

MEGA TAX CREDIT AGREEMENT

AutoAlliance International, Inc.

This Agreement between the Michigan Economic Growth Authority ("MEGA"), whose address is Post Office Box 30234, Lansing, Michigan 48909 and AutoAlliance International, Inc., (the "Company"), a Delaware corporation, whose address is One International Drive, Flat Rock, MI 48134, and whose Employer Identification Number is



RECITALS

WHEREAS, the MEGA has been created by the Michigan Economic Growth Authority Act, Act No. 24 of Public Acts of 1995, as amended (the "Act"), with the power to provide tax credits to businesses involved in manufacturing, mining, research and development, wholesale and trade, or office operations.

WHEREAS, the Legislature has determined that it is in the public interest to promote economic growth and to encourage private investment, job creation and job upgrading for the residents of the State of Michigan.

WHEREAS, the MEGA has determined that providing tax credits to the Company for job creation and retention will promote and serve the purposes of the Act.

WHEREAS, the MEGA and the Company desire to set forth the terms and conditions for a MEGA Tax Credit.

NOW, THEREFORE, the parties agree as follows:

1.0 DEFINITIONS

- (a) "Act" means Public Act 24 of 1995, as amended.
- (b) "Agreement" means this written agreement.
- (c) "Application" means any information submitted to the MEGA in support of the Company's request for a Tax Credit.
- (d) "Anniversary Date" means September 30, 2005.
- (e) "Authority" or "MEGA" means the Michigan Economic Growth Authority created by the Act.
- (f) "Average Weekly Wage" means the total salaries and wages paid during the applicable tax year to employees performing Qualified New Jobs or Retained Jobs at the Project, divided by 52, divided by the number of Qualified New Jobs or Retained Jobs at the Project.
- (g) "Base Employment Level" means the minimum number of Retained Jobs to be maintained by the Company at the Project, as specified in Schedule A attached to this Agreement.
- (h) "Business" means a proprietorship, joint venture, partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, limited liability company or any other organization.
- (i) "Certificate" or "Tax Credit Certificate" means the certificate required to be issued by the Act which states that the Company is an authorized business, the amount of the Tax Credit authorized for a tax year, and the Company's federal employer identification number or Michigan Treasury number.

(j) "Certificate Application" or "Application for a MEGA Tax Credit Certificate" means the written information submitted each year in support of the Company's request for a Tax Credit Certificate.

(k) "Facility" means the "Project" or the site within this state at which the Company has committed to creating Qualified New Jobs or locating Retained Jobs.

(l) "Full-time Job" means a job performed by an individual who is employed for consideration for 35 hours or more each week and for which the employer withholds income and social security taxes.

(m) "MEGA Employment Credit" or "Employment Credit" means a credit against the Single Business Tax authorized by Section 38g(19)(b)(i) of Public Act 143 of 2000.

(n) "MEGA Tax Credit" or "Tax Credit" means a MEGA Business Activity Credit and/or a MEGA Employment Credit.

(o) "Person" means an individual or a Business.

(p) "Project" means the facility at which the Company will create Qualified New Jobs or locate Retained Jobs as described under Project Description.

(q) "Qualified New Job" means a Full-time Job located at the Project held by a Michigan resident employed by the Company, that is:

(1) created by the Company on or after the date of execution of this Agreement, and

(2) in excess of the Base Employment Level.

(r) "Retained Job" means a Full-Time Job held by a Michigan resident employed by the Company that the Company locates at the Project on or after the date of execution of this Agreement.

(s) "Salaries and Wages" means wages, tips and other compensation reported in Box 1 of the employees' W-2 forms.

(t) "Statement of Eligibility" or "Statement" means the certified statement required by Section 4.2 of this Agreement.

2.0 REPRESENTATIONS

2.1 Representations by the MEGA. With respect to the Agreement, the MEGA makes the following representations and warranties as of the date of execution of this Agreement:

(a) The MEGA is a public body established and acting pursuant to the Act.

(b) The MEGA has the necessary power under the Act to grant MEGA Tax Credits and has duly taken all action on its part required to authorize, execute and deliver this Agreement. This Agreement, when executed by both parties, will be a valid, binding and enforceable obligation of MEGA in accordance with its terms.

(c) Upon execution of this Agreement, the MEGA will issue the Company's initial Tax Credit Certificate in the form attached to this Agreement.

2.2 Representations by the Company. With respect to the Agreement, the Company makes the following representations and warranties as of the date of execution of this Agreement:

(a) Existence and Power. The Company validly exists as a corporation under the laws of the State of Delaware and is in good standing under the laws of the State of

Delaware, and is duly qualified to transact business as a foreign corporation in Michigan.

(b) Corporate Authority. The execution, delivery and performance by the company of this Agreement have been duly authorized by all necessary corporate action and will not violate any provision of law or of its articles of incorporation or its bylaws.

(c) Full Disclosure. To the Company's knowledge, neither this Agreement, the Company's Application, nor any written statements furnished by the Company to the MEGA in connection with the authorization of a MEGA Tax Credit relating to the Project contain any untrue statement of a material fact or omit a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(d) Eligibility. Currently, the Company plans to create Qualified New Jobs or plans to maintain Retained Jobs at the Project generally classified under SIC Code 3711.

(e) Project Description. The Company will expand and operate an existing motor vehicle assembly plant in Flat Rock, Wayne County, Michigan. The Project will result in the maintenance of the statutory minimum of 500 Retained Jobs and the creation of 75 Qualified New Jobs no later than September 30, 2005. The Qualified New Jobs and Retained Jobs created will pay an Average Weekly Wage of at least \$1,030 and at no time will the average wage paid for the Qualified New Jobs or Retained Jobs be less than 150 percent of the federal minimum wage.

To qualify for a MEGA Tax Credit for Retained Jobs, the Company will make capital investment of at least \$500,000,000 in the Project no later than September 30, 2005, as required by Section 207.808(5)(b) of the Michigan Economic Growth Authority Act, Act 24 of 1995, as amended by Act 144 (H.B. 5443), Laws 2000. The Project is economically sound and the investment capital and/or financing needed to complete the Project is now committed or will soon be available to the Company. As of August 13, 2002 construction of the Project had not begun.

The Company and the MEGA acknowledge that, notwithstanding anything to the contrary in this Agreement or any certification, some or all of the contractors and/or suppliers utilized in support of the Project will be required by the Company to be a party to the National Maintenance Agreement (which sets forth certain rules and requirements applicable to contractors affiliated with collective bargaining units and employers hiring those contractors). Furthermore, the Company and the MEGA acknowledge that, notwithstanding anything to the contrary in this Agreement, the competitive bid process utilized by the Company in connection with the Project may at times be open to limited numbers of potential contractors due to quality and safety concerns.

(f) Need for MEGA Tax Credits. The Tax Credits authorized by this Agreement address the competitive disadvantages of locating in Michigan instead of a site outside this State. The Project will not occur in Michigan without the tax credits offered by this Agreement and the Act.

(g) Site Reuse. The Company has considered the reuse or redevelopment of property previously used for an industrial or commercial purpose and the Company has determined the use of such property is feasible in locating the Project.

(h) Certification. The Company has made the certifications required by Section 8(3)(f) of the Act, which are attached to this Agreement as Schedule B.

(i) Binding Agreement. When executed by both parties, this Agreement will be a valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

3.0 MEGA TAX CREDIT

Based upon the Application and the Company's representations and warranties in this Agreement, the Authority authorizes the following tax credits subject to the conditions in Section 4.0 of this Agreement.

3.1 Employment Credit

(a) An Employment Credit equal to 70 percent of the state's personal income tax rate, as it exists at the beginning of the Company's tax year for which the credit is being sought, multiplied by the total Salaries and Wages, before deducting any personal or dependency exemptions of employees performing Qualified New Jobs or Retained Jobs. The Employment Credit is authorized for twenty consecutive tax years beginning with the Company's tax year ending September 30, 2005 which includes the Anniversary Date.

(b) No more than 1961 Retained Jobs may be used in calculating the Employment Credit as provided in Section 38g(19)(b) of Public Act 143 of 2000.

(c) No more than 1389 Qualified New Jobs may be used in calculating the Employment Credit as provided in Section 37c (2) of Public Act 23 of 1995

4.0 CONDITIONS OF THE MEGA TAX CREDITS

4.1 Eligibility (Retained Jobs). The Company shall not be eligible for the Tax Credit on Retained Jobs as provided in Section 3.0 of this Agreement unless:

(a) The statutory minimum of 500 Retained Jobs have been located at the Project, no later than the Anniversary Date.

(b) The Average Weekly Wage paid to all employees with Retained Jobs is at least \$1,030.

(c) The Company has made at least \$500,000,000 of capital investment in the Project, no later than the Anniversary Date.

(d) The Company relocates production of a product not previously produced in Michigan to this state.

4.2 Eligibility (Qualified New Jobs). The Company shall not be eligible for the Tax Credit on Qualified New Jobs provided in Section 3.0 of this Agreement unless:

(a) The statutory minimum of 75 Qualified New Jobs have been created at the Project no later than the Anniversary Date.

(b) The Average Weekly Wage paid to all employees performing Qualified New Jobs is at least \$1,030.

(c) The minimum Base Employment Level as required by Schedule A has been maintained.

The Company may not count as a Qualified New Job for a Tax Credit, any job that is transferred to the Project from: (i) a Michigan location of a Business that is listed in the Company's Application, or (ii) a Michigan location of a Business that, on or after the date of the Company's Application, acquires or otherwise gains control of the Company,

is acquired or controlled by the Company, or comes under common control with the Company

4.3 Statement of Eligibility (Retention). Any time after 500 Retained Jobs have been located at the Project, but in no case later than 30 days after the Anniversary Date, and in all cases prior to or concurrent with the first application for a Tax Credit Certificate, the Company shall file a Certified Statement of Eligibility (Retention) in a form specified by the Authority. The Statement shall contain the following information:

- (a) The number of Retained Jobs.
- (b) The Average Weekly Wage paid to employees with Retained Jobs.
- (c) The dollar amount of capital investment in the Project.
- (d) A certification by an authorized officer of the Company that the Company

has relocated production of a product not previously produced in Michigan to this state, and that the information provided in the Statement of Eligibility is true.

4.4 Statement of Eligibility (Qualified New Jobs). Any time after 75 Qualified New Jobs have been created at the Project, but in no case later than 30 days after the Anniversary Date, and in all cases prior to or concurrent with the first application for a Tax Credit Certificate, the Company shall file a Certified Statement of Eligibility in a form as specified by the Authority from time to time. The Statement shall contain the following information:

- (a) The aggregate number of Retained Jobs at the Project.
- (b) The number of Qualified New Jobs.
- (c) The Average Weekly Wage paid to employees performing Qualified New Jobs.

(d) A certification by an authorized officer of the Company that the information provided in the Statement of Eligibility is true.

4.5 Tax Credit Certificate (Retention). To obtain a Tax Credit Certificate in connection with the tax credits authorized in this Agreement for Retained Jobs in any tax year, the Company shall:

(a) Maintain the minimum number of Retained Jobs at the Project as required by Schedule A of this Agreement, for the applicable tax year. In computing the number of Retained Jobs at the Project in any tax year, the Company shall determine the number of Retained Jobs at the Project as of the last day of each of the four quarters of the applicable tax year, total the results for the four quarters, and divide the sum by four (4).

(b) Pay an Average Weekly Wage in connection with the Retained Jobs of at least the amount required by Schedule A of this Agreement for the applicable tax year.

(c) Pay an average hourly wage in connection with Retained Jobs that equals or exceeds 150 percent of the highest hourly federal minimum wage in effect for the applicable tax year.

(d) Make an Application to the MEGA for a Tax Credit Certificate as provided in Section 5.0 of this Agreement.

(e) Provided that the Company has initially satisfied the requirements of Section 4.1, failure of the Company to satisfy the requirements of Section 4.5 in any given year does not preclude the Company from qualifying for and obtaining a Tax Credit in any other year, if authorized by Section 3.1 of this Agreement.

4.6 Tax Credit Certificate (Qualified New Jobs). To obtain a Tax Credit Certificate in connection with the tax credits authorized in this Agreement for Qualified New Jobs in any tax year, the Company shall:

(a) Maintain the minimum number of Qualified New Jobs at the Project, as required by Schedule A1 of this Agreement, for the applicable tax year. In computing the number of Qualified New Jobs at the Project in any tax year except the first year of the credit, the Company shall determine the number of Qualified New Jobs at the Project as of the last day of each of the four quarters of the applicable tax year, total the results for the four quarters, and divide the sum by four (4).

In computing the number of Qualified New Jobs for the first year of the credit, the Company shall determine the number of Qualified New Jobs as of the last day of each quarter of the applicable tax year and beginning with the first quarter in which there are at least 75 Qualified New Jobs, compute the average number of Qualified New Jobs over the remaining quarters of the tax year.

(b) Pay an Average Weekly Wage in connection with the Qualified New Jobs of at least the amount required by Schedule A1 of this Agreement for the applicable tax year.

(c) Pay an average hourly wage in connection with Qualified New Jobs that equals or exceeds 150 percent of the highest hourly federal minimum wage in effect for the applicable tax year.

(d) Maintain its Base Employment Level as required by Schedule A1. In computing the Base Employment Level in any tax year, the Company shall determine the aggregate number of Retained Jobs at the Project, excluding the Qualified New

Jobs at the Project for which it is seeking a Tax Credit, as of the last day of each of the four quarters in that tax year. The sum of the results for the four quarters, divided by four, is the Base Employment Level for that year.

(e) Make an Application to the MEGA for a Tax Credit Certificate as provided in Section 5.0 of this Agreement.

(f) Provided that the Company has initially satisfied the requirements of Section 4.2, failure of the Company to satisfy the requirements of Section 4.6 in any given year does not preclude the Company from qualifying for and obtaining a Tax Credit in any other year authorized by Section 3.1 of this Agreement.

4.7 Audit and Verification. The information provided in the Application, the Application for a MEGA Tax Credit Certificate, and the Statement of Eligibility are subject to audit and verification by the Authority or its designee. Upon reasonable advance notice to the Company by the Authority, the Company shall permit the Authority or its designee, during normal business hours, to inspect the files of the Company solely for the purpose of verifying eligibility for the Tax Credits authorized by this Agreement. The files subject to inspection include, but are not limited to, those relevant to wage and hour records, job classification, job assignments and employment histories. The audit and verification contemplated under this Section 4.7 shall be completed within twenty-four (24) months (or such longer time period as mutually agreed upon by the parties) after the issuance of the Tax Credit Certificates discussed in Sections 4.5 and 4.6.

The Authority or its designee shall use all information received pursuant to inspection of the Company's files solely for the purpose of verifying eligibility for the Tax

Credits authorized by this Agreement. The Company may request confidentiality pursuant to Section 5(3) of the Act on financial or proprietary information retained by the Authority in the course of its inspection of the files.

4.8 Administrative Fee. The Company must pay an administrative fee of \$100,000 to MEGA upon submission of the Certified Statement of Eligibility (Retention) required by Section 4.3. The administrative fee is calculated as one-half of one percent of the MEGA Cost, as reported in current dollars, in the cost/benefit analysis of the Project, as presented to the MEGA at the time the Tax Credit was authorized, except in no case will the Administrative Fee exceed \$100,000.

5.0 ANNUAL APPLICATION FOR TAX CREDIT CERTIFICATE

5.1 For each year that it seeks a Tax Credit under this Agreement, the Company shall complete an Application for a MEGA Tax Credit Certificate.

5.2 The Certificate Application shall be filed with the Authority at least 60 days prior to the day the Company's Single Business Tax return is due. If the Company receives an extension of the deadline to file its Michigan Single Business Tax return, the Company shall notify the MEGA of the extension and the Certificate Application shall be filed with the Authority at least 60 days prior to the extended deadline.

5.3 The form of the Certificate Application shall be as specified by the Authority from time to time. The Certificate Application shall contain the following information:

- (a) The Base Employment Level.
- (b) The number of Retained Jobs at the Project as of the end of each of the four quarters in the applicable tax year.

(c) The number of Qualified New Jobs at the Project as of the end of each of the four quarters in the applicable tax year.

(d) The total Salaries and Wages, before deducting any personal or dependency exemptions, paid to employees who performed Retained Jobs at the Project during the applicable tax year.

(e) (e) The total Salaries and Wages, before deducting any personal or dependency exemptions, paid to employees who performed Qualified New Jobs at the Project during the applicable tax year.

(f) Any other information that is reasonably related to determining the applicable Tax Credit. If any other information is required, the MEGA will notify the Company in writing of the nature of the additional information required to complete the Certificate Application.

(g) A certification by an Authorized Officer of the Company that the information provided in a Certificate Application is true.

5.4 The information in a Certificate Application is subject to audit and verification by the Authority or its designee consistent with Section 4.7 of this Agreement.

5.5 Within 60 days of receiving a completed Certificate Application, the MEGA will review that application to determine whether the requirements of this Agreement have been satisfied and, if so, will calculate the credit authorized under this Agreement and issue a Tax Credit Certificate to the Company. If the Company is in compliance with Section 5.2, the MEGA agrees that the Certificate will be provided to the Company with sufficient lead-time that allows the Company to timely file its Michigan Single Business Tax return for any tax year. In any event, the Certificate will be provided no less than 15

days prior to the due date of the Company's Michigan Single Business Tax return, including extensions.

6.0 ADJUSTMENTS, REDUCTION, OR TERMINATION OF CREDITS

6.1 If the Company does not comply with the conditions required in either Section 4.1, this Agreement is void, the Company is no longer an authorized business for purposes of the Act and no Tax Credits will be authorized under this Agreement.

6.2 Failure of the Company to comply with any provision of this Agreement, other than as a result of a clerical or technical error which is corrected when it is discovered to be an error, may result in revocation of the Company's designation as an authorized business for purposes of the Act or the reduction or loss of Tax Credits for which a Certificate has not yet been issued.

6.3 A Tax Credit authorized by the Authority is subject to adjustment in any tax year following the tax year for which a Tax Credit Certificate was issued, if the material information on which the tax credit certification was based is found to be incorrect or cannot be verified, subject to the conditions discussed in Section 4.4.

6.4 If the Authority determines that the Company misrepresented material information in order to qualify for, or increase the amount of a Tax Credit, the Authority may revoke the Company's designation as an authorized business and notify the Michigan Department of Treasury of that revocation. Any tax credits that have been received based upon a misrepresentation of material information may be subject to recovery by the State of Michigan.

6.5 Prior to taking any adverse action against the Company under Sections 6.1, 6.2, 6.3, or 6.4, the Authority shall provide the Company with written notification of its intent

to take such action and the basis for that action. The Company may file a written appeal of the proposed adverse action with opportunity to correct any deficiency within 90 days of the date of the notification.

7.0 REPORTING

The Company shall provide the MEGA with the information regarding its participation in the Tax Credit Program as the MEGA may reasonably require while this Agreement is effective.

8.0 MISCELLANEOUS

8.1 Assignment of Credits. The Tax Credits authorized by this Agreement shall not be transferred or assigned to any other Person. In the event a Person acquires all or substantially all of the assets of the Company in Michigan after the date of this Agreement, the Authority shall authorize the transfer of the company's rights under this Agreement to that Person if:

(a) The Person agrees in writing to assume all of the responsibilities of the Company under this Agreement.

(b) The Authority determines that the transfer would serve the purposes of the Act and this Agreement.

8.2 Severability. If any provision of this Agreement is held illegal or invalid by any court, the invalidity of that provision shall not affect the remainder of this Agreement, and the Agreement shall be construed and enforced as if such illegal or invalid provision had not been in the Agreement.

8.3 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given when delivered, if delivered by registered or certified mail,

return receipt requested, or by messenger or professional courier service, addressed as follows:

If to the MEGA by mail: Michigan Economic Development Corporation
Michigan Economic Growth Authority
Post Office Box 30234
Lansing, Michigan 48909
Attention: Jim Paquet

If to the MEGA by messenger or professional courier service:

Michigan Economic Growth Authority
Michigan Economic Development Corporation
300 North Washington Square
Lansing, Michigan 48913
Attention: Jim Paquet

If to the company: AutoAlliance International, Inc.
One International Drive
Flat Rock, MI 48134
Attn: Treasurer _____

8.4 Project Sign. The Company will erect a Project sign within thirty (30) days after execution of this Agreement. The sign must be located on the Project site in the most visually accessible place to ensure maximum public exposure. The sign shall remain on the Project site until the completion of construction. The Company will be responsible for the cost of the sign (\$290). The Company is responsible for contacting the sign vendor and providing the city name, project name, and shipping address. The vendor is: Mr. Scott Hildebrant, ImageLine Productions, (989) 729-7446, whose office are located at 811 West Main, Owosso, Michigan 48867.

8.5 Entire Agreement and Amendment. Subject to the Act, this Agreement and the attached Schedules contain the entire Agreement between the Company and the

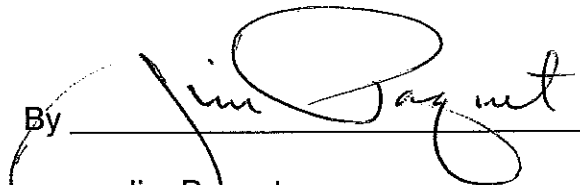
MEGA with respect to the matters described in the Agreement. This Agreement may not be amended except with the written consent of the Authority and the Company.

8.6 Captions. The captions in this Agreement are for convenience only and in no way limit the intent of any provision of this Agreement.

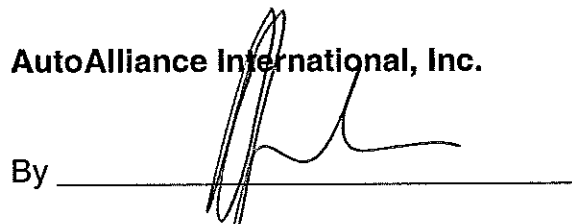
8.7 Interpretation. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.

8.8 Acceptance. The terms of this Agreement are accepted this 8th day of November 2002.

Michigan Economic Growth Authority

By 
Jim Paquet
Secretary to the MEGA Board

AutoAlliance International, Inc.

By 
Philip G. Spender
President and Chief Executive Officer

(Form 5-7-01)

AutoAlliance International, Inc.

Schedule A: Minimum Employment and Wage Levels

to Qualify for the Retained Jobs Tax Credits

<u>Year of Credit</u>	<u>Tax Year Ending September 30</u>	<u>Minimum # of Retained Jobs</u>	<u>Minimum Average Weekly Wage</u>
1	2005	500	\$1,030
2	2006	500	\$1,030
3	2007	500	\$1,030
4	2008	500	\$1,030
5	2009	500	\$1,030
6	2010	500	\$1,030
7	2011	500	\$1,030
8	2012	500	\$1,030
9	2013	500	\$1,030
10	2014	500	\$1,030
11	2015	500	\$1,030
12	2016	500	\$1,030
13	2017	500	\$1,030
14	2018	500	\$1,030
15	2019	500	\$1,030
16	2020	500	\$1,030
17	2021	500	\$1,030
18	2022	500	\$1,030
19	2023	500	\$1,030
20	2024	500	\$1,030

AutoAlliance International, Inc.

Schedule A1: Minimum Employment and Wage Levels

to Qualify for the Qualified New Jobs Tax Credits

<u>Year of Credit</u>	<u>Tax Year Ending September 30</u>	<u>Minimum # of Qualified New Jobs</u>	<u>Minimum Average Weekly Wage</u>	<u>Minimum Base Employment Level</u>
1	2005	75	\$1,030	1961
2	2006	75	\$1,030	1961
3	2007	75	\$1,030	1961
4	2008	75	\$1,030	1961
5	2009	75	\$1,030	1961
6	2010	75	\$1,030	1961
7	2011	75	\$1,030	1961
8	2012	75	\$1,030	1961
9	2013	75	\$1,030	1961
10	2014	75	\$1,030	1961
11	2015	75	\$1,030	1961
12	2016	75	\$1,030	1961
13	2017	75	\$1,030	1961
14	2018	75	\$1,030	1961
15	2019	75	\$1,030	1961
16	2020	75	\$1,030	1961
17	2021	75	\$1,030	1961
18	2022	75	\$1,030	1961
19	2023	75	\$1,030	1961
20	2024	75	\$1,030	1961

AutoAlliance International, Inc.

Schedule B

AutoAlliance International, Inc. certifies in accordance with the MEGA Tax Credit Agreement dated November 8th, 2002

1. It will follow a competitive bid process, open to all Michigan residents and firms, for the construction, rehabilitation, development or renovation of the Facility, and that it will not discriminate against any contractor on the basis of its affiliation or non-affiliation with any collective bargaining organization.

2. It will make a good faith effort to employ, if qualified, Michigan residents at the Facility.

3. It will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop, or renovate the Facility.

Certified this 7th day of November 2002.

By: _____

Philip G. Spender
President and Chief Executive Officer

Certificate Number

00 - 180 -01

Initial Tax Credit Certificate

Issued this 8TH day of November, 2002, by the

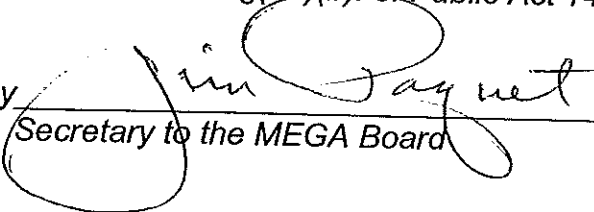
Michigan Economic Growth Authority

to AutoAlliance International, Inc., Employer Identification Number, 38-2578005, which is an Authorized Business pursuant to Public Act 24 of 1995, as amended.

The MEGA authorizes to AutoAlliance International, Inc., an Employment Credit of 70 percent for twenty consecutive tax years, beginning with the Company's tax year ending September 30, 2005 under Section 37c of Public Act 23 of 1995.

The MEGA authorizes AutoAlliance International, Inc., an Employment Credit of 70 percent for twenty consecutive tax years, beginning with the Company's tax year ending September 30, 2005 under Section 38g(19)(b) of Public Act 143 of 2000.

By


Secretary to the MEGA Board