AGREEMENT BETWEEN MICHIGAN MAGNET FUND, PNC COMMUNITY PARTNERS, INC., PNC NEW MARKETS INVESTMENT PARTNERS, LLC, AND WHIRLPOOL

November 15, 2010

The Michigan Magnet Fund (“MMF”), PNC Community Partners, Inc. (“PNCCPI”) and PNC New Markets Investment Partners, LLC ("PNCNMIP") are pleased to present this term sheet outlining the proposed terms for new markets tax credit ("NMTC") investment financing for the above-referenced project. As used in this term sheet, MMF Allocatee and PNC Allocatee are sometimes collectively referred to as the Allocatee’s. As used in this term sheet MMF Subsidiary CDE (as defined below) and PNC Subsidiary CDE are sometimes collectively referred to as the “subsidiary CDEs”) and the term CDEs are used interchangeably with allocatees. The terms outlined below are presented subject to all requirements of each CDE's Allocation Agreement with the Community Development Financial Institutions Fund ("CDFI Fund") and federal laws, regulations and administrative requirements related to NMTCs under Section 45D of the Internal Revenue Code of 1986, as amended (collectively, the "NMTC Requirements").

This term sheet does not constitute a binding commitment on the part of (a) PNCNMIP or the CDEs to provide financing; or (b) the Borrower to incur any obligation (except with regard to the PNCNMIP Deposit), in connection with the transactions contemplated by this term sheet. No such rights or obligations shall arise until definitive agreements, satisfactory to all of the parties, are fully-executed, until which time any party may determine whether or not to proceed with this transaction in its sole discretion without penalty. Notwithstanding the foregoing, the parties have agreed to the terms and conditions described next to the headings "Termination Date" and "Deposit" below.

The basic terms of the transaction would be as follows:

Project: New construction of the first phase of a new campus for Whirlpool Corporation in downtown Benton Harbor, MI. The Project consists of an approximately 94,000sq. ft. building and supportive surface parking.

The Project is located at 660 Main Street in census tract 26021000400, which is a Low Income Community ("LIC") as defined under the NMTC regulations, and qualifies under the NMTC program as a "targeted distressed" area.

All of the revenues from the Project will be derived from non-residential leases. The Premises will be owned for federal tax purposes by Borrower.

Borrower: A to-be-determined special purpose entity. The QALICB will be managed by Whirlpool Corporation or a Whirlpool affiliate.

The QALICB must be a regarded entity for tax purposes.

Tenant: Whirlpool Corporation

Investor: PNC New Markets Investment Partners, LLC, or a similar entity to be determined at the sole discretion of PNC ("Investor").

Leverage Lender: Whirlpool Corporation

Guarantor: Whirlpool Corporation

Guarantees: Borrower and Guarantor are expected to provide guarantees to PNCNMIP and the CDEs for the following:

- Customary New Markets Tax Credit guarantees to the Investor for disallowance, loss or recapture of credits (including credits foregone during the compliance period) in connection with a loan default by the Borrower and/or loss of QALICB status or otherwise resulting from the Borrower's action or inaction;
- Environmental indemnification;
- Construction completion and cost overrun guarantees;
- QLICI repayment;

- Guaranty of payment of the Put Option; and
- such other guarantees as may be negotiated among Investor, CDE and Borrower.

NMTC Allocation:

In order to complete the project financing as currently contemplated the transaction will require $27,000,000 in NMTC sub-allocation from:

Michigan Magnet Fund ("MMF Allocatee") via a certified affiliate sub-allocatee, MMF DD CDE, LLC ("MMFDDCDE") whose managing member will be MMF for $19 million

PNC Community Partners, Inc. (PNC Allocatee) via a certified affiliate suballocatee ("PNC SubCDE") whose managing member shall be PNC Community Partners, Inc. for $8 million. .

Investment Fund Structure:

The CDEs will provide the Project Financing described below.

To capitalize the Project Financing, the Investor shall form a wholly-owned single-purpose limited liability company affiliate of the Investor ("Fund"). The Fund shall be capitalized at closing as follows ("Fund Capitalization"):

(i) Investor shall make an equity investment, estimated at $7,792,000; and

(ii) Leverage Lender shall make a loan to the Fund, estimated at $19,207,800 (the "Leverage Loan")

Tax Credits:

The Fund will be assigned 100% of all NMTCs generated by the transaction Project Financing

Leveraged Loan Terms:

Amount: $$19,207,800

Term: At least 84 months, but no more than 30 years from Closing, subject to approval of tax counsel.

Interest Rate: To be determined by Leveraged Lender based on its ultimate financing sources and required debt service obligations, but must not exceed a rate that will ultimately allow the CDEs to comply with the "flexible products test" within their Allocation Agreement.

Payments: Interest only for at least 84 months, an amortization schedule and/or balloon payment(s) may occur only after the minimum 84-month interest only period.

Note: The leverage loans will be non-recourse to the Fund and its affiliates and secured solely by a pledge of the Fund's interest in the CDE and subject to full forbearance during the seven year NMTC compliance period.

IN ADDITION, THE FUND'S OBLIGATIONS UNDER THE LEVERAGE LOAN ARE SUBORDINATED TO ANY NMTC RECAPTURE OBLIGATIONS OF THE BORROWER/QALICB.

Use of Fund Capitalization:

Fund Capitalization will in turn be used as follows at closing: Fund will make a Qualified Equity Investments ("QEI") of $27,000,000 into the CDEs. The QEI will provide the Fund with a 99.99% investor membership interest in each CDE. The MMF DD CDE, LLC is referred to herein as "MMF Lender" and the PNC Community Partners, Inc sub CDE is referred to as "PNC Lender" and the 2 together will be referred to as the Lenders in their capacity as lenders to the Borrower.

Use of QEI Proceeds:

The QEIs will be used by the Lenders to (i) make two (2) construction-permanent mortgage loans totaling $26,325,000 (the "Loans") to the QALICB, at which point such funds will be considered Qualified Low Income Community Investments ("QLICIs"); and (ii) to pay a combined CDE Asset Management Fee of $675,000 to CDE Managers (MMF Fee = $475,000 and PNC Community Partners = $200,000).

PNCNMIP legal counsel will review all of the documentation for compliance with NMTC requirements and an overall tax opinion provided by PNCNMIP legal counsel will be required.

The Loans must be deemed to be QLICIs, as defined by NMTC Requirements, and must contain flexible, non-traditional, or non-conforming terms as set forth in each Allocatee's Allocation Agreement and certified by the Investor or Leverage Lender in the manner provided in the LLC Agreement. See Exhibit A attached hereto for a structure diagram. The preliminary QLICI Loan terms are as follows:

MMF DD CDE, LLC QLICI Tranch A	$13,516,600
MMF DD CDE, LLC QLICI Tranch B	$ 5,008,400
PNC Sub CDE QLICI Tranch A	$ 5,691,200
PNC Sub CDE QLICI Tranch B	$ 2,108,800

Term: not less than 7 years with actual term to be finally determined by tax counsel and transaction accountant.

Interest Rate: A fixed interest rate (based on the Leveraged Loan Interest Rate fixed for the term of the loans) shall be structured to provide sufficient funds to the Fund to service the Leverage Loans and to pay expenses at both the CDE and Investment Fund levels. All QLICI's must carry an interest rate of at least 1.0% fixed, or such lesser rate subject to the approval of Investor counsel for the length of the NMTC compliance period and payable at least annually.

Payments: Interest only for 7 years, any amortization to be determined by tax counsel and the project's transaction accountant. Interest payable at least annually.

Prepayment: The Loans shall be closed to prepayment by the QALICB throughout the 7-year NMTC compliance period. Payments due after the end of the 7-year NMTC compliance period will be determined in accordance with the Project financial projections approved by Lender and Borrower and the advice of tax counsel.

The Investor and Leverage Lender must make their capital contribution and Leverage Loan, respectively, to the Fund and the Fund is expected to make the corresponding QEIs to each CDE on the same day, but no later than the Termination Date.

The CDEs will, on the same day as said funding of the QEI, pay the CDEs any Asset Management Fees due to the CDEs and contribute the remaining funds from the QEI as QLICIs into a PNC Bank controlled disbursement account owned by the QALICB ("Construction Disbursement Account"). There will be a closing draw (disbursed via a settlement agent) to pay pre-approved closing expenses as needed.

PNCNMIP must approve any contingencies that may be included in the final documentation to allow for construction beyond one year from the initial funding.

Upon approval of each construction draw request, Lender via Disbursing Agent will release approved proceeds from Construction Disbursement Account.

Construction draw requests shall be limited to one (1) per month.

CDE Operating Agreement: Each SubCDE Manager and Investment Fund shall enter into a CDE Operating Agreement for each SubCDE. Key terms of the agreement will include:

CDE Disbursing gent: Subject to standard "control" provisions under the NMTC program, PNC Bank, N.A. will review and approve all construction draws and with prior approval from CDE as applicable.

QLICI Loan Servicing: It is intended that the PNC shall service the QLICI loans for the CDE . Any change in QLICI loan servicing shall be subject to the approval of the Investment Fund.

CDE Indemnification: The CDEs shall indemnify Investor for NMTC recapture (limited to the aggregate CDE's Fees from this transaction) for disallowance, loss or recapture of credits (including credits foregone during the compliance period) in connection with loss of CDE status by either the Allocatee or the subsidiary CDE.

SubCDE Manager Removal Rights: It is the intent of the parties to incorporate language into the CDE Operating Agreement, which will outline certain scenarios under which the Fund may remove the CDE Manager for cause as a partner in the SubCDE. This language shall be negotiated and mutually agreed upon by the CDE Managers and the Fund during the drafting of the transaction documents.

CDE Reinvestment Protocol In any and all instances that the SubCDE's aggregate outstanding QLICI's (as defined in Section 45D of the IRC) are an amount that is less than the CDE's "Substantially All" requirement, as prescribed and defined in its Allocation Agreement ("Reinvestment Need"), the CDE Manager shall cause the CDE to reinvest proceeds in a Replacement QLICI or Replacement QLICIs in a cumulative amount necessary to ensure compliance with the CDE's Substantially All requirement. Replacement QLICIs may be proposed by both the CDE Manager and the Fund, but must always be approved by the CDE Manager. *Fund shall NOT be required to obtain Leveraged Lender's consent in order to approve or decline any proposed Replacement QLICIs.*

Prior to the CDE making a Replacement QLICI, the CDE Manager must present in writing any and all proposed Replacement QLICIs to the Fund, who will then have the right for a period of fifteen (15) days after presentment by the CDE Manager, to veto any and all proposed Replacement QLICI's. Vetoes shall not be unreasonably exercised as long as the terms and conditions of any proposed QLICI are comparable to the terms of the actual QLICI for the Project described in this term sheet.

The CDE Manager shall be permitted to enter into a proposed QLICI vetoed by the Fund if the failure to do so would result in recapture of the NMTCs.

In the event that the CDE Manager does not actually enter into Replacement QLICI or QLICIs and fund such QLICI or QLICIs in a cumulative amount equal to at least 85% of the CDE's QEI within a time period to be agreed upon (not in excess of nine (9) months) from the date on which a Reinvestment Need arises, and provided that the Fund shall have proposed one or more QLICIs that meet the requirements of the CDE Manager's Allocation Agreement which the CDE Manager shall have disapproved, the CDE Manager will be subject to removal at the election of the Fund. The CDE Manager and Fund shall use good faith efforts to identify and agree upon Replacement QLICIs that have terms and conditions comparable to the terms of the actual QLICI for the Project described in this term sheet. Any Replacement QLICI must be funded by the CDE within twelve (12) months of the date that the need to reinvest occurs.

Other Sources of Project Financing: Borrower shall contribute equity funds towards the Project in an amount equal to at least 5% of the project costs.

General Loan Terms: The Loan shall be in accordance with the terms and conditions of a credit agreement to be entered into by and between Lenders and Borrower.

Security: As collateral for the QLICI Loans, the Lenders will receive a first and second mortgage lien and assignment of rents/leases, security interest on the property that makes up the Project, and a pledge of the QALICB's Construction Disbursement Account and Project Operating Account, and assignment of contracts and agreements. The CDE Lenders and Borrower shall enter into an intercreditor agreement which shall among other terms include pari passu priority among the CDE Lenders. ..

Covenants: Standards related to NMTC Requirements and each Allocatee's program guidelines will govern the leasing of the Project and the CDE and the Investor will have the opportunity to review Borrower's leasing activities and monitor its adherence to those standards. All Project leases will contain use restrictions based on NMTC Requirements and Allocatee's program guidelines and any violation of those restrictions shall be grounds for lease termination. The CDE and the Investor shall reserve the right to pre-approve all leases.

The following use restriction will be incorporated in all Project leases: "In no event shall Tenant's use of the Premises consist of any of the following prohibited activities or businesses: operation of any private or commercial golf course; country club; massage parlor; hot tub facility; suntan facility; race track or other facility used for gambling; any store the principal business of which is the sale of alcoholic beverages for consumption off premises; the rental to others in the Premises of residential property (defined in Section 168(e)(2)(A) of the Code as any building or structure where eighty percent (80%) or more of the gross rental income is derived from dwelling units); or any business that has as its primary activity either farming or the development or holding of intangibles for sale or license (within the meaning of Section 45D(d)(5)(iii) of the Code). Tenant's use of the Premises in any manner that violates the foregoing Use Restrictions shall constitute a material default or event of default by Tenant under this Lease giving rise to a right of Lease termination by Landlord."

Accounts: A Project operating account in which the Borrower will deposit revenues and from which Project expenses will be paid shall be maintained at PNC Bank. The Project operating account will be separate from the Construction Disbursement Account. These accounts as well as any other required escrow or reserve accounts shall also be maintained at PNC Bank.

Insurance: Borrower shall maintain insurance coverage~~s~~ at all times during the development and operation of the Project in accordance with Lender's and Investor's insurance requirements.

Environmental: A Phase I environmental report of the Project will be required and performed by an environmental consultant approved by the Lender at the Borrower's expense. The results of the reports must be satisfactory to the Lender in all respects. Investor and/or CDE may require a Phase II environmental report.

General Contractor: The contractor must be acceptable to Lender in all respects. The contract shall be a standard AIA guaranteed maximum price contract. All disbursements for the major construction components, i.e., plumbing, HVAC, masonry and electric, shall be subject to a ten percent (10%) withholding until the project achieves 50% completion, at which point the withholding will reduce to five percent (5%). The remaining withholding will be released only upon completion of the Project.

If bonding is being provided or required by the CDE, prior to any construction funding the bonds shall be issued by companies and in amounts and in form and content satisfactory to the CDE.

Consulting Engineer: Loan closing will be predicated upon an acceptable review of the plans, specifications, and budget, with the final conclusion that the budget is sufficient to complete the Project. Transaction documents shall detail the procedures under which draws will be approved from the Construction Disbursement Account. PNC Bank, on behalf of the CDE shall engage an independent consultant who will review and approve the budget and perform construction inspection reports with each construction draw. No draw will be approved without the consulting engineer's approval. Expenses associated with such inspections will be the responsibility of Borrower.

Put and Call Options: After the end of the 7-year NMTC compliance period on the Loan, the Fund may have its interest in the CDEs redeemed in exchange for an assignment of the remaining QLICI Loans. The Investor shall also have the right to put its interest in the Fund to the Borrower, or its assignee, for a price equal to the Investor Put Option Payment equal to $1,000.

Tax Credits: The Fund will be assigned 100% of all NMTCs generated by the transaction.

Closing Conditions: In addition to the conditions set forth elsewhere in this term sheet, customary closing conditions for transactions of this nature will apply. The Loan is further subject to receipt and approval of the following:

1. Satisfactory review of the financial statements of the Guarantor/Sponsor.
2. Evidence of necessary allocation to complete the Project financing with Allocatee.
3. Final NMTC financial projections.
4. Tax opinion(s) from Investor tax counsel in form and substance acceptable to Investor.
5. A CDE-level tax and enforceability opinion satisfactory to Investor and Investor's counsel.
6. Final detailed Project budget (e.g., showing "sources" and "uses" of funds), projected construction draw schedule, and QALICB operating pro forma with respect to the QEI and QLICIs described herein which provides evidence satisfactory to support operations throughout the 7 year NMTC compliance period.
7. Certain standard construction and real estate lending representations and warranties provided by Borrower.
8. Certain standard representations and warranties provided by Borrower relative to the Borrowers qualification as a QALICB and compliance with the NMTC regulations.
9. Satisfactory review of the Leveraged Lender's, QALICB's and Guarantor's articles of incorporation, by-laws and any other relevant governance documents.
10. Evidence that the entire Project is located at the address listed herein as well as evidence that said address is part of the "Higher Distressed" census tract listed herein.
11. Preliminary review of final plans and specs for the project by inspecting engineer.
12. A guaranteed maximum price contract, executed subcontracts, and evidence of necessary bonding (if applicable) assignable to CDE, with an acceptable contractor.
13. A copy of the executed architect's contract between Borrower and Architect.
14. An ALTA lender's policy of title insurance obtained solely for CDE's benefit and from a title insurance company acceptable to the CDE.
15. A policy of Builder's Risk Insurance in an amount at least equal to the amount of the Loans, together with proof that the premium has been paid, with the CDE being named as first mortgagee.
16. A policy of hazard insurance coverage in an amount at least equal to the amount of the Loans, together with proof that the premium has been paid, with the CDE being named as first mortgagee.
17. If it is determined the property is located in a federally identified flood hazard zone and CDE determines flood insurance is required, Borrower will provide flood insurance coverage in a minimum amount not less than the loan amount.

18. A 3rd party appraisal subject to review and acceptance by the CDE. The property must be appraised at a value acceptable to the CDE. Neither the Allocatee nor PNC Bank will assume any responsibility to Borrower for its accuracy in estimating market value.
19. Phase I environmental survey
20. A survey of the property certified by a qualified, licensed surveyor acceptable to CDE, showing among other things, the legal description, the courses and distances of all boundary lines and easements, total area of property, location and nature of improvements, the location and dimension of completed buildings and improvements, the location of all servitudes and any other features affecting title.
21. All lease agreements and management agreements, associated with the Whirlpool Corporation lease, satisfactory in all respects to the CDE's and Investor's counsel.
22. Evidence of the Borrower's opening of both (a) Project Operating Account; and (b) Construction Disbursement Account at PNC Bank.
23. All other matters reasonably deemed necessary by Investor and/or CDE. Additionally, after the closing, Borrower agrees to execute, acknowledge and deliver to CDE such documents and to perform such further acts as may be deemed by Investor and/or CDE to be necessary to assure the transactions herein and CDE's security and interest in the property.

Legal Documents: All executed legal documents for this transaction will be provided to all parties in electronic file format (scanned individual PDF files) and, upon request, in hard copy format. All parties will so instruct their respective counsel as required, prior to closing of this transaction.

Termination Date: If this Term Sheet is executed and returned to PNCNMIP with the PNCNMIP Deposit by the date prescribed herein, this term sheet will remain valid (unless extended in writing) until **December 31, 2010 (the "Termination Date").** If the QEI is not made by the Termination Date, as evidenced by signing of documents, funding of the Investment, and the initial Project-level draw, then this term sheet is no longer valid. No written notice is required to effect such termination.

Deposit: Together with this signed term sheet, Borrower shall submit a deposit in the amount of $25,000 (the "PNCNMIP Deposit") payable to PNCNMIP. At the time the QEI is funded, the PNCNMIP Deposit will be credited toward PNCNMIP's closing expenses as needed. The parties agree to negotiate the transaction in good faith. However, in the event that this transaction fails to close, as evidenced by the signing of final documents, funding of the QLICI, and the closing draw by the Termination Date, then the PNCNMIP Deposit shall be applied to PNCNMIP's Closing Expenses.

In the event the transaction fails to close by the Termination Date and the actual of PNCNMIP's Closing Expenses exceed the PNCNMIP Deposit, the Borrower and Guarantor shall be obligated to reimburse PNCNMIP for any such additional Closing Expenses that PNCNMIP may have incurred. In the event the actual closing expenses are less than the PNCNMIP Deposit, PNCNMIP shall reimburse the difference to the Borrower.

Whirlpool has made a $10,000 payment under the Reservation Letter with MMF

CDE Organizational and Structuring Fees: None

CDE Asset Management Fee: MMF = $475,000 , paid at closing to CDE Manager

PNC Community Partners = $200,000 paid to CDE Closing Manager

CDE NMTC Compliance Fee:	MMF = $114,000 (0.6%) / year plus $13,000/year for CDE tax application and audit PNC Community Partners, Inc. = $25,000 paid to CDE Closing Manager
QLICI Loan Servicing Fee:	To be determined
CDE Exit Fees:	Neither CDE has an exit fee
MMF Economic Development Fund Donation	As detailed in MMF's Reservation Letter under section 3E
Closing Expenses:	The Borrower and Guarantor will be responsible for paying all direct third-party expenses incurred by Investor, Fund, Allocatee, and CDE for this investment, including without limitation third-party expenses associated with the cost of establishing the Fund and the CDE, the legal costs incurred for preparation, review and negotiation of the Fund and CDE operating agreements, consulting fees, and other closing and transaction related documents, the evaluation and documentation of the transaction between the CDE and Borrower, and all other Lender's costs incurred as contemplated herein. Any closing expenses not covered by any of the Deposits will be paid out of the closing draw. Upon reasonable request, the Borrower will be provided with an estimate of professional fees and expenses to be charged as well as an explanation of any costs and expenses in excess of estimates. Borrower and Guarantor shall be responsible for the Closing Expenses regardless of whether or not the transaction closes.
Ongoing Expenses:	The Borrower shall pay to the CDEs any state or local taxes or other charges, including income, withholding or gross receipts tax, imposed on the CDEs as an entity as a result of the QLICI, excluding any state or local taxes that when paid by the CDE are allowed as a credit against amounts otherwise due by CDE's members or are otherwise to be paid by CDE's members, the Investor or an affiliate, including but not limited to as a result of the filing of a consolidated or unified tax return with the Investor or an affiliate. All expenses associated with Annual Audit and the Tax Filing of the CDE will be paid for by the QALICB.
Extraordinary Expenses:	The QALICB or Guarantor shall pay to the CDE and Investor as applicable, the Extraordinary Expenses. As used herein, "Extraordinary Expenses" shall include: (i) all expenses incurred by the CDE to satisfy its indemnification obligations under this Agreement; (i) all costs and expenses incurred by CDE and/or Investor as applicable in connection with or arising out of the protection, foreclosure, workout, enforcement, collection or similar proceeding, including without limitation, attorneys' fees; (ii) all costs and expenses incurred by CDE and/or Investor as applicable in connection with, or arising out of, the sale, disposition, liquidation or other realization, including, without limitation, the taking, retaking or holding, with or without proceedings (judicial or otherwise), of the Collateral for the QLICI Loans, including, without limitation, attorneys' fees and (iii) all expenses incurred in connection with Extraordinary Claims. As used herein "Extraordinary Claim" shall mean any claim or counterclaim brought, or any affirmative defense asserted, by any Person against the CDE, the Investor Member, any affiliate of the Investor Member, or the Allocatee. The parties acknowledge and agree that Extraordinary Claims shall, in connection with the business of the CDE, include without limitation any: (i) claims or counterclaims brought, and any affirmative defenses asserted, by any Person alleging "lender liability" or similar claims against the CDE, the Investor Member, any affiliate of the Investor member, or the Allocatee; or (ii) alleging that the CDE, the Investor Member, any affiliate of the Investor Member or the Allocatee is liable to such person in tort or for breach of a statutory or common law duty.

CDE Reporting Requirements:

CDE will be responsible for collecting the reports and information to be provided by the Borrower, and furnishing the same to the Fund.

- Evidence of (i) registration of QEI on CDFI Fund's Automated Tracking System (ATS); and (ii) filing with the IRS of form 8874A ("Investor Notification Package") within 10 days of any QEI.
- Periodic (with the frequency of QLICI loan payments) certification of and schedules supporting the cash distributions and receipt activity from the cash accounts for the prior period.
- Annual audited financial statements and tax returns within 165 days from fiscal year end;
- Copies of all required CDE reports to the CDFI Fund as prescribed in the CDE's Allocation Agreement at least thirty (30) days subsequent to any reporting due date;
- Semi-annual "Redemption Tests" evidencing the sufficiency of the CDE's Operating Income relative to Fund distributions (provided that more frequent tests, up to quarterly, may be required if circumstances change such that the CDE's cash receipts and/or distributions are expected to vary from the financial projections).
- Copies of all construction draw and resulting decision documentation within 5 days of each advance or declination of advance as applicable.
- Annual representations and warrants that CDE is in compliance with NMTC requirements per section 45D of the Internal Revenue Code (IRC) and its allocation agreement, including but not limited to copies of Advisory Board (or Governing Board if applicable) minutes, and copies of necessary Substantially-All Tests.

QALICB Reporting Requirements:

PNCNMIP and CDE will identify the ongoing reporting obligations of Borrower that must be satisfied so that the CDE may fulfill the reporting requirements of its Allocation Agreement and NMTC regulations applicable to the allocation of NMTC investment authority to the Project. Borrower will be required to satisfy these reporting requirements throughout the investment term and such requirements will be incorporated in the Loan documents. Borrower's reporting requirements will include, at a minimum:

- Within 15 days of filing, Borrower will deliver to Investor tax returns for the prior year.
- Within 150 days after the end of each fiscal year, Borrower will deliver to Lender Compiled financial statements for the prior year.
- Within 30 days after the end of each fiscal year, Borrower shall provide all information and documentation requested by the CDE for NMTC reporting purposes, including, without limitation, annual QALICB compliance certifications and associated supporting documentation, as well as information that either CDE is required to report annually through the CDFI Fund's Community Investment Impact System (CIIS).

Guarantor Reporting Requirements:

Within 120 days after the end of each fiscal year, Guarantor will deliver to Investor audited financial statements for the prior year.

Signage:

Borrower agrees to name PNC Financial Services Group or its designee and MMF for any of their designated subsidiaries or affiliates) as sources of financing on a construction sign erected on the property and in all press releases and announcements.

Information: The Borrower will provide the CDE with any information about the Project tenants, or ownership entities that may be required to comply with NMTC Requirements and to measure the community, fiscal, and economic impact of the investment.

Legal Counsel: PNC Community Partners, Inc. – Nixon Peabody

MMF – Lewis Munday

Whirlpool – Warner Norcross

Qualification for New Markets Tax Credits: The transaction described herein is predicated upon the Loan from the CDE to the Borrower qualifying as and remaining a QLICI as defined under the NMTC Requirements. Investor and CDE will provide copies of its standard NMTC covenants and certifications which will be required to be made by the Borrower to the CDE at closing and periodically throughout the investment term. These covenants and certifications will be incorporated in the Loan documents, and with prior written notice to the QALICB from Investor or CDE, may be changed or amended in the event of newly revised regulations or to the extent reasonably required by Investor's or CDE's legal counsel.

Except as set forth above in the sections labeled "NMTC Reservation" and "Deposit" this term sheet does not create any legal rights or legal obligations among the parties and no such right or obligation shall arise until definitive documents, satisfactory to all of the parties, are fully executed.

By signing where indicated below, each of the parties has indicated its acceptance of the terms outlined in this term sheet for the subject transaction. Sponsor will indicate its acceptance of the terms above by signing and returning an original copy of this letter, together with the Deposit, to PNCNMIP by November 19, 2010.

Agreed and Accepted:

BORROWER:
TBD Affiliate of Whirlpool Corporation

By: ______________________ Date:______________________
Title:

GUARANTOR: Whirlpool Corporation

By: ______________________ Date:______________________
Title:

LEVERAGED LENDER: Whirlpool Corporation

By: ______________________ Date:______________________
Title:

ALLOCATEE: PNC Community Partners, Inc

By: ______________________ Date:______________________

ALLOCATEE: Michigan Magnet Fund

By: ______________________ Date:______________________
Title

INVESTOR: PNC New Markets Investment Partners, LLC

By:______________________ Date:______________________
Title