy of this Restrictive Covenant shall be provided to all future owners, heirs, successors, lessees, easement holders, assigns, and transferees by the person transferring the interest.

5. This Restrictive Covenant may only be modified or rescinded with the written approval of the USEPA and GM in consultation with MDEQ and the Owner shall cooperate in making any required modifications.

6. GM on behalf of itself and its successors in title consents to the USEPA and the MDEQ and their designated representatives having the right to enter the Property at reasonable times for the purpose of determining and monitoring compliance with the Consent Order, including the right to take samples, inspect the operation of the response activities and, inspect any records relating thereto, and to perform any actions necessary to maintain compliance with the Consent Order.

7. GM intends that any and all owners, operators, and tenants shall not "treat", "store", or "dispose" of any "hazardous substances", hazardous wastes", or "toxic substances" as those terms are defined under CERCLA, 42 U.S.C. 9601 et. seq., RCRA, 42 U.S.C. 6901 et. seq., or TSCA, 15 U.S.C. 9601 et. seq., or under similar applicable state law, on, at, or below the Property, and shall maintain generator-only status or no generator of hazardous waste status; provided, however, that it shall be permitted to (i) accumulate such substances or wastes, generated at the site, and as allowed under applicable laws and regulations for off-site

treatment, off-site storage, or off-site disposal, and (ii) use and store commercial products on-site which may contain such substances in accordance with applicable laws and regulations.

8. GM is entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against subsequent Owners of all or part of the Property. GM, on behalf of itself and its successors in title, intends and agrees that MDEQ, pursuant to Part 201 of NREPA, and the USEPA, as a third party beneficiary, are entitled to enforce the restrictions and covenants in this Restrictive Covenant by specific performance or other legal action in a court of competent jurisdiction against GM, as Owner, and thereafter against subsequent Owners of all or a part of the Property. All remedies available hereunder shall be in addition to any and all other remedies at law or equity.

9. If any provision of this Restrictive Covenant is held to be invalid by any court of competent jurisdiction, the invalidity of such provision shall not affect the validity of any other provisions hereof, and all such other provisions shall continue unimpaired and in full force and effect.

10. List of Exhibits:

- Exhibit 1 – Legal Description
- Exhibit 2 – Description of Allowable Uses

11. The undersigned person executing this Restrictive Covenant is the Owner, or has the express written permission of the Owner, and represents and certifies that he or she is duly authorized and has been empowered to execute and deliver this Restrictive Covenant.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF,

General Motors Corporation has caused this Restrictive Covenant, ~~RG-RRD-06~~ ^{Hun} to be executed on this 10th day of April, 2007.

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: Debra Hoge
Signature

Name: **DEBRA HOMIC HOGE**
Its: **DIRECTOR**
WORLDWIDE REAL ESTATE

AGREED AND CONSENTED TO BY
OWNER:

Centerpoint Associates,, LLC,
a Michigan corporation ~~LIMITED~~
~~LIABILITY COMPANY~~

BY: [Signature]
Signature

Name: DOUGLAS M. ETKIN
Its: MANAGER

STATE OF MICHIGAN)
COUNTY OF Wayne) ss.

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 10th day of April, 2007, by Debra Hoge, the Director of General Motors Corporation, a Delaware corporation, on behalf of the Corporation.

CRYSTAL HOLMES
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES May 20, 2012
ACTING IN COUNTY OF



Crystal Holmes
Print name: Crystal Holmes
Notary Public, State of Michigan,
County of Wayne
My commission expires 5/20/2012
Acting in the County of Wayne.

LIBER 39117 PG 196

J-LOT
March 30, 2007

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND)

ss.

The foregoing instrument was acknowledged before me in Oakland County, Michigan, this 23rd day of April, 2007, by Douglas M. Etkin, the ~~Manager~~ of Centerpoint Associates, LLC, a Michigan corporation, on behalf of the Corporation.

HELEN NICHOLS
Notary Public, State of Michigan
County of Oakland
My Commission Expires Nov. 24, 2011
Acting in the County of OAKLAND

Helen Nichols
Print name: Helen Nichols
Notary Public, State of Michigan,
County of OAKLAND
My commission expires Nov. 24, 2011
Acting in the County of OAKLAND

Prepared by:

Jeffery Braun
General Motors Corporation
300 Renaissance Center
M.C. 482-C24-D24
Detroit, Michigan 48243
313-665-4875

When recorded return to:

Worldwide Real Estate/General Motors Corp.
MC 482-B38-C96
200 Renaissance Center
Detroit, MI 48265
Attention: Holly A. Milewski

LIBER 39117 PG. 197

J-LOT
March 30, 2007

EXHIBIT 1

LEGAL DESCRIPTION

Exhibit "A"

0001004

Part of Unit 52 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed recorded in Liber 16667, Pages 11 to 47, inclusive, Oakland County Records, First Amendment to the Master Deed recorded in Liber 17018, Pages 808 to 818, inclusive, Second Amendment to the Master Deed recorded in Liber 17615, Pages 107 to 120, inclusive, Third Amendment to the Master Deed recorded in Liber 18244, Page 160 to 171, inclusive, Fourth Amendment to the Master Deed recorded in Liber 20069, Page 99 to 107, inclusive, Fifth Amendment to Master Deed recorded in Liber 21468, Page 838 to 854, inclusive, Sixth Amendment to Master Deed recorded in Liber 24909, Page 537 to 549, inclusive, Seventh Amendment to Master Deed recorded in Liber 28874, Page 149 to 157, inclusive, and Eighth Amendment to Master Deed recorded in Liber 35596, Page 855 to 874, inclusive, Oakland County Records and designated as Oakland County Subdivision Plan No. 1004, together with rights in general common elements and limited common elements as set forth in the above Master Deed (and Amendments thereto) and as described in Act 59 of the Public Acts of 1978, as amended

Being more particularly described as: Beginning at the Southwest corner of said Unit 52 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence North 00 degrees 26 minutes 10 seconds East along the East line of G.T.R.R. Belt Line, delineated in ASSESSOR'S PLAT NO. 141., as recorded in Liber 54A, Pages 99 and 99A, Oakland County Records, 783.00 feet to the Northwest corner of said Unit 52; thence due East, along the South line of Centerpoint Parkway North (66 feet wide), 535.06 feet; thence South 782.98 feet to the point on the North line of South Boulevard (120 feet wide); thence due West along said North line of South Boulevard, 542.02 feet to Point of Beginning.

PT 14-34-453-013

Exhibit 1
Page 2
Survey Drawing of Legal Description

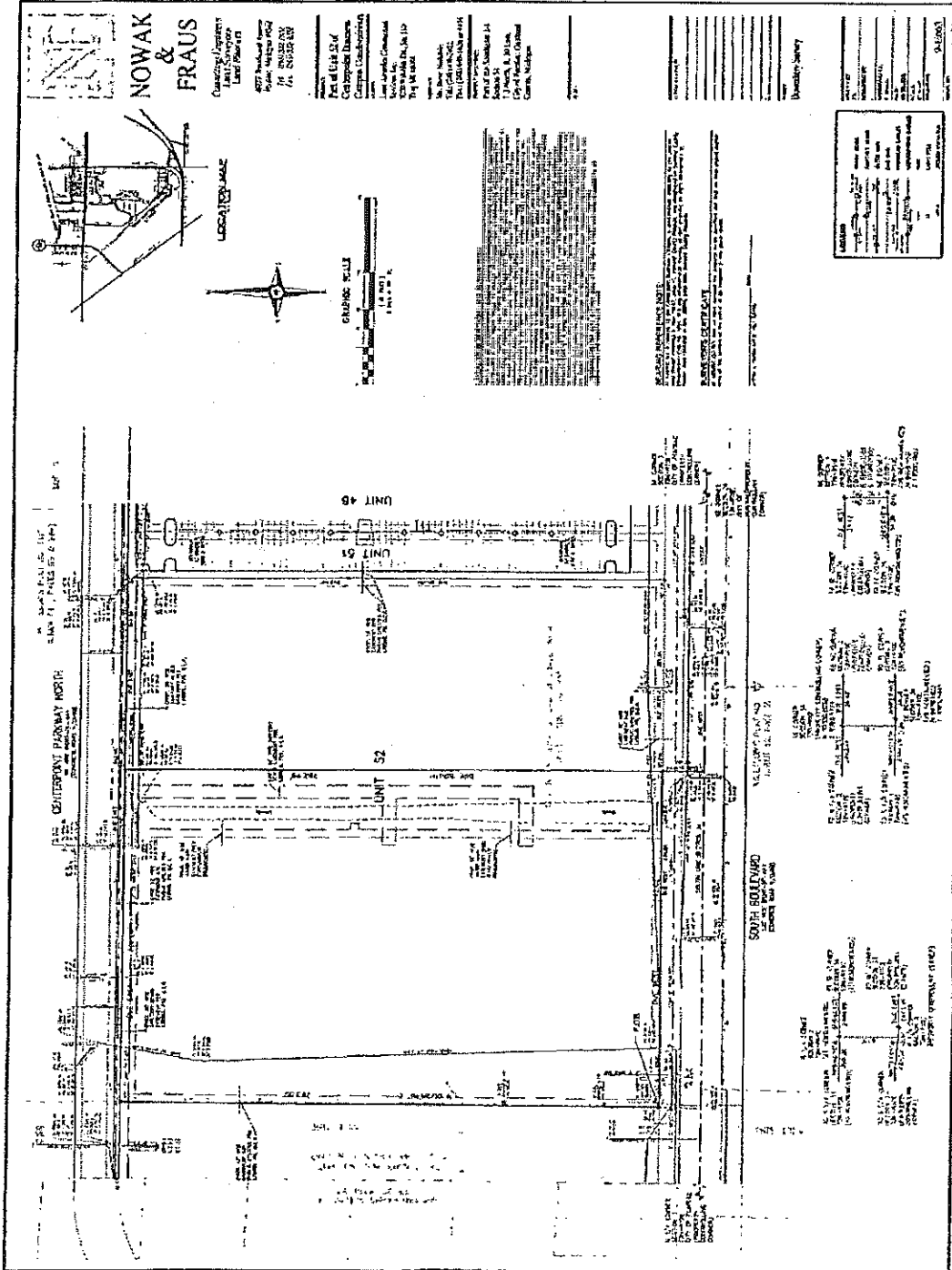


EXHIBIT 2

DESCRIPTION OF ALLOWABLE USES

Commercial Subcategory II Land Use Category

Any uses allowed under the Commercial Subcategory II Land Use Category, described as follows in RRD Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory II: The degree of exposure for such employees under subcategory II property is assumed to be equivalent to the exposures used to model outdoor activities in the development of the generic industrial criteria. As a result, a unique set of generic criteria has not been defined for this subcategory of commercial land use. Properties that fall into this subcategory should be addressed through the application of the generic industrial criteria or through a site-specific risk assessment.

This commercial land use subcategory is characterized by the following features. Access to the public is reliably restricted, consistent with its use by fences, security, or both. Affected surficial soils are located in unpaved or landscaped areas that are frequently contacted by worker populations such as groundskeepers, maintenance workers, or other employees whose primary duties are performed outdoors. If groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. This subcategory could include, but is not limited to, the following uses:

- a) large scale commercial warehouse operations;
- b) wholesale lumber yards;
- c) building supply warehouses.

Commercial Subcategory III Land Use Category

Any uses allowed under the Commercial Subcategory III Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory III (low soil intensive): A worker whose primary duties take place indoors but also include some outdoor activities such as collecting trash is the receptor for this subcategory. A subcategory III commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the property is expected to be intermittent and significantly less in frequency and duration relative to the population working at the facility. Although some of the activities for both worker populations and the general public at a subcategory III commercial property are conducted indoors, a significant component of their activity will likely be outdoors. The worker/receptor population at these commercial facilities is expected to engage in low soil intensive activities. Routine outdoor tasks

performed by these workers are unlikely to result in significant physical interaction with the soil. Affected surficial soils may be contacted, primarily by the worker populations (as may be the cases at gas stations, auto dealerships, or building supply warehouses with unpaved areas). If on-site groundwater is relied on for drinking water, it is assumed that worker populations receive one-half of their total daily drinking water exposure from the facility. The receptors for this subcategory are expected to work at the kinds of establishments that are listed below and conducting activities that take place both indoors and outdoors. This subcategory could include, but is not limited to, the following uses:

- a) retail gas stations;
- b) auto service stations;
- c) auto dealerships;
- d) retail warehouses selling the majority of their merchandise indoors but including some limited storage or stockpiling of materials in an outdoor yard (building supply, retail flower, and garden shops not involving on-site plant horticulture and excluding open air nurseries, tree farms, and sod farms which would fall into an agricultural land use);
- e) repair and service establishments including but not limited to, lawn mower, boat, snowmobile, or small appliance repair shops that have small outdoor yards;
- f) small warehouse operations.

Commercial Subcategory IV Land Use Category

Any uses allowed under the Commercial Subcategory IV Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Commercial Subcategory IV (high soil intensive): A groundskeeper worker population has been identified as the appropriate receptor population for development in this subcategory. The worker/receptor population at these commercial facilities is expected to engage in high soil intensive activities. The primary tasks performed by these workers will result in significant physical interaction with the soil. A subcategory IV commercial property is characterized by the following features. Access to the public is unrestricted, however, the general public's occupancy of the facility is intermittent in frequency and of short duration relative to the worker populations at the facility (i.e., the frequency and duration of general public occupancy at the property is typified by the time necessary to transact business at a retail establishment or to receive personal services). At least a portion of the worker population at this type of commercial property conducts most of their work activities outdoors; this includes those workers from off-site who work at multiple properties such as commercial landscapers. General public contact with these areas is anticipated to be significantly less than the worker's contact, both in terms of frequency and duration. If groundwater is relied upon for drinking water, worker populations

would receive one-half of their total daily drinking water exposure at the facility. This subcategory could include, but is not limited to, the following uses where landscaping exists or has the potential to exist:

- a) professional offices (lawyers, architects, engineers, real estate, insurance, etc.);
- b) medical/dental offices and clinics (not including hospitals);
- c) banks, credit unions, savings and loan institutions, etc.;
- d) publicly owned office buildings;
- e) any retail business whose principal activity is the sale of food or merchandise within an enclosed building;
- f) personal service establishments which perform services indoors (health clubs, barber/beauty salons, mortuaries, photographic studios, etc.).

Industrial Land Use Category

Any uses allowed under the Industrial Land Use Category, described as follows in MDEQ Remediation and Redevelopment Division Operational Memorandum No. 1, December 10, 2004:

Industrial Land Use Category: Industrial land use includes both of the following two elements:

1. The primary activity at the property is and will continue to be industrial in nature (e.g., manufacturing, utilities, industrial research and development, petroleum bulk storage) and access is and will continue to be reliably restricted consistent with its use (e.g., by fences, security personnel, or both). Inactive or abandoned properties can be included in this category if the use was and/or will be industrial, as described above, and access is controlled as necessary to assure unacceptable exposures do not occur. The industrial category does not include farms, gasoline service stations, or other commercial establishments where children may commonly be present.

2. The current zoning of the property is industrial, the zoning is anticipated to be industrial (see below), or the RAP/CAP includes documentation that the current industrial use is a legal nonconforming use. This may include different zoning designations, depending on the community, such as "light industrial" or "heavy industrial." Documentation of zoning must be included in the RAP/CAP and must include a map or current property record card that shows the zoning status of the facility and all adjacent properties. For each designated zoning category, the documentation must also include the text of the zoning code or ordinance for that designation. If the text for the zoning category refers to any other categories, text for those categories must also be included. If the RAP/CAP is based on anticipated zoning changes, documentation of how and when the zoning changes are to be accomplished and that the proposed criteria are consistent

LIBER 39117 26202

J-LOT
March 30, 2007

with the new zoning designation must be provided. The MDEQ shall not grant final approval until a final determination of that zoning change has been made by the local unit of government. The RAP/CAP must identify the nearest current residential land uses and nearest properties which are zoned for residential use. Any legal nonconforming land uses in the vicinity of the facility must be identified in the RAP/CAP (e.g., residential use on a parcel zoned "transitional industrial").

ATTACHMENT 3

LIST OF ALL CURRENT ENCUMBRANCES
ON THE PROPERTY

J Lot PARCEL.

N-098611a

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. Effective Date: February 05, 2007 at 8:00 am

Commitment No.: N-098611a
0000034040

2. Policy or Policies to be issued:

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:

Centerpoint Associates, L.L.C., a Michigan limited liability company, successor by conversion to Centerpoint Associates Limited Partnership

4. The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611a
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

Part of Unit 52 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, according to the Master Deed recorded in Liber 16667, Pages 11 to 47, inclusive, Oakland County Records, First Amendment to the Master Deed recorded in Liber 17018, Pages 808 to 818, inclusive, Second Amendment to the Master Deed recorded in Liber 17615, Pages 107 to 120, inclusive, Third Amendment to the Master Deed recorded in Liber 18244, Page 160 to 171, inclusive, Fourth Amendment to the Master Deed recorded in Liber 20069, Page 99 to 107, inclusive, Fifth Amendment to Master Deed recorded in Liber 21468, Page 838 to 854, inclusive, Sixth Amendment to Master Deed recorded in Liber 24909, Page 537 to 549, inclusive, Seventh Amendment to Master Deed recorded in Liber 28874, Page 149 to 157, inclusive, and Eighth Amendment to Master Deed recorded in Liber 35596, Page 855 to 874, inclusive, Oakland County Records and designated as Oakland County Subdivision Plan No. 1004, together with rights in general common elements and limited common elements as set forth in the above Master Deed (and Amendments thereto) and as described in Act 59 of the Public Acts of 1978, as amended

Being more particularly described as: Beginning at the Southwest corner of said Unit 52 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence North 00 degrees 26 minutes 10 seconds East along the East line of G.T.R.R. Belt Line, delineated in ASSESSOR'S PLAT NO. 141., as recorded in Liber 54A, Pages 99 and 99A, Oakland County Records, 783.00 feet to the Northwest corner of said Unit 52; thence due East, along the South line of Centerpoint Parkway North (66 feet wide), 536.06 feet; thence South 782.98 feet to the point on the North line of South Boulevard (120 feet wide); thence due West along said North line of South Boulevard, 542.02 feet to Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**
1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
 2. PAYMENT OF TAXES:

Tax Identification No. 64-14-34-453-013

2006 Summer tax paid in the amount of \$736.05.

2006 Winter tax paid in the amount of \$35.08.

SEV \$1,192,590
 3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-098611a

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Rights of the co-owners of CenterPoint Business Campus in common elements as set forth in the Master Deed as amended and as described in Act 59 of the Public Acts of 1978 as amended, and all the terms and conditions, regulations, restrictions, easements and other matters set forth in the above described Master Deed and Statutes.
6. Unrecorded utility easement in favor of the Detroit Edison Company, as disclosed in Warranty Deed recorded in Liber 15423, Page 860.
7. Declaration of Covenants, Conditions and Restrictions and Easements contained therein, as recorded in Liber 15598, Page 9; Partial Waiver thereof recorded in Liber 16456, Page 1.
8. Easement Agreement and the terms, conditions and provisions thereof, as recorded in Liber 16403, Page 1.
9. Grant of Landscaping Easements and Agreement for Maintenance, recorded in Liber 16667, Page 1
10. Covenants, conditions and restrictions and other provisions but omitting restrictions, if any, based on race, color, religion, sex, handicap, familial status or national origin as contained in instrument recorded in Liber 20117, Page 92.
11. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and
 NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611a
 Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
 Form No. 91-88 (B-2)

provisions therein, recorded in Liber 22059, Page 802.

12. Leasehold Mortgage and Security Agreement executed by Centerpoint Associates Limited Partnership, a Michigan Limited Partnership to Michigan National Bank, a national banking association in the amount of \$2,000,000.00, dated September 9, 1994, recorded September 20, 1994 in Liber 14986, page 1, as amended by First Amendment recorded January 21, 1997 in Liber 16921, Page 404, also by Second Amendment thereto recorded in Liber 20934, Page 9.
13. Financing Statement between Centerpoint Associates Limited Partnership, as Debtor and Michigan National Bank, as Secured Party, recorded September 26, 1994 in Liber 14998, page 680; Continuation of which was recorded May 4, 1999 in Liber 19927, Page 569.

EAST Assembly Parcel.

N-098611e

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. **Effective Date:** February 05, 2007 at 8:00 am **Commitment No.:** N-098611e
0000034044

2. **Policy or Policies to be issued:**

ALTA Owners Policy **Amount:** "TO BE DETERMINED"
Proposed Insured: TO BE DETERMINED

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

General Motors Corporation, a Delaware corporation

4. **The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611e
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 1:

Part of Lots 5, 6, and 7, all of Lot 8, part of Lot 9, and all of Lot 10, of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, also part of the East 1/2 of Section 3, Town 2 North, Range 10 East, being more particularly described as: Beginning at a point distant South 00 degrees 36 minutes 21 seconds West, 1215.50 feet from the Northeast section corner; thence South 00 degrees 36 minutes 21 seconds West, 2059.81 feet to the East 1/4 corner; thence South 00 degrees 24 minutes 47 seconds East, 880.96 feet; thence South 89 degrees 35 minutes 13 seconds West, 95 feet; thence along a curve to the left, radius 215 feet, chord bears South 61 degrees 29 minutes 01 seconds West, 202.56 feet, distance of 210.91 feet; thence along a curve to the right, radius 225 feet, chord bears South 62 degrees 11 minutes 13 seconds West, 216.83 feet, distance of 226.24 feet; thence North 89 degrees 00 minutes 24 seconds West, 1422.62 feet; thence North 45 degrees 10 minutes 30 seconds West, 432.91 feet; thence along a curve to the right, radius 400 feet, chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet, distance of 519.48 feet; thence North 29 degrees 14 minutes 08 seconds East, 299.59 feet; thence along a curve to the left, radius 750 feet, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet, distance of 364.33 feet; thence North 01 degrees 24 minutes 09 seconds East, 632.31 feet; thence along a curve to the left, radius 750 feet, chord bears North 14 degrees 17 minutes 32 seconds West, 405.77 feet, distance of 410.89 feet; thence North 29 degrees 59 minutes 13 seconds West, 24.18 feet; thence North 01 degrees 32 minutes 01 seconds East, 299.48 feet; thence North 87 degrees 51 minutes 44 seconds West, 61.57 feet; thence North 02 degrees 32 minutes 55 seconds East, 124.59 feet; thence South 87 degrees 25 minutes 59 seconds East, 287.26 feet; thence North 00 degrees 11 minutes 13 seconds East, 616.94 feet; thence along a curve to the left, radius 450 feet, chord bears North 47 degrees 58 minutes 00 seconds East, 65.95 feet, distance of 66 feet; thence North 44 degrees 34 minutes 41 seconds East, 56.60 feet; thence along a curve to the right, radius 357 feet, chord bears North 67 degrees 36 minutes 06 seconds East, 279.25 feet, distance of 286.91 feet; thence South 89 degrees 22 minutes 30 seconds East, 723.10 feet; thence South 85 degrees 22 minutes 15 seconds East, 200.49 feet; thence along a curve to the right, radius 190 feet, chord bears South 51 degrees 09 minutes 50 seconds East, 235.05 feet, distance of 253.43 feet; thence South 12 degrees 57 minutes 10 seconds East, 184.05 feet; thence along a curve to the left, radius 250 feet, chord bears South 51 degrees 10 minutes 24 seconds East, 309.35 feet, distance of 333.54 feet; thence South 89 degrees 23 minutes 39 seconds East, 155.72 feet to the place of beginning. EXCEPT that part taken for Opdyke Road.

SURVEYED AS:

Being all that part of Lots 5 to 9, all of Lot 10, part of Lot 11 and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110," a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, lying within the following described parcel: Commencing at the Northeast property controlling corner of Section 3 (as previously surveyed) Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan; thence South 00 degrees 36 minutes 21 seconds West along the East line of said Section 3, 1215.50 feet; thence North 89 degrees 23 minutes 39 seconds West, 60.00 feet to a point, said point being the intersection of the South line of Campus Drive (width varies) with the West line of Opdyke Road (120 feet wide) and being the Point of Beginning; thence South 00 degrees 36 minutes 21 seconds West along the West line of Opdyke Road, 2060.1 feet to a point of deflection; thence South 00 degrees 24 minutes 47 seconds East along the West line of Opdyke Road, 901.82 feet to the Northeast corner of Unit 5 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a Condominium according to the Master Deed thereof, recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County Condominium Plan No. 1004, and any amendments thereto, as last amended in Eight Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records; thence the following five (5) courses along the North line of said Unit 5 and Units 21, 22, 40 and 24 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) South 89 degrees 35 minutes 13 seconds West, 35.00 feet, and (2) North 00 degrees 24 minutes 47 seconds West, 20.00 feet, and (3) 210.91 feet along a

curve to the left (radius of 215.00 feet, central angle 56 degrees 12 minutes 23 seconds, long chord bears South 61 degrees 29 minutes 01 second West, 202.56 feet), to a point of reverse curvature, and (4) 226.24 feet along a curve to the right (radius 225.00 feet, central angle 57 degrees 36 minutes 46 seconds, long chord bears South 62 degrees 11 minutes 13 seconds West, 216.83 feet), and (5) North 89 degrees 00 minutes 24 seconds West, 1422.62 feet to a point on the Easterly line of Centerpoint Parkway (width varies); thence the following seven (7) courses along said Easterly line of Centerpoint Parkway: (1) North 45 degrees 10 minutes 30 seconds West, 432.89 feet, and (2) 519.48 feet along a curve to the right (radius 400.0 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears North 07 degrees 58 minutes 11 seconds West, 483.74 feet), and (3) North 29 degrees 14 minutes 08 seconds East, 299.59 feet, and (4) 364.33 feet along a curve to the left (radius 750.00 feet, central angle 27 degrees 49 minutes 59 seconds, chord bears North 15 degrees 19 minutes 08 seconds East, 360.76 feet), and (5) North 01 degree 24 minutes 09 seconds East, 632.31 feet, and (6) 410.89 feet along a curve the left (radius 750.00 feet, central angle 31 degrees 23 minutes 22 seconds, long chord bears North 14 degrees 17 minutes 32 seconds West, 405.77 feet), and (7) North 29 degrees 59 minutes 13 seconds West, 24.18 feet to the most Southerly corner of Unit 10 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence the following three (3) courses along the Easterly and Northerly line of said Unit 10: (1) North 01 degree 32 minutes 01 second East, 299.48 feet, and (2) North 87 degrees 51 minutes 44 seconds West, 61.57 feet, and (3) North 02 degrees 32 minutes 55 seconds East, 124.59 feet to a point, said point being an interior lot corner on the South line of Unit 11 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM; thence South 87 degrees 25 minutes 59 seconds East, 287.26 feet to the Southeast corner of said Unit 11; thence North 00 degrees 11 minutes 13 seconds East along the East line of said Unit 11, 616.94 feet to a point on the Southerly line of Campus Drive (width varies), said point being the Northeast corner of said Unit 11; thence the following nine (9) courses along said Southerly line of Campus Drive: (1) 66.00 feet along a curve to the left (radius 450.00 feet, central angle 06 degrees 24 minutes 14 seconds, long chord bears North 47 degrees 58 minutes 00 seconds East, 65.95 feet); and (2) North 44 degrees 34 minutes 41 seconds East, 56.60 feet, and (3) 286.91 feet along a curve to the left (radius 357.00 feet, central angle 46 degrees 02 minutes 49 seconds, chord bears North 67 degrees 36 minutes 06 seconds East, 279.25 feet, and (4) South 89 degrees 22 minutes 30 seconds East, 723.10 feet, and (5) South 85 degrees 22 minutes 15 seconds East, 200.49 feet, and (6) 253.43 feet along a curve to the right (radius 190.00 feet, central angle 76 degrees 25 minutes 20 seconds, long chord bears South 51 degrees 09 minutes 50 seconds East, 235.05 feet), and (7) South 12 degrees 57 minutes 10 seconds East, 184.05 feet, and (8) 333.54 feet along a curve to the left (radius 250.00 feet, central angle 76 degrees 26 minutes 28 seconds, long chord bears South 51 degrees 10 minutes 24 seconds East, 309.35 feet), and (9) South 89 degrees 23 minutes 39 seconds East, 95.72 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**
1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
 2. PAYMENT OF TAXES:

Tax Identification No. 19-03-200-019 (as to Parcel 1)

2006 Summer tax paid in the amount of \$1,587,810.82.

2006 Winter tax paid in the amount of \$75,733.76.

SEV \$46,625,560
 3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Agreement with, and restrictions in favor of, Detroit Edison Company for the installation and maintenance of electric and communication facilities and ancillary equipment as contained in instruments recorded in Liber 3 of Miscellaneous Records, Page 525; Liber 3 of Miscellaneous Records, Page 526; and Liber 862, Page 398. (As to Parcel 1)
8. Restrictions and provisions in favor of the State of Michigan, as contained in Liber 50 of Miscellaneous Records, Page 150; Liber 52 of Miscellaneous Records, Page 413; and Liber 52 of Miscellaneous Records, Page 488. (As to Parcel 1)
9. Agreement with, and restrictions in favor of, Detroit Edison Company and Michigan Bell Telephone Company for the installation and maintenance of electric and communication facilities and ancillary equipment recorded in Liber 9355, Page 138. (As to Parcel 1)
10. Underground Utility License to the Detroit Edison Company and the terms, conditions, and provisions therein, recorded in Liber 10571, Page 289. (As to Parcel 1)

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611e
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

N-098611e

11. Easement to The Detroit Edison Company for general purpose electric substation and electric lines, and the terms, conditions, and provisions therein, recorded in Liber 17163, Page 581. (As to Parcel 1)
12. Easement to The Detroit Edison Company recorded in Liber 20242, Page 630. (As to Parcel 1)
13. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22008, Page 426. (As to Parcel 1)
14. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 1)
15. Easement to City of Pontiac for sanitary sewer and water main recorded in Liber 22350, Page 627. (As to Parcel 1)
16. Notice of Commencement dated May 1, 2006 and recorded May 2, 2006 in Liber 37497, Page 584. (As to Parcel 1)

PCC CENTRAL PARCEL

N-098611f

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. **Effective Date:** February 05, 2007 at 8:00 am **Commitment No.:** N-098611f
0000034045

2. **Policy or Policies to be issued:**

ALTA Owners Policy **Amount:** "TO BE DETERMINED"
Proposed Insured: TO BE DETERMINED

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

General Motors Corporation, a Delaware corporation

4. **The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611f
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 15:

(TCP-Central):

That part of Lot 5, ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, described as follows: Beginning at a point on the North line of said Section 3, which is North 87 degrees 23 minutes 00 seconds West, 49.70 feet from the North 1/4 corner of said Section 3; thence South 02 degrees 36 minutes 47 seconds West, 1125.94 feet; thence on a curve to the left, having a radius of 810.00 feet, with a chord bearing and distance of South 13 degrees 41 minutes 13 seconds East, 454.68 feet; thence South 29 degrees 59 minutes 13 seconds East, 135.67 feet; thence South 60 degrees 00 minutes 47 seconds West, 498.29 feet; thence on a curve to the left having a radius of 347.00 feet, with a chord bearing and distance of South 41 degrees 09 minutes 50 seconds West, 224.22 feet; thence South 18 degrees 13 minutes 45 seconds West, 175.45 feet; thence South 22 degrees 18 minutes 53 seconds West, 347.12 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of South 80 degrees 01 minutes 02 seconds West, 455.61 feet; thence North 42 degrees 16 minutes 49 seconds West, 408.58 feet; thence on a curve to the right, having a radius of 269.50 feet, with a chord bearing and distance of North 19 degrees 50 minutes 14 seconds West, 205.77 feet; thence North 02 degrees 36 minutes 20 seconds East, 2236.04 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East along said North line, 1334.96 feet to the point of beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**
1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.
 2. PAYMENT OF TAXES:

Tax Identification No. 19-03-126-008 (as to Parcel 15)

2006 Summer tax paid in the amount of \$43,901.58.

2006 Winter tax paid in the amount of \$2,093.94.

SEV \$981,350
 3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

Schedule B- Section 1 - Commitment No. N-098611f

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 15)
8. Interest of BNP Paribas Leasing Corporation, in any and all buildings and other structures and improvements, as shown in Quit Claim Deed recorded in Liber 28452, Page 647. (As to Parcel 15)
9. Short Form of Lease by and between BNP Paribas Leasing Corporation, a Delaware corporation, as the lessor, and General Motors Corporation, a Delaware corporation, as the lessee, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 695. (As to Parcel 15)
10. Short Form of Ground Lease by and between BNP Paribas Leasing Corporation, as ground lessee, and General Motors Corporation, a Delaware corporation, as ground lessor, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 677. (As to Parcel 15)
11. Proposed Easements for sanitary sewer, storm sewer, and water mains, as disclosed in Master Deed

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611f
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

- recorded in Liber 16667, Page 11. (As to Parcel 15)
12. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 15)
 13. Easement and the terms, conditions, and provisions which are recited in Easement Agreement recorded in Liber 8795, Page 762. (As to Parcel 15)
 14. Easement granted to Detroit and Pontiac Railroad Company as disclosed in instrument recorded in Liber 507, Page 402. (As to Parcel 15)
 15. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcel 15)
 16. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (As to Parcel 15)
 17. Easement Agreement, and the terms, conditions and provisions thereof, recorded in Liber 16403, Page 1. (As to Parcel 15)

PCC EAST DETENTION Pond

N-098611b

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. **Effective Date:** February 05, 2007 at 8:00 am **Commitment No.:** N-098611b
0000034041

2. **Policy or Policies to be issued:**

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

General Motors Corporation, a Delaware corporation

4. **The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611b
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

Being part of PARCEL 14 (TPC-East):

Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, also being part of Lot 7, as platted, a part of ASSESSOR'S PLAT NO. 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, being more particularly described as follows: Commencing at the North property controlling 1/4 corner of said Section 3, Township 2 North, Range 10 East; thence due East along the North property controlling line of Section 3, 1778.26 feet to a point, said point being distant due West along said North property controlling line of Section 3, 669.60 feet from the Northeast property controlling corner of said Section 3; thence due South 60.00 feet to a point on the South line of South Boulevard (120 feet wide) and West line of North Connector Road (66 feet wide), said point being the Point of Beginning; thence continuing due South along the West line of North Connector Road 195.69 feet; thence South 74 degrees 26 minutes 44 seconds West, 16.09 feet; thence due West, 453.06 feet; thence North 44 degrees 50 minutes 04 seconds West, 20.48 feet; thence due North 185.48 feet to a point on said South line of South Boulevard; thence due East along said South line of South Boulevard 483.00 to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**
- Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:**

1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

2. PAYMENT OF TAXES:

Tax Identification No. 19-03-201-001 (as to part of Parcel 14)

2006 Summer tax paid in the amount of \$18,568.06.

2006 Winter tax paid in the amount of \$885.62.

NOTE: The above taxes are assessed against a larger parcel than the land to be insured herein.

SEV \$1,578,880

3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Loss due to the tax assessed legal descriptions containing greater lands than the land described in Schedule A.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property and the terms, conditions, and provisions therein, recorded in Liber 22059, Page 802. (As to Parcel 14)
8. Short Form of Lease by and between BNP Paribas Leasing Corporation, a Delaware corporation, as the lessor, and General Motors Corporation, a Delaware corporation, as the lessee, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 687. (as to Parcel 14)
9. Short Form of Amended and Restated Ground Lease by and between BNP Paribas Leasing Corporation, as ground lessee, and General Motors Corporation, a Delaware corporation, as ground lessor, dated as of March 17, 2003 and recorded March 21, 2003 in Liber 28452, Page 682. (as to Parcel 14)
10. Affidavit RE: Lease of Real Estate, and the covenants, conditions and provisions thereof, by and between General Motors Corporation, a Delaware corporation, Landlord and Centerpoint Associates Limited Partnership, a Michigan limited partnership, Tenant, dated as September 9, 1994 and

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611b
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

recorded August 22, 1994, in Liber 14985, Page 893, which has been amended by that certain Amendment to Amendment to Affidavit RE: Lease of Real Estate, dated August 3, 1995 and recorded August 16, 1995 in Liber 15597, Page 899. Said tenant's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (Contains other lands) (As to Parcel 14)

11. Memorandum of Amended and Restated Ground Lease Agreement Regarding Development Center Parcel, and covenants, conditions and provisions thereof, between General Motors Corporation, a Delaware corporation, Lessor and Centerpoint Associates Limited Partnership, a Michigan limited partnership, Lessee, dated as August 3, 1995 and recorded August 16, 1995 in Liber 15598, Page 1. Said Assignee's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (As to Parcel 14)
12. Assignment and Assumption of Amended and Restated Ground Lease Agreement Regarding Development Center Parcel, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, Assignor and Center Point Funding, limited partnership, a Delaware limited partnership, dated August 3, 1995 and recorded August 16, 1995 in Liber 15597, Page 892, together with consent of General Motors Corporation, Landlord. Said Assignor's interest having been assigned to BNP Paribas Leasing Corporation by Assignment of Ground Lease recorded in Liber 28452, Page 651. (As to Parcel 14)
13. Proposed Easements for sanitary sewer, storm sewer, and water mains, as disclosed in Master Deed recorded in Liber 16667, Page 11. (as to Parcel 14)
14. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 14)
15. Easement and the terms, conditions, and provisions which are recited in Easement Agreement recorded in Liber 8795, Page 762. (As to Parcel 14)
16. Easement granted to Detroit and Pontiac Railroad Company as disclosed in instrument recorded in Liber 507, Page 402. (As to Parcel 14)
17. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcel 14)
18. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (as to Parcel 14)
19. Easement to Detroit Edison Company recorded in Liber 385, Page 93. (as to Parcel 14)

PCC West Parcel

N-098611c

**COMMITMENT FOR TITLE INSURANCE
Schedule A**

Ref:

1. **Effective Date:** February 05, 2007 at 8:00 am **Commitment No.:** N-098611c
0000034042

2. **Policy or Policies to be issued:**

ALTA Owners Policy

Amount: "TO BE DETERMINED"

Proposed Insured: TO BE DETERMINED

3. **Title to the Fee Simple estate or interest in the land described or referred to in this commitment is, at the effective date hereof, vested in:**

General Motors Corporation, a Delaware corporation

4. **The land referred to in this Commitment is located in the City of Pontiac, County of Oakland, State of Michigan, and is described as follows:**

SEE ATTACHED EXHIBIT "A"

ADDRESS

Commitment No. N-098611c
Schedule A

This commitment is invalid unless Insuring Provisions and Schedules A & B are attached.
Form No. 91-88 (Sch A)

Exhibit "A"

PARCEL 25:

Lots 1, 2 and 4, and Part of Lots 5 and 11, ASSESSOR'S PLAT NO 110, as recorded in Liber 52, Page 26 of Plats, Oakland County Records, Also Part of Section 3, Town 2 North, Range 10 East, City of Pontiac, Oakland County, Michigan, described as: Beginning at a point distant North 87 degrees 23 minutes 00 seconds West, 1334.96 feet from the North 1/4 corner of said Section 3; thence South 02 degrees 36 minutes 20 seconds West, 2236.05 feet; thence along a curve to the left, radius 319.50 feet, chord bears South 19 degrees 50 minutes 14 seconds East, 243.95 feet, distance of 250.30 feet; thence South 42 degrees 16 minutes 49 seconds East, 511.12 feet; thence along a curve to the left, radius 358 feet, chord bears South 65 degrees 55 minutes 06 seconds East, 87.18 feet, distance of 87.40 feet; thence South 72 degrees 54 minutes 43 seconds East, 82.10 feet; thence along a curve to the right, radius 393 feet, chord bears South 54 degrees 06 minutes 50 seconds East, 252.20 feet, distance of 256.77 feet; thence South 35 degrees 22 minutes 57 seconds East, 5.04 feet; thence East 356.59 feet; thence North 45 degrees 00 minutes 00 seconds East, 52.32 feet; thence South 86 degrees 19 minutes 30 seconds East, 130.98 feet; thence South 45 degrees 00 minutes 00 seconds East, 40.45 feet; thence East 413.69 feet; thence South 04 degrees 42 minutes 41 seconds West, 141.05 feet; thence along a curve to the right, radius 700 feet, chord bears South 16 degrees 58 minutes 24 seconds West, 297.34 feet, distance of 299.62 feet; thence South 29 degrees 14 minutes 08 seconds West, 85.68 feet; thence along a curve to the left, radius 520 feet, chord bears South 07 degrees 58 minutes 11 seconds East, 628.86 feet, distance of 675.33 feet to the Northeastly right of way line of Grand Trunk Western Railroad; thence North 45 degrees 10 minutes 30 seconds West, 993.14 feet; thence North 39 degrees 38 minutes 57 seconds West, 237.47 feet; thence along a curve to the right, radius 564.59 feet, chord bears North 27 degrees 37 minutes 20 seconds West, 235.29 feet, distance of 237.03 feet to the Southerly line of Lot 5 of said Subdivision; thence South 69 degrees 19 minutes 44 seconds West, 211.25 feet; thence North 45 degrees 17 minutes 26 seconds West, 1000 feet; thence North 47 degrees 03 minutes 06 seconds West, 813.17 feet to the most Westerly corner of said Lot 5; thence Northeastly 84.99 feet to the most Southerly corner of Lot 1 of said Subdivision; thence Northwestly 376.47 feet to the Southwest corner of said Lot 1; thence Northerly 1213.01 feet along the West line of Lots 1 and 2 to the Northwest corner of Lot 2; thence Easterly 392.45 feet to the Southwest corner of Lot 4; thence Northerly 431.26 feet to the North line of Section 3; thence South 87 degrees 23 minutes 00 seconds East to the Place of Beginning, EXCEPT that part in South Boulevard.

PARCEL 26:

Lot 3 of ASSESSOR'S PLAT NO. 110, recorded in Liber 52, Page 26 of Plats, Oakland County Records.

PARCEL 27:

Part of Lot 2 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant South 01 degree 54 minutes 22 seconds West, 50.08 feet and North 84 degrees 47 minutes 29 seconds West, 49.75 feet from the Northeast corner of Section 4; thence North 84 degrees 47 minutes 29 seconds West, 249.05 feet; thence South 03 degrees 31 minutes 21 seconds West, 248.07 feet; thence South 14 degrees 35 minutes 31 seconds West, 283.65 feet; thence South 87 degrees 51 minutes 14 seconds East, 300.03 feet; thence North 03 degrees 54 minutes 16 seconds East, 511.80 feet to the Place of Beginning.

AND, Part of Lot 2 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as: Beginning at a point distant North 89 degrees 08 minutes 11 seconds West, 374.57 feet and South 01 degree 04 minutes 03 seconds East, 31 feet and South 89 degrees 08 minutes 11 seconds East, 74.90 feet and South 00 degrees 49 minutes 20 seconds East, 263.76 feet

and South 10 degrees 18 minutes 08 seconds West, 284.53 feet from the Northeast corner of Section 4; thence North 87 degrees 51 minutes 17 seconds East, 300.13 feet; thence North 00 degrees 23 minutes 29 seconds West, 511.94 feet; thence South 89 degrees 05 minutes 58 seconds East, 49.75 feet; thence South 00 degrees 25 minutes 10 seconds East, 576.32 feet; thence South 48 degrees 09 minutes 24 seconds West, 707.27 feet; thence North 38 degrees 09 minutes 50 seconds East, 179.80 feet; thence North 02 degrees 08 minutes 28 seconds West, 23.19 feet; thence North 38 degrees 09 minutes 50 seconds East, 85.75 feet; thence along a curve to the left, radius 441.83 feet, chord bears North 24 degrees 13 minutes 59 seconds East, 212.74 feet, distance of 214.85 feet to the Place of Beginning.

PARCEL 29:

Lot 3 of ASSESSOR'S PLAT NO 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, EXCEPT the Southwesterly part thereof, measured 30.21 feet along the Northwesterly line and 102.11 feet along the Southeasterly line, ALSO EXCEPT that part in said parcel, described as: Beginning at the intersection of the Northeasterly line of Grand Trunk Western Railroad and the Northwesterly lot line; thence South 51 degrees 42 minutes 20 seconds East, 48.79 feet; thence along a curve concave Northwesterly, radius 1136.74 feet, chord bears North 39 degrees 30 minutes 16 seconds East, 53.18 feet, distance of 53.18 feet; thence North 38 degrees 09 minutes 50 seconds East, 83.64 feet to the Northwesterly lot line; thence South 58 degrees 16 minutes 05 seconds West, 145.56 feet to the Place of Beginning.

PARCEL 30:

Part of Lots 4, 5, and 6 of ASSESSOR'S PLAT NO. 98, as recorded in Liber 1B of Assessor's Plats, Page 98, Oakland County Records, described as follows: Beginning at a point on the East line of Section 4, located South 00 degrees 25 minutes 10 seconds East, 1525.37 feet from the Northeast corner of said Section 4, said point being the Northeasterly corner of Lot 4; thence South 73 degrees 15 minutes 54 seconds West, 114.3 feet; thence South 51 degrees 46 minutes 25 seconds East, 135 feet, more or less, to a point on the East line of Lot 6; thence North 00 degrees 25 minutes 10 seconds West, 119.83 feet to the Place of Beginning.

COMBINED SURVEY DESCRIPTION:

Being all of Lots 1, 2, 3 and 4, part of Lots 5 and 11, and part of Belt Line Rail Road, as platted, a part of "Assessor's Plat No. 110," a part of Section 3, Town 2 North, Range 10 East, as recorded in Liber 52 of Plats, Page 26 of Oakland County Records, also part of Lots 2 and 3, all of Lot 4, and part of Lot 5, as platted, a part of "Assessor's Plat No. 98," a part of Section 4, Town 2 North, Range 10 East, as recorded in Liber 1B of Plats, Page 98 of Oakland County Records, also part of said Section 3, lying within the following described parcel: Commencing at the North property controlling 1/4 corner of said Section 3; thence North 87 degrees 23 minutes 00 seconds West along the North property controlling line of said Section 3, 1434.58 feet to a point, said point being distant South 87 degrees 23 minutes 00 seconds East along said North property controlling line, 1049.50 feet from the Northwest property controlling corner of said Section 3; thence South 02 degrees 36 minutes 20 seconds West, 60.00 feet to a point on the Southerly right-of-way line of South Boulevard (width varies) and Westerly right-of-way line of Ring Road (50 feet wide), said point also being the Point of Beginning; thence continuing South 02 degrees 36 minutes 20 seconds West along said Westerly right-of-way line of Ring Road, 2175.92 feet; thence 250.30 feet along said Westerly line of Ring Road and along a curve to the left (radius 319.50 feet, central angle 44 degrees 53 minutes 11 seconds, long chord bears South 19 degrees 50 minutes 14 seconds East, 243.95 feet); thence South 42 degrees 16 minutes 49 seconds East along said Westerly line of Ring Road and along Southerly line of Unit 48 of CENTERPOINT BUSINESS CAMPUS CONDOMINIUM, a condominium according to the Master Deed thereof recorded in Liber 16667, Page 11, Oakland County Records, and designated as Oakland County

Condominium Plan No. 1004, and any amendments thereto, as last amended by Eight Amendment to Master Deed recorded in Liber 35596, Page 855, Oakland County Records, 511.12 feet; thence the following nine (9) courses along the Southerly line of said Unit 48 and Unit 25 of said CENTERPOINT BUSINESS CAMPUS CONDOMINIUM: (1) 87.40 feet along a curve to the left (radius 358.00 feet, central angle 13 degrees 59 minutes 14 seconds, long chord bears South 65 degrees 55 minutes 06 seconds East, 87.18 feet), and (2) South 72 degrees 54 minutes 43 seconds East, 82.10 feet, and (3) 256.77 feet along a curve to the right (radius 393.00 feet, central angle 37 degrees 25 minutes 50 seconds, long chord bears South 54 degrees 06 minutes 50 seconds East, 252.20 feet), and (4) South 35 degrees 22 minutes 57 seconds East, 5.04 feet, and (5) due East 356.59 feet, and (6) North 45 degrees 00 minutes 00 seconds East, 52.32 feet, and (7) South 86 degrees 19 minutes 30 seconds East, 130.98 feet, and (8) South 45 degrees 00 minutes 00 seconds East, 40.45 feet, and (9) due East 413.59 feet to a point on the Easterly right-of-way line of Centerpoint Parkway (width varies); thence the following four (4) courses along the Westerly line of said Centerpoint Parkway: (1) South 04 degrees 42 minutes 41 seconds West, 141.05 feet, and (2) 299.52 feet along a curve to the right (radius 700.00 feet, central angle 24 degrees 31 minutes 28 seconds, long chord bears South 16 degrees 58 minutes 24 seconds West, 297.34 feet), and (3) South 29 degrees 14 minutes 08 seconds West, 85.68 feet, and (4) 675.33 feet along a curve to the left (radius 520.00 feet, central angle 74 degrees 24 minutes 38 seconds, long chord bears South 07 degrees 58 minutes 11 seconds East, 628.86 feet), and to the Point "A," said point lying on the Northerly right-of-way line of G.T.W. Rail Road; thence the following ten (10) courses along said Northerly right-of-way line of G.T.W. Rail Road: (1) North 45 degrees 10 minutes 30 seconds West, 993.14 feet, and (2) North 39 degrees 38 minutes 57 seconds West, 237.47 feet, and (3) 237.03 feet along a curve to the right (radius 564.59 feet, central angle 24 degrees 03 minutes 14 seconds, long chord bears North 27 degrees 37 minutes 20 seconds West, 235.29 feet) to a point on the Southerly line of Lot 5 of said "Assessor's Plat No. 110," and (4) thence South 69 degrees 19 minutes 44 seconds West, 211.25 feet, and (5) North 45 degrees 17 minutes 26 seconds West, 1000.00 feet, and (6) North 47 degrees 03 minutes 06 seconds West, 813.17 feet to the most Westerly corner of said Lot 5, and (7) North 44 degrees 39 minutes 23 seconds East, 85.60 feet (recorded as 84.99 feet) to the most Southerly corner of Lot 1 of said "Assessor's Plat No. 110," (8) North 49 degrees 54 minutes 16 seconds West, 515.91 feet to a point on the common line between Lots 3 and 5 of said "Assessor's Plat No. 98," and (9) North 74 degrees 44 minutes 09 seconds East along said common line between said Lots 3 and 5 of "Assessor's Plat No. 98," 4.03 feet to a point, said point being distant 102.11 feet (as recorded) from the most Southerly corner of said Lot 3, and the most Westerly corner of said Lot 5 of "Assessor's Plat No. 98," measured along said common line between said Lots 3 and 5, and (10) North 50 degrees 16 minutes 31 seconds West, 742.68 feet to a point on the Southeast right-of-way line of Martin Luther King Jr. Boulevard (width varies); thence following seven (7) courses along said Southeast line of Martin Luther King Jr. Boulevard.: (1) 50.09 feet along a curve to the left (radius 1136.74 feet, central angle 02 degrees 31 minutes 29 seconds, long chord bears North 41 degrees 21 minutes 19 seconds East, 50.06 feet), and (2) North 40 degrees 05 minutes 34 seconds East, 263.58 feet, and (3) North 00 degrees 12 minutes 42 seconds West, 23.19 feet, and (4) North 40 degrees 05 minutes 34 seconds East, 85.75 feet, and (5) 215.28 feet along a curve to the left (radius 441.83 feet, central angle 27 degrees 55 minutes 02 seconds, long chord bears North 26 degrees 14 minutes 14 seconds East, 213.16 feet), and (6) North 12 degrees 16 minutes 26 seconds East, 283.65 feet, and (7) North 01 degree 12 minutes 32 seconds East, 248.15 feet to a point on said Southerly right-of-way line of South Boulevard; thence following three (3) courses along said Southerly line of South Boulevard: (1) South 87 degrees 13 minutes 59 seconds East, 299.36 feet to a point on the common line between said Sections 3 and 4, and (2) South 01 degree 32 minutes 09 seconds West along said common line between Sections 3 and 4, 10.00 feet, and (3) South 87 degrees 23 minutes 00 seconds East, 1048.38 feet to the Point of Beginning.

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1
REQUIREMENTS**

The following are the requirements to be complied with:

Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Item (b) Proper instrument (s) creating the estate or interest to be insured must be executed and duly filed for record. To wit:

1. NOTE: This commitment is issued for informational purposes only. Compliance with the requirements set forth herein will not result in the issuance of a final policy. Accordingly, said information is furnished at a reduced rate, and the Company's liability shall in no event exceed the amount paid for said information.

2. PAYMENT OF TAXES:

Tax Identification No. 19-03-101-001 (as to Parcel 25)

2005 Winter tax paid in the amount of \$2,581.59.

2006 Summer tax paid in the amount of \$27,496.94.

2006 Winter tax paid in the amount of \$1,311.50.

SEV \$14,291,700

Tax Identification No. 64-19-03-126-002 (as to Parcel 26)

2006 Summer tax paid in the amount of \$9,114.01.

2006 Winter tax paid in the amount of \$434.09.

SEV \$239,260

Tax Identification No. 19-04-226-016 (as to part of Parcel 27)

2006 Summer tax paid in the amount of \$5,489.65.

2006 Winter tax paid in the amount of \$261.82.

SEV \$232,070

Tax Identification No. 64-19-04-226-019 (as to part of Parcel 27)

Schedule B - Section I - Commitment No. N-098611c

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached Form No. 91-88 (B1)

N-098611c

2006 Summer tax paid in the amount of \$4,082.42.

2006 Winter tax paid in the amount of \$194.70.

SEV \$188,650

Tax Identification No. 64-19-04-226-012 (as to Parcel 29)

2006 Summer tax paid in the amount of \$5,287.94.

2006 Winter tax paid in the amount of \$252.19.

SEV \$593,740

Tax Identification No. 64-19-04-226-010 (as to Parcel 30)

2006 Summer tax paid in the amount of \$288.86.

2006 Winter tax paid in the amount of \$13.76.

SEV \$9,790

NOTE: The above Tax Identification Nos. have been combined into one Tax ID No.:
64-19-03-101-002

3. Submit to the Company satisfactory evidence that the property to be insured herein is not subject to either a Commercial or Industrial Facility Tax as established under Act 198 of Public Acts of 1974 or Act 255 of Public Acts of 1978. Should either tax apply, submit evidence satisfactory to the Company that all such taxes have been paid.

This commitment is invalid unless the Insuring
Provisions and Schedules A and B are attached
Form No. 91-88 (B1)

Schedule B- Section 1 - Commitment No. N-098611c

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2
EXCEPTIONS

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes and assessments that become a lien against the property after date of closing. The Company assumes no liability for tax increases occasioned by retroactive revaluation, changes in the land usage or loss of any principal residence exemption status for the insured premises.
3. Rights of tenants now in possession of the land under unrecorded leases or otherwise.
4. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on and across the land.
5. Any provision contained in any instruments of record, which provisions pertain to the transfer of divisions under Section 109(3) of the Subdivision Control Act of 1967, as amended.
6. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes.
7. Notice Regarding Statutory Obligations Applicable to Property recorded in Liber 22059, Page 802. (As to Parcels 25, 29, and 30)
8. Easement to The Detroit Edison Company recorded in Liber 20242, Page 630. (As to Parcel 25)
9. Easement in favor of the City of Pontiac for sanitary sewer and water main and the terms, conditions and provisions which are recited in instrument recorded on February 15, 2001 in Liber 22350, Page 627. (As to Parcel 25)
10. Easement to The Detroit Edison Company recorded in Liber 5 of Miscellaneous Records, Page 6. (As to Parcels 25, and 26)
11. Easement granted to The Detroit Edison Company for Overhead and Underground Electric Wires, and the terms, conditions and provisions thereof, recorded in Liber 15758, Page 119, as modified by Amendment to Easement for Overhead and Underground Electric Wires, as recorded in Liber 19640,

NOTE: This commitment and any policy issued pursuant hereto omits any covenant, condition or restriction based on race, color, religion, age, sex, handicap, familial status, or national origin, unless and only to the extent that the restriction is not in violation of state or federal law, or relates to a handicap, but does not discriminate against handicapped people.

NOTE: If policy is to be issued in support of a mortgage loan, attention is directed to the fact that the Company can assume no liability under its policy, the closing instructions, or Insured Closing Service for compliance with the requirements of any consumer credit protection or truth in lending law in connection with said mortgage loan.

Commitment No. N-098611c
Schedule B - Section 2

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.
Form No. 91-88 (B-2)

Page 595, also modified by Second Amendment to Easement for Overhead and Underground Electric Wires recorded in Liber 25457, Page 473. (As to Parcel 27)

12. Grant of Landscaping Easement and Agreement for Maintenance, recorded in Liber 16667, Page 1. (As to Parcel 25)
13. Easement to Detroit Edison Company recorded in Liber 385, Page 93. (As to Parcels 25, 26, and 27)
14. Easement for water pipeline as described in Deed recorded in Liber 1574, Page 55. (As to Parcel 27)
15. Easement to Detroit Edison Company recorded in Liber 70 of Miscellaneous Records, Page 15. (as to Parcels 25, 26, 27, 29)
16. Detroit Edison Easement and Restrictions and Conditions, evidenced of record by Deeds recorded in Liber 2851, Page 68; Liber 3431, Page 356; and Liber 4266, Page 188. (As to Parcels 25, 26, and 27)
17. Survey of part of subject premises recorded in Liber 6520, Page 112. (As to Parcels 26, and 27)
18. Easement to Consumers Power Company for gas pipeline, recorded in Liber 10929, Page 783. (As to Parcel 26)
19. Easement to City of Pontiac for highway purposes, recorded in Liber 26 of Miscellaneous Records, Page 553. (As to Parcel 27)
20. Resolution vacating Kensington Road recorded in Liber 47 of Miscellaneous Records, Page 87. (As to Parcel 29)
21. Sewer Easement Agreement to City of Pontiac, and the terms, conditions and provisions thereof, recorded in Liber 4622, Page 897. (As to Parcel 27)
22. Easement to City of Pontiac for sanitary sewer, and the terms, conditions and provisions thereof, recorded in Liber 4862, Page 644. (As to Parcel 27)
23. Terms, conditions and provisions of Roadway Easement recorded in Liber 6507, Page 184. (As to Parcel 27)
24. Agreement and the terms, conditions and provisions thereof, recorded in Liber 6501, Page 78. (As to Parcel 27)
25. Easement to Consumers Power Company for gas line, and Easement reserved by Detroit Edison Company evidenced of record by Covenant Deed recorded in Liber 15758, Page 116. (As to Parcel 27)

ATTACHMENT 4

DOCUMENTATION OF NOTICES
TO HOLDERS OF ENCUMBRANCES



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48263
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
2500 Centerpoint Parkway Investments Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus -- J-Lot
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that 2500 Centerpoint Parkway Investments Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16403 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as

Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

*LHM
5-17-07*
GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Debra Homio Hoze*

Name: DEBRA HOMIO HOZE
DIRECTOR
Title: WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

WRE0044



General Motors Corporation
Worldwide Medical Estate
Mail Code 482-928-C85
200 GM Renaissance Center
PO Box 709
Detroit, MI 48265-2000

CERTIFIED MAIL



7002 2030 0000 9401 6538
7002 2030 0000 9401 6538

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Postmark
Date

2500 Centerpoint Pkwy Inv. LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

Southfield, MI 48034

Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return this card to you. Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> B. Received by (Printed Name) <input type="checkbox"/> Address <input type="checkbox"/> C. Date of Delivery <input type="checkbox"/> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
1. Article addressed to: 2500 Centerpoint Pkwy Inv. LP 200 Franklin center 29100 Northwestern Highway Southfield, MI 48034 Attn: Mr. Curtis Burstein		E. Signature Type <input type="checkbox"/> Express Mail <input type="checkbox"/> <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> <input type="checkbox"/> Insured Mail <input type="checkbox"/> COD <input type="checkbox"/> 4. Restricted Delivery? (Enter Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Article Number (Indicate item service used) PS Form 3811, August 2001 7002 2030 0000 9401 6538 Domestic Return Receipt		3. Article Number (Indicate item service used) PS Form 3811, August 2001 7002 2030 0000 9401 6538 Domestic Return Receipt	

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

16403 001

EASEMENT AGREEMENT

Jul 29 1996

This Easement Agreement is entered into this 19th day of June, 1996, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, hereinafter referred to as "CALP", whose address is 200 Franklin Center, 29100 Northwestern Hwy, Southfield, Michigan 48034, and 2500 Centerpoint Parkway Investments Limited Partnership, a Michigan limited partnership, hereinafter referred to as "2500 CPILP", whose address is 200 Franklin Center, 29100 Northwestern Hwy, Southfield, Michigan 48034

RECITALS:

4 \$1.00 MISCELLANEOUS RECORDING
\$ 2.00 RECORDED
\$ 1.00 RECEIPTS 500
PAID 96 3-27 P.M.
RECORDED IN OAKLAND COUNTY
L. W. D. ALLEN, CLERK (REGISTER OF DEEDS)

WHEREAS, CALP is tenant under a certain ground lease (hereinafter referred to as "Ground Lease") covering that certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "A" incorporated herein by reference ("Parcel A"), and

WHEREAS, 2500 CPILP is the owner of a certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "B" incorporated herein by reference ("Parcel B"); and

WHEREAS, 2500 CPILP has requested, and CALP has agreed to grant unto 2500 CPILP, its successors and assigns, easements for access, ingress and egress over Parcel A for the portion of the service drive on Parcel A as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed to grant unto CALP, its successors and assigns, easements for ingress and egress over Parcel B for the portion of the service drive on Parcel B as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed, to grant unto CALP, its successors and assigns, water main, sanitary sewer and storm sewer easements over Parcel B as more fully described on the attached Exhibit "D" incorporated herein by reference, subject to the terms and conditions herein, and

WHEREAS, to enable the easements described in Exhibits "C" and "D" hereto and elsewhere in this Agreement, General Motors Corporation, a Delaware corporation, as owner of Parcel A and as landlord under the Ground Lease ("Landlord"), has consented and does, by execution hereof, evidence its consent to the easements granted herein

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and obligations of the parties hereinafter set forth, the parties intending to be legally bound hereby agree as follows:

1. Recitals The foregoing Recitals are true and correct and incorporated herein by reference.

T95-13429 W-073472

OK - O.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
2500 Centerpoint Parkway Investments Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that 2500 Centerpoint Parkway Investments Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16403 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Handwritten initials: H.A.M. 5/16/07
Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Berra Homic Hoge*

Name: BERRA HOMICH HOGE
Title: DIRECTOR
WORLDWIDE REAL ESTATE

Attachments

cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

WRE004

CERTIFIED MAIL



General Motors Corporation
Worldwide Real Estate
Mail Code 482-BB-C96
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

7002 2030 0000 9401 6538
7002 2030 0000 9401 6538

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2500 Centerpoint Pkwy Inv. LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

Southfield, MI 48034
Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of this mailpiece, or on the front, if space permits.

1. Article Addressed to:
2500 Centerpoint Pkwy Inv. LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

2. Article Number
Transfer from service label 7002 2030 0000 9401 6538
PS Form 3811, August 2001
518-27

COMPLETE THIS SECTION FOR DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printer Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
- If YES, enter delivery address below: No

3. Service Type
 Certified Mail
 Registered
 Insured Mail (C.O.D.)
 Return Receipt for Merchandise
 Restricted Delivery (Extra Fee) Yes

4. Restricted Delivery (Extra Fee) Yes

Dormant Return Receipt
1825-02-100

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

16403 001

EASEMENT AGREEMENT

JUL 29 1996

This Easement Agreement is entered into this 19th day of June, 1996, by and between Centerpoint Associates Limited Partnership, a Michigan limited partnership, hereinafter referred to as "CALP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034, and 2500 Centerpoint Parkway Investments Limited Partnership, a Michigan limited partnership, hereinafter referred to as "2500 CPILP", whose address is 200 Franklin Center, 29100 Northwestern Hwy., Southfield, Michigan 48034

RECITALS:

4 21.00 MISCELLANEOUS RECORDS
3.25 BY REPRESENTATIVE
2 REC 96 3-29 P.M.
PAID RECEIPT# 500
LINDA D. ALLEN, CLERK OF DEEDS
RECORDED - OAKLAND COUNTY
REGISTERED

WHEREAS, CALP is tenant under a certain ground lease (hereinafter referred to as "Ground Lease") covering that certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "A" incorporated herein by reference ("Parcel A"), and

WHEREAS, 2500 CPILP is the owner of a certain parcel of land located in Oakland County, Michigan, described on the attached Exhibit "B" incorporated herein by reference ("Parcel B"); and

WHEREAS, 2500 CPILP has requested, and CALP has agreed to grant unto 2500 CPILP, its successors and assigns, easements for access, ingress and egress over Parcel A for the portion of the service drive on Parcel A as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed to grant unto CALP, its successors and assigns, easements for ingress and egress over Parcel B for the portion of the service drive on Parcel B as more fully described on the attached Exhibit "C" incorporated herein by reference subject to the terms and conditions contained herein, and

WHEREAS, CALP has requested, and 2500 CPILP has agreed, to grant unto CALP, its successors and assigns, water main, sanitary sewer and storm sewer easements over Parcel B as more fully described on the attached Exhibit "D" incorporated herein by reference, subject to the terms and conditions herein, and

WHEREAS, to enable the easements described in Exhibits "C" and "D" hereto and elsewhere in this Agreement, General Motors Corporation, a Delaware corporation, as owner of Parcel A and as landlord under the Ground Lease ("Landlord"), has consented and does, by execution hereof, evidence its consent to the easements granted herein

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and obligations of the parties hereinafter set forth, the parties intending to be legally bound hereby agree as follows:

- 1. Recitals The foregoing Recitals are true and correct and incorporated herein by reference.

T95-13429

N-073472

OK - Q.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
Centerpoint Associates Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was filed with the Oakland County Register of Deeds for recording on April 13, 2007.

A title search for the Property indicates that Centerpoint Associates Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16667 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; (ii) restricts the use of the Property for any purpose other than those

characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited Industrial (see Exhibit 4 of the Restrictive Covenant for a further description of these land uses); and (iii) prohibits excavation at the burn pile (shown on Exhibits 2 and 5 of the Restrictive Covenant) without the use of proper worker personal protective equipment and prohibits construction of a building on the burn pile. In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

Handwritten initials and date:
H.A.M.
5/16/07

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Debra Homic Hoge*

Name: DEBRA HOMIC HOGE
DIRECTOR
Title: WORLDWIDE REAL ESTATE

Attachments

- cc: Dan Patulski, United States Environmental Protection Agency
- Holly A. Milewski, General Motors - WRE
- Anthony Thrubis, Esq. General Motors – Legal Staff
- Jean Caufield, General Motors - WFG
- Jeanne Piercey, Conestoga Rovers & Associates

VR00044

CERTIFIED MAIL



General Nickers Corporation
Worshipful Real Estate
Mail Code 482-838-036
200 Grib Renaissance Center
PO Box 200
Detroit, MI 48265-2000

7002 2030 0000 9401 6521
7002 2030 0000 9401 6521

U.S. Postal ServiceSM
CERTIFIED MAILSM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information please visit www.usps.com

OFFICIAL USE

Postage	\$	
Certified Fee	\$	
Return Receipt Fee (Endorsement Required)	\$	
Restricted Delivery Fee (Endorsement Required)	\$	
Total Postage & Fees	\$	

Postmark Here

Sent To: **Centerpoint Associates LP**
200 Franklin center
 Street, Apt or P.O. Box: **29100 Northwestern Highway**
 City, State, ZIP+4: **Southfield, MI 48034**
 PS Form 3811, August 2001
 PS Form 3811, August 2001

200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Ass't
 Addressee

B. Received by (Printer Name)
 Addressee

C. Date of Delivery
 Yes
 No

D. Is delivery address different from item 1?
 If YES, enter delivery address below: Yes
 No

E. Service Type
 Certified Mail
 Registered Mail
 Insured Mail
 Signature Required
 Return Receipt for Merchandise
 Restricted Delivery (Extra Fee) Yes

SENDER, COMPLETE THIS SECTION

1. Article Addressed to:
Centerpoint Associates LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

2. Article Number
 (Retrieve from services.idoc)
7002 2030 0000 9401 6521

3. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
 4. Print your name and address on the reverse so that we can return the card to you.
 5. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Centerpoint Associates LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

PS Form 3811, August 2001
5-18-01
Domestic Return Receipt
10255-00-000-9000

Attachment A
(See Attachment 2 for Restrictive Covenant)

Attachment B

LIBER 16667/001

301 955240230

GRANT OF LANDSCAPING EASEMENTS AND AGREEMENT FOR MAINTENANCE

This Grant of Landscaping Easements and Agreement for Maintenance is made as of the 21st day of May, 1996, by General Motors Corporation, a Delaware corporation, (hereinafter "Grantor"), the address of which is Argonaut "A" Building, 485 West Milwaukee Avenue, Detroit, Michigan 48202, and Centerpoint Associates Limited Partnership, a Michigan limited partnership (hereinafter "Grantee"), the address of which is 200 Franklin Center, 29100 Northwestern Highway, Southfield, Michigan 48034.

RECITALS

WHEREAS, the Grantee, as Tenant under a certain Ground Lease (hereinafter referred to as the "Ground Lease," the affidavit of which is recorded in Liber 14985, pages 893 through 999, Oakland County Records), is developing the land described in Exhibit A hereto as a mixed-use commercial park known as Centerpoint Business Campus for office, research and development, applied technology, light industrial and retail sales and service businesses; and

WHEREAS, in implementation of its Master Plan for said land described in Exhibit A, Grantee, as Declarant, has recorded in Liber 15598 at Pages 9 through 53, Oakland County Records, a "Centerpoint Business Campus Declaration of Covenants, Conditions and Restrictions" (hereinafter referred to as the "Declaration") for purposes of promoting the efficient, harmonious and beneficial development, use and maintenance of said land; and

WHEREAS, Centerpoint Business Campus will be established as a commercial building ^{§ 23.00 MISCELLANEOUS RECORDING} ^{§ 5.00 REMONSTRATION} ^{§ 3.00 CONDOMINIUM} (hereinafter referred to as the "Condominium") ^{9 OCT 97 8:05 AM} ^{RECEIVED 46A} ^{RECORDED IN OAKLAND COUNTY} ^{LIBER 15598 PAGE 48} ^{BY GRANTOR} ^{AND} ^{DEEDS} Developer, by recording of a Master Deed (the "Master Deed") in the offices of the Oakland County Register of Deeds covering the land described in Exhibit A; and

WHEREAS, Grantor is the owner of certain properties adjacent to the Condominium premises described on Exhibit "B" hereto and hereinafter known as the "Easement Parcels"; and

WHEREAS, the Grantee, its successors or assigns, as Administrator under the Declaration and the Master Deed, will be responsible for the administration, maintenance, upkeep, repair and replacement of the Condominium and shall act as agent and representative of the Co-owners of all Units in the Condominium with respect to all such administrative activities; and

WHEREAS, it is desirable that perpetual easements be created over the Easement Parcels owned by Grantor for purposes of installation of various landscaping and storm water

300
200

OK - G.K.



*Economic Development &
Enterprise Services*

General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-C96
200 Renaissance Center
Detroit, MI 48265
United States

Transmitted Via Certified U.S. Mail, Return Receipt Requested

May 16, 2007

Mr. Curtis Burstein
Centerpoint Associates Limited Partnership
200 Franklin Center
29100 Northwestern Highway
Southfield, Michigan 48034

Re: Notice of Filing of Environmental Restrictive Covenant
Pontiac Centerpoint Campus – J-Lot
South Boulevard and Opdyke Road
Oakland County, Pontiac, MI

To Whom It May Concern:

General Motors Corporation ("GM") has performed corrective action pursuant to the federal Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901 et seq., on the above-referenced property (hereinafter referred to as the "Property"). GM is negotiating an Administrative Order on Consent ("AOC") with the United States Environmental Protection Agency ("USEPA"). The AOC requires the recording of the USEPA-approved environmental restrictive covenant attached hereto as Attachment A (the "Restrictive Covenant") as one of the components of the corrective action to ensure that controls for the contamination remaining at the Property are implemented and remain in place in order to prevent unacceptable exposure to such contamination. The Restrictive Covenant was recorded with the Oakland County Register of Deeds on May 10, 2007 as Liber 39117 Pages 191 to 202.

A title search for the Property indicates that Centerpoint Associates Limited Partnership holds right of way easement interests in all or a portion of the Property that is subject to the requirements of the Restrictive Covenant. For your convenience, Attachment B hereto includes a copy of the first page of the document evidencing such interest, which is recorded at Liber 16667 Page 001, Oakland County Register of Deeds.

Generally, the Restrictive Covenant: (i) prohibits the use of groundwater on the Property for potable uses; and (ii) restricts the use of the Property for any purpose other than those characterized by the Michigan Department of Environmental Quality ("MDEQ") as Limited Commercial II, Limited Commercial III, Limited Commercial IV and Limited

Industrial (see Exhibit 2 of the Restrictive Covenant for a further description of these land uses). In addition, any soils or other environmental media excavated or disturbed on the Property must be managed in accordance with RCRA and applicable State laws and their regulations. GM, USEPA and MDEQ have the right to enforce the requirements of the Restrictive Covenant. Please review the Restrictive Covenant for further information about the restrictions imposed on the Property.

Thank you for your attention to this matter. Please contact Ms. Holly A. Milewski at 313-665-6646, if you have any questions about the Restrictive Covenant.

Very truly yours,

GENERAL MOTORS CORPORATION,
a Delaware corporation

By: *Handwritten initials: HAN 5/17/07*

Name: DEBRA HOMICH HOGE

Title: DIRECTOR

WORLDWIDE REAL ESTATE

Attachments

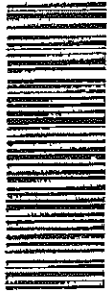
cc: Dan Patulski, United States Environmental Protection Agency
Holly A. Milewski, General Motors - WRE
Anthony Thrubis, Esq. General Motors – Legal Staff
Jean Caufield, General Motors - WFG
Jeanne Piercey, Conestoga Rovers & Associates

WIRE0344



General Motors Corporation
Worldwide Real Estate
Mail Code 482-838-436
200 GM Renaissance Center
PO Box 200
Detroit, MI 48265-2000

CERTIFIED MAIL



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7002 2030 0000 9401 6521

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OFFICIAL USE

Postage	\$
Certified Fee	\$
Return Receipt Fee (Endorsement Required)	\$
Restricted Delivery Fee (Endorsement Required)	\$
Total Postage & Fees	\$

Send To
Centerpoint Associates LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

Return Receipt (Endorsement Required)

Restricted Delivery (Endorsement Required)

Postmark Here

200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is declined.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Centerpoint Associates LP
200 Franklin center
29100 Northwestern Highway
Southfield, MI 48034
Attn: Mr. Curtis Burstein

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

J. Service Type Certified Mail Special Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.
A. Restricted Delivery? (Extra Fee) Yes No

2. Article Number 7002 2030 0000 9401 6521
(Transfer from service label)

PS Form 3811, August 2001
5-18-01