

MEGA TAX CREDIT AGREEMENT

This Agreement is entered into this 19th day of June, 1995, by and between the Michigan Economic Growth Authority, whose address is P.O. Box 30234, Lansing, Michigan, (hereafter "the MEGA") and Walden Book Company, Inc., (hereafter, "the Company"), a, New York Corporation, whose address is 201 High Ridge Road, Stamford, Connecticut 06945.

RECITALS

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

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 expansion will promote and serve the intended purposes of and in all respects will conform to the provisions and requirements of the Act; and

WHEREAS, the MEGA and the Company desire to set forth the terms and conditions of the MEGA Tax Credit that the MEGA has authorized to the Company.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 DEFINITIONS

- (a) "Agreement" means this written agreement.
- (b) "Application" means any information submitted to the MEGA in support of the Company's request for a Tax Credit.
- (c) "Anniversary Date" means one calendar year after Beginning of Operations.
- (d) "Authority" means the Michigan Economic Growth Authority created by P.A. 24 of 1995.
- (e) "Base Employment Level" means 527 Full-Time Jobs at Borders Group, Inc., and any of its constituent companies in Michigan, excluding jobs at retail stores and excluding any Qualified New Jobs, as specified in Schedule A attached to this Agreement.
- (f) "Beginning of Operations" is the date on which, for purposes of this Agreement, operations at the location specified in the Project Description are deemed to begin, as determined by the MEGA.
- (g) "Certificate" or "Tax Credit Certificate" means the certificate required to be issued by Public Act 23 of 1995 which states that the Company is an authorized business, the amount and duration of the Tax Credit authorized for a tax year, and the

Company's federal employer identification number or Michigan Treasury number.

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

(i) "Company" means Walden Book Company, Inc. which is an authorized business as defined in Public Act 24 of 1995 upon execution of this Agreement. For purposes of determining the number of tax credits or amount of any tax credits which may be claimed for a Facility which is the subject of this Agreement, the term "Company" includes a group affiliated with the authorized business; controlled group of corporations, as defined by the Internal Revenue Code, of which the authorized business is a part; or an entity with which the authorized business is under common control, as defined by the Internal Revenue Code.

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

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

(l) "MEGA Business Activity Credit" or "Business Activity Credit" means a credit against the single business tax authorized by Sec. 37D of Public Act 23 of 1995.

(m) "MEGA Employment Credit" or "Employment Credit" means a credit against the single business tax authorized by Section 37C of Public Act 23 of 1995.

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

(o) "Person" means an individual, proprietorship, joint venture, partnership, trust, business trust, syndicate, association, joint stock company, corporation, cooperative, limited liability company or any other organization.

(p) "Project" means the particular facility, facilities, or portion of a facility at which the Company will create Qualified New Jobs as described under Project Description.

(q) "Qualified New Job" means a Full-time Job on the payroll of Walden Book Co., Inc., at the Project that is,

(1) created by the Company after April 24, 1995,

(2) together with the then number of Full-Time Jobs of Borders, Group Inc., and its constituent companies, in Michigan, in excess of the Base Employment Level.

(r) "Statement of Eligibility" or "Statement" means the certified statement required by Section 4.3 of the agreement.

2.0 REPRESENTATIONS

2.1 Representations by the MEGA. With respect to the Agreement entered into hereunder, the MEGA makes the following representations and warranties as of the

time such Agreement is executed:

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

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

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

(a) Existence and Power. The Company is validly existing and is in good standing under the laws of the State of Michigan, and is duly qualified to transact business 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 charter or bylaws.

(c) Full Disclosure. 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, contain any untrue statement of a material fact or omit a material fact.

(d) Misrepresentation. A misrepresentation in an Application, a Statement of Eligibility or a Certificate Application, may result in the revocation of the

Company's designation as an authorized business and the refund of any Tax Credits the Company has received.

(e) Compliance with Agreement. A violation of this Agreement may result in the revocation of the Company's designation as an authorized business and the loss or reduction of future Tax Credits.

(f) Eligibility. The Company will create Qualified New Jobs in this state in corporate staff and support functions in the retail book and media industry.

(g) Project Description. The Walden Book Co., Inc., will relocate certain of its corporate staff and support function employees to the Northern Telecom Building, at 100 and 110 Phoenix in Ann Arbor, Michigan, which will create the statutory minimum of 75 Qualified New Jobs no later than September 30, 1996. The Qualified New Jobs created will pay an average weekly wage of at least \$816.00. At no time will the average wage paid for these Qualified New Jobs be less than 150 percent of the federal minimum wage which shall, from time to time, then be in effect. The Qualified New Jobs performed by Walden Book Co., Inc., corporate staff and support function employees may also be located at other addresses in the Ann Arbor area provided that the Company complies with Section 2.2 (j) of this Agreement and maintains adequate records to distinguish Qualified New Jobs performed by Walden Book Co., Inc., corporate staff and support function employees from the 527 jobs which are included in the Base Employment Level.

The Company believes that the project is economically sound and affirms that the investment capital and/or financing needed to complete the project is now

committed or will soon be available to the Company. As of April 20, 1995, the Company has not begun construction of the project.

(h) 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.

(i) Site Reuse. The Company has considered the reuse or redevelopment of property previously used for an industrial or commercial purpose and the Company will use such property in locating a portion of the Project.

(j) Transfer of Employment. The Project will not result in transferring employment within the Company from one or more local governmental units in Michigan to the governmental unit in which the Project is located unless the Company has obtained consent resolutions from all units of government from which employment is to be transferred as required by Section 8(1)(m) of Public Act 24 of 1995.

(k) The Company has made the certifications required by Section 8 (3)(f) of Public Act 24 of 1995, which are attached to this Agreement as Schedule B, that it:

- (1) 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) Will make a good faith effort to employ, if qualified, Michigan residents at the facility;
- (3) Will make a good faith effort to employ or contract with Michigan residents and firms to construct, rehabilitate, develop, or renovate the facility.

(l) Borders Group, Inc., of which Walden Book Company, Inc., is a wholly owned subsidiary, has completed an initial public offering of its common stock as described in securities and exchange commission registration no. 33-90918, and as a result of that offering K-Mart Corporation owns less than 48% of the outstanding common stock of Borders Group, Inc.

3.0 MEGA Tax Credit. Based upon the Company's Application and the Representations and Warranties made in this Agreement, the Authority has authorized the following tax credits subject to the conditions specified in Section 4 of this Agreement.

3.1

(a) An Employment Credit equal to 80 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 at any time during the applicable tax year. The Employment Credit is authorized for five (5) consecutive tax years beginning with the Company's 1996 tax year.

(b) An Employment Credit equal to 25 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 at any time during the applicable tax year. The Employment Credit is authorized for five (5) consecutive tax years beginning with the Company's 2001 tax year.

(c) An Employment Credit equal to 80 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 at any time during the applicable tax year. The Employment Credit is authorized for five (5) consecutive tax years beginning with the Company's 2006 tax year.

(d) No more than 550 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 The Company shall not be eligible for the Tax Credit provided in Section 3 of this Agreement unless;

(a) The statutory minimum of 75 Qualified New Jobs have been created

at the Project location, no later than the Anniversary Date,

(b) The average weekly wage paid to all employees performing Qualified New Jobs is at least \$816.00, and

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

4.2 For purposes of this Agreement, the Beginning of Operations is September 30, 1995, and the Anniversary Date is September 30, 1996.

4.3 Anytime after 75 Qualified New Jobs have been created at the Project location, but in no case later than 30 days after the Anniversary Date, 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, as of the end of the pay period in which the Anniversary Date falls:

(a) The number of Qualified New Jobs.

(b) The average weekly wage paid to employees performing Qualified New Jobs.

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

4.4 To obtain a Tax Credit Certificate in connection with the tax credits authorized in this Agreement for any tax year, the Company shall:

(a) Provide the minimum number of Qualified New Jobs at the Project, as required by Schedule A of this Agreement, for the applicable tax year.

(b) Pay an average weekly wage in connection with the Qualified New 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 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 the Base Employment Level as required by Schedule A. In computing the Base Employment Level in any tax year, the Company shall determine the aggregate number of Full-time Jobs at all Michigan locations of Borders Group, Inc., and any of its constituent companies, excluding any jobs at any of the Company's retail stores and excluding any Qualified New Jobs at the Project, 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 Section 5 of in this Agreement.

4.5 Information Subject to Audit and Verification

(a) The information in an Application is subject to audit and verification, by the Authority or its designee as provided in this Section.

(b) The information provided in an Application for a Certificate is subject to

audit and verification, by the Authority or its designee, as provided in this Section.

(c) The information provided in the Statement of Eligibility is subject to audit and verification by the Authority or its designee as provided in this Section.

(d) Upon 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, in order to verify information which has been provided to the Authority. 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.

4.6 Adjustment of Credits

(a) 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 information on which the tax credit certification was based is found to be incorrect or cannot be verified.

(b) If the Authority determines that an adjustment is warranted, the Authority may adjust the amount of any future Tax Credit due the Company under this Agreement.

4.7 Separate Company Tax Filings. Walden Book Company, Inc., shall remain eligible for the credits authorized in this Agreement only so long as it files its state tax returns on a separate company basis.

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 within 45 days after the last day of the Company's tax year.

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 Qualified New Jobs at the Project locations as of the end of each of the four quarters in the applicable tax year.
- (c) The number of Full-time Jobs, in Michigan, in Borders Group, Inc., and any of its constituent companies, excluding any jobs at any of the Company's retail stores and excluding Qualified New Jobs at the Project locations, 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 the employees who performed Qualified New Jobs at the Project locations during the applicable tax year.
- (e) Any other information the Authority deems appropriate in determining the applicable Tax Credit.

(f) 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 in accordance with the provisions of Section 4.5 (d) of this Agreement.

5.5 Within 60 days of receiving a complete Application for a Tax Credit Certificate, the MEGA will review that application to determine whether the requirements of this Agreement have been satisfied and, if so, will calculate and grant the credit authorized under this Agreement and issue a Tax Credit Certificate to the Company.

6.0 Termination or Reduction of Credits

6.1 If the Company does not comply with the conditions required in Sections 4.1, 4.4(a), 4.4(b), 4.4(d), and 4.5(d), this Agreement is null and void, the Company is no longer an authorized business, and no Tax Credits are, or will be, authorized under this Agreement.

6.2 Failure of the Company to comply with any other provision of this Agreement may result in the reduction or loss of Tax Credits for which a certificate has not yet been issued.

6.3 If the Authority determines that the Company misrepresented 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.

7.0 **Reporting.** The Company shall provide the MEGA with such information regarding its participation in the tax credit program as the MEGA may reasonably require for so long as 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 provided, however, that in the event a person acquires 100% 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,

- (1) The person agrees in writing to assume all of the duties and responsibilities of the Company under this Agreement and
- (2) The Authority determines that such a transfer would best serve the purposes of Public Act 24 of 1995 and this Agreement.

8.2 **Severability.** If any clause, provision or section of this Agreement is held illegal or invalid by any court, the invalidity of such clause, provision or section shall

not affect any of the remaining clauses, provisions or sections hereof and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

8.3 Notices. All notices, certificates, requests or other communications hereunder shall be sufficiently given when delivered by messenger, by professional courier service or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the MEGA by mail:

Michigan Economic Growth Authority
Michigan Jobs Commission
PO Box 30234
Lansing, Michigan 48909

Attention: Jim Paquet

If to the MEGA by messenger or professional courier service:

Michigan Economic Growth Authority
Michigan Jobs Commission
525 W. Ottawa Street
Fifth Floor, Law Building
Lansing, Michigan 48933

Attention: Jim Paquet

If to the Company:

Walden Book Company, Inc.
c/o Rick Vanzura
Vice President, Group Planning &
Resource Management
Borders Group, Inc.
500 E. Washington Street
Ann Arbor, Michigan 48104

8.4 Entire Agreement and Amendment. Subject to the provisions of Public Act 24 of 1995, this Agreement and the Schedules attached to it, contain the entire Agreement between the Company and the MEGA, with respect to the matters described herein and supersede any and all previous Agreements. This Agreement may not be amended except with the written consent of the Authority and the Company.

8.5 Captions. The captions in this Agreement are for convenience only and in no way define, limit or describe the scope of intent of any provisions or sections of this Agreement.

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

8.7 Acceptance. The terms of this agreement are hereby accepted this 19th day of June 1995,

MICHIGAN ECONOMIC GROWTH AUTHORITY

By D. To. 211

Its: Chairman

Company

By Cedric J. Vanzura
Cedric J. Vanzura

Its: Vice President, Group Planning and Resource Management

Walden Book Company, Inc.

**Schedule A: Minimum Employment and Wage Levels
to Qualify for the MEGA Tax Credits**

| <u>Year of Credit</u> | <u>Tax Year</u> | <u>Minimum # of Qualified New Jobs</u> | <u>Minimum Average Weekly Wage</u> | <u>Minimum Base Employment Level to be maintained</u> |
|-----------------------|-----------------|--|------------------------------------|---|
| 1 | 1996 | 75 | \$ 816 | 527 |
| 2 | 1997 | 75 | \$ 816 | 527 |
| 3 | 1998 | 75 | \$ 816 | 527 |
| 4 | 1999 | 75 | \$ 816 | 527 |
| 5 | 2000 | 75 | \$ 816 | 527 |
| 6 | 2001 | 75 | \$ 816 | 527 |
| 7 | 2002 | 75 | \$ 816 | 527 |
| 8 | 2003 | 75 | \$ 816 | 527 |
| 9 | 2004 | 75 | \$ 816 | 527 |
| 10 | 2005 | 75 | \$ 816 | 527 |
| 11 | 2006 | 75 | \$ 816 | 527 |
| 12 | 2007 | 75 | \$ 816 | 527 |
| 13 | 2008 | 75 | \$ 816 | 527 |
| 14 | 2009 | 75 | \$ 816 | 527 |
| 15 | 2010 | 75 | \$ 816 | 527 |

Walden Book Company, Inc.
Schedule B

Walden Book Company, Inc., certifies that:

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 19th day of June, 1995,

By: *Cedric J. Vanzura*
Cedric J. Vanzura (Name)

Its: ~~Vice President, Group Planning and Resource Management~~
(Title of Authorized Officer)

