PURE/MICHIGAN®

MICHIGAN BUSINESS DEVELOPMENT PROGRAM
Performance Based Grant - Term Sheet

The following is a summary of the highlights of the project and basic terms for which the Company desires grant support from the Michigan Strategic Fund ("MSF") under the Michigan Business Development Program ("BDP"). While the BDP is operated and funded through the MSF, recommendation for approval of a BDP incentive award is presented by the Michigan Economic Development Corporation ("MEDC") to the MSF.

Date: 2/9/2012

1.	**Company Name:**	Computerized Facility Integration, LLC ("Company" or "Applicant")
2.	**Company Address:**	18000 West Nine Mile Road Suite 550 Southfield, Michigan 48075 www.gocfi.com
3.	**Company EIN:**	██████████
4.	**Project Address ("Project"):** *if different than above*	See Address Above
5.	**BDP Incentive Type:**	Performance Based Grant
6.	**Maximum Amount of BDP Incentive:**	Up to $434,500 ("BDP Incentive Award")
7.	**Base Employment Level**	46	The number of jobs currently maintained in Michigan by the Company based on data submitted by the Company to the MEDC reflecting the Company's statewide employment level in Michigan prior to the proposed project. The Base Employment Level, including identification of the Company data used to establish this level, shall be included in the final BDP Incentive Award agreement ("Agreement") between the MSF and the Company.
8.	**Total Qualified New Job Creation:** *(above Base Employment Level)*	79	The minimum number of Total Qualified New Jobs the Company shall be required to create in Michigan (above the Base Employment Level) to be minimally eligible to receive the full amount of the BDP Incentive Award. Each Qualified New Job must be performed for consideration by a

Michigan resident (whose Michigan income taxes are withheld as required), and each Qualified New Job must be in excess of the Base Employment Level. The final terms and conditions of the requirements for the minimum number of Qualified New Jobs that must be created, including provisions addressing disbursements of portions of the BDP Incentive Award, and the effects of short term layoffs, furloughs, or similar gaps in employment on the required minimum hours per week, shall be included in the final Agreement.

a. **Start Date for Measurement of Creation of Qualified New Jobs:** December 21, 2011

9. **Company Investment:** Up to $908,000 in lease expenses, purchase of machinery & equipment, furniture & fixtures, computers and other investment.

10. **Municipality supporting the Project:** City of Southfield

a. **Municipality Support.** One of the conditions of execution of the final Agreement is the requirement that the municipality shall have committed to provide: **a property tax abatement.** The final terms and conditions demonstrating this support shall be included in the final Agreement.

11. **Disbursement Milestones:** The final terms and conditions of each of the MSF disbursements of any portion of the BDP Incentive Award shall be included in the final Agreement, including that before any disbursement is made to the Company, the Company must have maintained: (i) the Base Employment Level (exclusive of the number of Qualified New Jobs then created) and (ii) any Qualified New Jobs created for which disbursements by the MSF have been made, and must otherwise be in compliance with all terms and conditions of the final Agreement, and further shall include terms addressing:

a. Upon demonstrated creation of each Qualified New Job, the MSF will disburse $5,500 per Qualified New Job (up to 79 Qualified New Jobs and not to exceed the total amount of $434,500), provided that:
    i. By December 31, 2012, the Company demonstrates creation of at least 10 Qualified New Jobs;
    ii. By December 31, 2013, the Company demonstrates creation of at least 24 additional Qualified New Jobs (for a total to such date of at least 34 Qualified New Jobs); and
    iii. By December 31, 2014, the Company creates at least 35 additional Qualified New Jobs (for a total to such date of at least 79 Qualified New Jobs).

b. All applicable disbursements shall be processed by the MSF after December 31 of each calendar year through 2014, and once the total amount of $434,500 has been disbursed, no further disbursements by the MSF shall be made.

12. **Repayment Provisions:**
    Repayment provisions are required by law. The repayment terms and conditions will be effective through the Term of the Agreement and shall be defined in the final Agreement. The final repayment provisions may require repayment of some or all of the disbursements made by the MSF, including if the Company moves 25% or more of their employees or operations for the Project out of Michigan, if the Company fails to maintain the Base Employment Level in Michigan, or if the Company fails to maintain the Qualified New Jobs incented by this Award.

13. **Reporting Requirements:** The Company shall be required to submit periodic reports to the MSF, the final terms and conditions of which shall be included in the final Agreement, including the following:
    a. Submission of all data required for the MSF to comply with its general annual reporting requirements to the Michigan legislature under the MSF Act (see MCL 125.2088n(5)); including reporting:
        i.   the number of new patents, copyrights, or trademarks applied for and issued to the Company;
        ii. the number of new jobs and projected new job growth by the Company;
        iii. the amounts of other funds leveraged by the Company;
        iv. the number of new licensing agreements by the Company and the number of such licensing agreements entered into by the Company with Michigan based firms; and
        v.   any products commercialized by the Company.

    b. Submission of all data required for the MSF to comply with its specific BDP annual reporting requirements to the Michigan legislature under the MSF Act (see MCL 125.2088r(6), including reporting on:
        i.   the total proposed amount, and the actual amount, of qualified investment attracted by the Company to the Project;
        ii. the total committed, and the actual number of, qualified new jobs created by the Company; and
        iii. the individuals hired by the Company, including the number and their educational attainment (including whether high school diploma or equivalent, higher education certificate or degree, or advanced degree or training), and the number of individuals hired by the Company who relocated to Michigan.

14. **Public Announcements:** The Company shall not make, or cause, any announcement of the proposed BDP Incentive Award parameters outlined in this letter before the date of approval by the MSF of the BDP Incentive Award, unless prior authorized and coordinated with the MEDC.

Any final BDP Incentive Award is contingent upon several factors, including: (i) submission by the Company of a completed application and all other documentation required under the BDP (ii) satisfactory municipality support (iii) available MSF funding (iv) completion of financial review, business integrity review, required background checks, and other business and legal review and due diligence as required, and the results of which must be satisfactory the MEDC, the MSF, and as applicable, the Chief Compliance Officer, (v) approval of an award by the MSF, and (vi) execution of a final Agreement containing the established milestones, repayment terms, reporting requirements, and all other detailed terms and conditions, required by the MSF.

If the Company is interested in the MEDC pursuing a recommendation to the MSF for a possible BDP Incentive Award for the Company along the above parameters, please sign and date this Term Sheet. If the MEDC does not receive the signed Term Sheet from the Company by March 12, 2012, the MEDC may not be able to proceed with any recommendation to the MSF.

Computerized Facility Integration, LLC

By: _____

Its: _____CFO_____

Dated: _____3|14|12_____

Acknowledged as received by:

Michigan Economic Development Corporation

By: _____

Its: _____

Dated: _____3|14|12_____

Project Name	CFI
Discount Rate	3.25%
Payments + Repayment Period	5

	NPV	1	2	3	4	5	6	7	8	9	10
Benefits from Project (REMI)	$3,935,097	$308,000	$847,000	$1,001,000	$1,078,000	$1,155,000					
Cost of Project (Grant/Loan)	$434,500	$110,000	$220,000	$104,500							
Net	$3,527,252	$198,000	$627,000	$896,500	$1,078,000	$1,155,000	$0	$0	$0	$0	$0

ROI	9.1

If ROI >1	Positive Benefit to State
If ROI <1	Negative Benefit to State