



**PONTIAC CITY COUNCIL  
STUDY SESSION**

**July 20, 2017**

**6:00 P.M.**

**198<sup>th</sup> Session of the 9<sup>th</sup> Council**

*It is this Council's mission "To serve the citizens of Pontiac by committing to help provide an enhanced quality of life for its residents, fostering the vision of a family-friendly community that is a great place to live, work and play."*

Call to order

Roll Call

Authorization to excuse councilmembers

Amendments to and Approve the Agenda

Approval of the minutes

1. July 13, 2017

Special Presentation

2. Kelley Williams, Superintendent Pontiac School District
3. Thomas Kimble Oakland University

Public Comment

**Agenda Items for Consideration.**

4. Request to schedule public hearing on waiving the bid procedure for Parcel # 14-30-478-054, 14-30-478-021, 14-30-478-037, 14-30-478-038 and 14-30-478-022.
5. Request to schedule a public hearing to approve the sale of Parcel ## 14-30-478-054, 14-30-478-021, 14-30-478-037, 14-30-478-038 and 14-30-478-022.
6. Resolution for Local Registrar for the City of Pontiac.
7. City of Pontiac Youth Recreation Report-Informational item.

Adjournment

July 13, 2017

**Official Proceedings  
Pontiac City Council  
197<sup>th</sup> Session of the Ninth Council**

A Regular Meeting of the City Council of Pontiac, Michigan was called to order in City Hall, Thursday, July 6, 2017 at 6:03 p.m. by President Patrice Waterman.

Call to Order at 6:03 p.m.

Roll Call

Members Present: Carter, Pietila, Taylor-Burks, Waterman and Woodward.

Members Absent: Holland and Williams.

Mayor Waterman was present.

Clerk announced a quorum.

17-229        **Excuse Councilperson Mark Holland Kermit Williams for personal reasons.**  
Moved by Councilperson Pietila and supported by Councilperson Woodward.

Ayes: Carter, Pietila, Taylor-Burks, Waterman and Woodward.

No: None

**Motion Carried.**

17-230        **Approval of the agenda.** Moved by Councilperson Pietila and supported by  
Councilperson Carter.

Ayes: Pietila, Taylor-Burks, Waterman, Woodward and Carter.

No: None

**Motion Carried.**

17-231        **Journal of July 6, 2017.** Moved by Councilperson Pietila and supported by  
Councilperson Woodward.

Ayes: Taylor-Burks, Waterman, Woodward, Carter and Pietila.

No: None

**Motion Carried.**

17-232        **Resolution for Judge Christopher Brown.** Moved by Councilperson Pietila and  
supported by Councilperson Taylor-Burks.

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of unparalleled and exemplary character and whose lives have had a profound impact of elevating, and inspiring the community; and,

**WHEREAS,** Judge Christopher C. Brown was born in Pontiac, Michigan and has continued to reside in Pontiac his entire life; and,

**WHEREAS,** Judge Christopher C. Brown attended Pontiac Public schools, Bagley Elementary, Washington Jr. High and graduated from Pontiac Senior High School in 1956; and,

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**WHEREAS**, Judge Christopher C. Brown obtained a Bachelor of Arts Degree in 1962 from Wayne State University and a Juris Doctorate from Detroit College of Law in 1966; and,

**WHEREAS**, Judge Christopher C. Brown began his legal career as an associate with Attorney Leon Hubbard from 1966-1968; and,

**WHEREAS**, Judge Christopher C. Brown was a founding partner along with his childhood friend, Attorney Elbert L. Hatchett of the prestigious Law Firm of Hatchett, Brown, Waterman and Campbell in 1968; and,

**WHEREAS**, Judge Christopher C. Brown was elected Trustee of the Pontiac Board of Education from 1968 to 1972, and a member of the Board of Directors of the Pontiac Area Urban League and the Oakland County Legal Aid Society; and,

**WHEREAS**, Judge Christopher C. Brown was elected and sworn in as Judge of the 50<sup>th</sup> District Court in Pontiac, Michigan and was the first African-American judge elected to the bench in Oakland County; and,

**WHEREAS**, for 16 years, Judge Christopher C. Brown was the only minority judge in Oakland County; and,

**WHEREAS**, Judge Christopher C. Brown was re-elected to his 6<sup>th</sup> consecutive 6 year term as judge of the 50<sup>th</sup> District Court in November 2002. He later retired from the bench in February 2004 after serving 31 years; and,

**WHEREAS**, Judge Christopher C. Brown has been a mentor to virtually all minority lawyers who have practiced law in the Pontiac Community; and,

**WHEREAS**, Judge Christopher C. Brown has received numerous awards, however, he is especially proud of having been inducted into the National Bar Association's Hall of Fame in August 2006, having received the D. Augustus Straker Bar Association's 1<sup>st</sup> Annual Trailblazer's Award on June 24, 1993, the NBA Judicial Council's Raymond Pace Alexander Award on July 30, 2014 and the Legends of Pontiac Kappa's Award on February 27, 2010; and,

**WHEREAS**, Judge Christopher C. Brown married his late wife, Lillian Jean. They have two (2) children, Alesa Bailey and Tice Brown and six grandchildren; and,

**WHEREAS**, Judge Christopher C. Brown is a member of the NAACP, Prince Hall Masons and Kappa Alpha Psi Fraternity; and,

**THEREFORE BE IT RESOLVED**, that the members of the Pontiac City Council graciously and humbly recognize Judge Christopher C. Brown, one of its own, an outstanding Judge whose professional, civil and social contributions of leadership, selflessness and commitment to strengthening the community are monumental.

**NOW, THEREFORE BE IT RESOLVED**, that Pontiac City Council and members of this great community, honor and salute the personal accomplishments and achievements of Judge Christopher C. Brown. You are truly an inspiration.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-233      **Resolution for Elbert Hatchett.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS**, It is the sense of this legislative body to pay proper tribute to individuals of exemplary character and whose lives have been dedicated to uplifting, empowering and fighting social injustices and inequality in the community; and,

**WHEREAS**, Elbert L. Hatchett was born in Pontiac, Michigan on July 24, 1936; and,

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**WHEREAS,** Elbert L. Hatchett attended Pontiac Public Schools, graduated from both Central State University in Wilburforce, Ohio and the University of Michigan prior to attending Florida A & M University; he graduated from Law School in 1966 with honors; and,

**WHEREAS,** while in Florida, Elbert L. Hatchett married the former, Laurestine Walton of Tallahassee, Florida. The couple has three (3) children, two (2) grandchildren and one great-grandchild; and,

**WHEREAS,** Elbert L. Hatchett returned home, served as an Associate Professor at the University of Detroit-College of Law for two and a half (2 ½) years, started a law practice in Pontiac, Michigan and was a founding partner with Judge Christopher C. Brown of the Law Firm, Hatchett, Brown, Waterman and Campbell. The firm is currently operating under the name of Hatchett, DeWalt & Hatchett; and,

**WHEREAS,** Elbert L. Hatchett has gained notoriety for many of his cases, one such case, his successful suit against the Pontiac School District in 1971, which was based on a claim of defacto segregation while serving as lead counsel of the Law Firm of Hatchett, Brown, Waterman & Campbell. The case went all the way to the United States Supreme Court and established the first northern precedent for busing as a remedy to segregate school systems; and,

**WHEREAS,** other noteworthy cases of Elbert L. Hatchett include, the anti-trust case against the National Football League (NFL) in New York and the criminal defense case involving three black men charged with assault of a police officer in Tunica, Mississippi; and,

**WHEREAS,** Elbert L. Hatchett is recognized as one of the nation's leading trial lawyers in both criminal and civil cases; and has represented clients in twenty-three states; and,

**WHEREAS,** Elbert L. Hatchett's firm has been multi-racial and multi-ethnic and has been responsible for providing employment and initial training to more African-American practitioners over the last forty-five years than any other law firm in the State; and,

**WHEREAS,** Elbert L. Hatchett has received a host of awards. The awards he is most proud of include, the Detroit Human Rights Committee for Outstanding Contributions to the Pursuit of Human Rights, the Community Service Award for the National Association of Black Business and Professional Women, the Distinguished Alumni Award from Florida A & M University and the Trailblazer Award from the D. Augustus Straker Bar Association; and,

**THEREFORE BE IT RESOLVED,** that the members of the Pontiac City Council graciously and humbly recognize Elbert L. Hatchett, one of its own, a great lawyer, philanthropist and humanitarian.

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Elbert L. Hatchett, You are a truly a class act.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-234      **Resolution for Judge Cynthia Thomas Walker.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to creating a legacy of success, inspiration and empowerment; and,

**WHEREAS,** Judge Cynthia Thomas Walker is a 1982 graduate of Valparaiso University Law School; and,

**WHEREAS,** as a multi-talented attorney dedicated to the legal profession and the practice of law, Judge Cynthia Thomas Walker for 20 years prior to serving as a judge, held a variety of civil, criminal and administrative positions; and,

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**WHEREAS,** Judge Cynthia Thomas Walker also worked as Court Administrator for the 50<sup>th</sup> District Court, as City Attorney for Pontiac and as a staff attorney for UAW Legal Services and Legal Services of Eastern Michigan; and,

**WHEREAS,** Judge Cynthia Thomas Walker has served on the 50<sup>th</sup> District Court bench since 2003; and,

**WHEREAS,** Judge Cynthia Thomas Walker is highly respected and a trailblazer as she was the first African-American female to sit as a judge at the 50<sup>th</sup> District Court; and was appointed as Chief Judge in January 2010; and,

**WHEREAS,** Judge Cynthia Thomas Walker is affiliated and has been an active member of a number of organizations such as the Women Officials Network, Oakland County District Judges Association, Oakland County Bar Association and Kiwanis Club of Pontiac; and,

**WHEREAS,** Judge Cynthia Thomas Walker enjoys reaching out to young people introducing them to careers and positive experiences in the legal profession so they start out on the right side of the law; and,

**WHEREAS,** Judge Cynthia Thomas Walker is distinguished in her profession by her sincere dedication to young people, her exemplary contributions of leadership, selflessness and commitment to our community; and,

**NOW, THEREFORE BE IT RESOLVED,** that the Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Judge Cynthia Thomas Walker.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-235      **Resolution for Judge Leo Bowman.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS,** It is the sense of this legislative body to pay proper tribute to individuals of remarkable character and whose lives have been dedicated to crafting a legacy of vision, inspiration and empowerment; and,

**WHEREAS,** Judge Leo Bowman is a native of Pontiac, Michigan and has lived in Oakland County his entire life; and,

**WHEREAS** Judge Leo Bowman received his early education in the Pontiac Public School system, he graduated from Pontiac Central High School in 1972, received a Bachelor of Arts Degree from Oakland University in 1976 and a Juris Doctorate from the University of Detroit Law School in 1981; and,

**WHEREAS,** Judge Leo Bowman is married to Clara and they have three (3) sons; and,

**WHEREAS,** Judge Leo Bowman was elected to the 50th District Court in 1988, re-elected in 1994, 2000 and 2006 and he served as Chief Judge of the 50th District Court for eight years; and,

**WHEREAS,** Judge Leo Bowman was also appointed in 1998 and 2000 to sit at the Oakland County Circuit Court as a Drug Court, Judge; and,

**WHEREAS,** Judge Leo Bowman was selected by the Michigan Supreme Court to represent Michigan judges at a Pro Se Litigant conference in Scottsdale, Arizona in 2002; and,

**WHEREAS,** the Brooklyn Law School/National Center for State Courts designated Judge Leo Bowman to attend a science for Judges symposium at Brooklyn Law School, Brooklyn, New York in 2004; and

**WHEREAS,** Judge Leo Bowman was appointed by Governor Jennifer Granholm to the 6<sup>th</sup> Circuit Court in Oakland County on January 16, 2007; and,

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**WHEREAS,** Judge Leo Bowman is the first African-American male to serve as a permanent member of the Oakland County Circuit Court, retained in the 2008 election and re-elected in 2012; and,

**WHEREAS** Judge Leo Bowman spearheaded and initiated many programs including, a conflict/resolution program with Pontiac Central High School and a co-op program for Pontiac High School students; and,

**WHEREAS,** Judge Leo Bowman has also held court proceedings in a high school, junior high school and Oakland Community College; and,

**WHEREAS,** Judge Leo Bowman is affiliated and has maintained memberships with numerous organizations, some include; past board member of the NAACP and Urban League, the American Judges Association Board of Governors, the Michigan Bar Association, the American Bar Association and the National Bar Association, Association of Black Judges of Michigan (past President), the Michigan Judges Association in 2001 (past President), Co-Chairman of the Michigan Association of Leadership Development in 2002, and the Oakland County Bar Association Board of directors; and,

**WHEREAS,** Judge Leo Bowman has received a host of awards, Pontiac Urban League "*Ronald H. Brown Excellence in Leadership Award,*" and the Northern Oakland NAACP "*Community Treasurer's Award;* just to name a few; and,

**THEREFORE BE IT RESOLVED,** that the members of the Pontiac City Council graciously and humbly recognize Judge Leo Bowman, one of its own, a great Judge and trail blazer.

**NOW, THEREFORE BE IT RESOLVED,** that Pontiac City Council, and members of this great community, honor and salute the personal accomplishments and achievements of Judge Leo Bowman.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-236      **Resolution for Willie Rowls.** Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS,** It is the sense of this legislative body to pay proper tribute and honor those whose tenacity and entrepreneurial spirit are the driving forces behind their immeasurable dedication and service to the community; and,

**WHEREAS,** at an early age, Willie Rowls knew he wanted to become a barber as his older brother whom he admired was a barber; and,

**WHEREAS,** Willie Rowls graduated in 1960 from Weeden Barber College in Chicago; and,

**WHEREAS,** Willie Rowls barbered in Chicago until 1968 when he moved to Pontiac to work alongside his brother Oscar, at 607 Franklin Road, the present site of Jones Beauty Shop; and,

**WHEREAS,** Willie Rowls worked at Pontiac Motors for thirteen months, during that time, Willie Rowls continued working with his brother Oscar on a part-time basis, until he was laid off and then he returned to barbering full-time; and,

**WHEREAS,** Willie Rowls felt a strong desire and compelled to pursue his dream of having his own business, so in 1990 and after 20 years with his brother, Willie Rowls purchased a building and opened Willie's Barber and Beauty Shop which currently remains at the same location, 545 E. Pike Street; and,

**WHEREAS,** Willie Rowls has truly been an inspiration to others as China Bradley and Dion Johnson have been with Willie for 25 years and three other barbers who were encouraged by Willie Rowls, later became entrepreneurs and opened their own barber businesses; and,

**WHEREAS,** Willie Rowls has enjoyed servicing a diverse clientele ranging from local Pontiac residents, to Pistons and Lions players as well as many business professionals; and,

**WHEREAS,** Willie Rowls has two grandsons that have followed in his footsteps and become barbers, Daryl and Vartel; and,

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**WHEREAS**, Willie Rowls at the age of 76, still enjoys cutting hair, the camaraderie of his customers and plans to continue servicing the Pontiac community for years to come; and,  
**NOW, THEREFORE BE IT RESOLVED** that we the members of the Pontiac City Council on behalf of the citizens of Pontiac, recognize and salute Willie Rowls for his outstanding service and dedication to enriching the lives of families and individuals in our community.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-237           **Resolution for Ruth N. Mitchell “Mama Ruth”**. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS**, The Pontiac City Council celebrates the gift of life and those who have lived life abundantly and whose lives exemplify the highest ideals of humanity; and,

**WHEREAS**, Ms. Ruth N. Mitchell was born July 25, 1927 and is more affectionately known as, “Mama Ruth;” and

**WHEREAS**, Ms. Ruth N. Mitchell married at the age of 16 to an Army serviceman and has been a long time resident of Pontiac, Michigan since 1947; and,

**WHEREAS**, Ms. Ruth N. Mitchell passionate about education, went back to school in 1973 and earned her high school diploma; and,

**WHEREAS**, Ms. Ruth N. Mitchell stressed the importance of education to her children and in standing firm in her belief, financed six of her children’s college education, five are in the medical field and one is in business; and,

**WHEREAS**, Ms. Ruth N. Mitchell was a faithful and dedicated Michigan Bell employee; and,

**WHEREAS**, Ms. Ruth N, Mitchell became a widow in 1981; and,

**WHEREAS**, Ms. Ruth N. Mitchell has selflessly volunteered numerous hours at the North Oakland Medical Center; and,

**WHEREAS**, Ms. Ruth N. Mitchell enjoys line dancing and sewing; and,

**WHEREAS**, Ms. Ruth N. Mitchell belongs to the Bowens Center, the Golden Opportunity Club, International Travel Club, Red Hat Society and is a member of Macedonia Missionary Baptist Church; and,

**NOW, THEREFORE BE IT RESOLVED**, that Pontiac City Council and members of this great community, hereby acknowledge and honor, the life and legacy of an honorable woman, Ms. Ruth N. Mitchell, with great pride and dignity.

**BE IT FURTHER RESOLVED** that the Pontiac City Council recognizes and salutes Ruth N. Mitchell as she is honored with a celebration on Friday, July 21, 2017 for the blessing that she has been to her family and friends for the 90 years of life “Happy 90<sup>th</sup> Birthday Mama Ruth.”

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

17-238           **Resolution to showcase Judge Christopher C. Brown and Elbert L. Hatchett in City Hall**. Moved by Councilperson Pietila and supported by Councilperson Taylor-Burks.

**WHEREAS**, the City of Pontiac is proud to pay tribute to native sons, Judge Christopher C. Brown and Elbert L. Hatchett, men of impeccable character and whose lives have been dedicated to uplifting the community; and,

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**WHEREAS**, Judge C. Brown and Elbert L. Hatchett, childhood friends, both went to Pontiac Public Schools, ultimately found their way back home after attending law school, and for a period of time, became law partners and phenomenal lawyers.

**WHEREAS**, Judge C. Brown and Elbert L. Hatchett have played an intergral part in improving the quality of life for Pontiac residents and have given unselfishly to this community; and,

**WHEREAS**, the unwavering and invaluable contributions of Judge C. Brown and Elbert L. Hatchett deserve recognition and appreciation; and,

**NOW, THEREFORE, BE IT RESOLVED**, that the Members of Pontiac City Council and the Mayor, humbly and with great honor and respect, shall showcase both Judge Christopher C. Brown and Elbert L. Hatchett in Pontiac City Hall.

Ayes: Waterman, Woodward, Carter, Pietila and Taylor-Burks

No: None

**Resolution Passed.**

Councilman Kermit Williams arrived at 6:39 p.m.

Deputy Mayor Report or Departmental Head Report – Mayor Waterman

Recognition of Elected Officials – Commissioner David Bowman

17-239        **Request for approval of Settlement Agreement CPREA vs. City of Pontiac.** Moved by Councilperson Woodward and supported by Councilperson Pietila.

**WHEREAS**, the City of Pontiac has been litigating since 2013 with certain class of retirees covered under CPREA lawsuit;

**WHEREAS**, through continuous mediation between the City of Pontiac and CPREA the parties have come to a tentative agreement as shown on attached Exhibit A; and,

**WHEREAS**, the tentative agreement as presented, has to go through various levels of approval, the first of which is the approval granted by the Pontiac City Council; and

**WHEREAS**, through the settlement, the City avoids further litigation and a potential liability of tens of millions of dollars which could result in the City seeking relief under the U.S. Bankruptcy Code;

**NOW, THEREFORE, BE IT RESOLVED**, that the Pontiac City Council approves the settlement agreement between the City of Pontiac and CPREA as presented in the proposed settlement agreement dated June 28, 2017.

Ayes: Williams, Woodward, Pietila, and Taylor-Burks

No: Carter

Abstain: Waterman

**Resolution Passed.**

17-240        **Resolution for the purchase of Enterprise Content Management Software.** Moved by Councilperson Woodward and supported by Councilperson Taylor-Burks.

**WHEREAS**, the City of Pontiac has publically advertised and accepted bids for Enterprise Content Management Software, and;

**WHEREAS**, two proposals were received from General Code and Image Soft, and;

**WHEREAS**, after review of both proposals, the Engineering Division has decided on the General Code product, and;

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**WHEREAS**, the cost of the as-bid software over a 5-year period is \$128,370 with an initial cost of \$87,946.

**NOW, THEREFORE, BE IT RESOLVED**, the Pontiac City Council authorized the Mayor to sign the contract with General Code Enterprise Content Management Software with a 5-year cost of \$128,370.

Ayes: Woodward, Carter, Pietila, Taylor-Burks, Waterman and Williams

No: None

**Resolution Passed.**

There were 14 individuals who addressed the body during public comment.

Councilman Kermit Williams was excused at 7:37 p.m.

Honorable Mayor Deirdre Waterman Reported.

City Clerk Sherikia L. Hawkins, Councilman Don Woodward, Councilwoman Doris Tylor-Burks, Councilman Randy Carter, Pro-Tem Mary Pietila and President Patrice Waterman made closing comments. Attorney Travis Mihelick had no closing comments.

**President Patrice Waterman adjourned at 8:45 p.m.**

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SHERIKIA L. HAWKINS  
CITY CLERK



# CITY OF PONTIAC

## OFFICIAL MEMORANDUM

*Executive Branch*

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**TO:** Honorable Mayor, Council President and City Council Members

**FROM:** J. Travis Mihelick, City Attorney through  
Jane Bais-DiSessa, Deputy Mayor

**DATE:** July 18, 2017

**Subject:** Agreement for Purchase and Sale of Real Estate – RE: 500 W. Huron.

The City of Pontiac has received an offer to purchase the building at 500 West Huron and adjacent land for \$22,000 from US Healthcare MI. P.C., a Michigan professional corporation, led by Muhammad Shakeel Awaisi, M.D., FRCS. They are practicing physicians at Pontiac General Hospital and will be using this building for office space.

This agreement was presented to and recommended by, the Real Estate Committee. Attached is the final proposed Purchase Agreement that has been approved by all parties. The sale of this property includes the following parcels: 14-30-478-054, 14-30-478-021, 14-30-478-037, 14-30-478-038, and 14-30-478-022.

We are seeking two resolutions (attached) at this meeting to schedule public hearings on waiving the bid process and approving the sale. If passed, the public hearings will occur in two weeks.

Attachments



## Pontiac City Council Resolution

Pontiac City Council Resolution Be it Further Resolved, that the Pontiac City Council will schedule a public hearing on waiving the bid procedure for Parcel #14-30-478-054, 14-30-478-021, 14-30-478-038, 14-30-478-037, and 14-30-478-022 on Thursday, July 27, 2017 at 6:00p.m. in the City Council Chambers, located at 47450 Woodward Avenue Pontiac, Michigan 48342.



## Pontiac City Council Resolution

Pontiac City Council Resolution Be it Further Resolved, that the Pontiac City Council will schedule a public hearing to approve the sale of Parcel #14-30-478-054, 14-30-478-021, 14-30-478-037, 14-30-478-038, and 14-30-478-022 on Thursday, July 27, 2017 at 6:00p.m. in the City Council Chambers, located at 47450 Woodward Avenue Pontiac, Michigan 48342.

## AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT ("Agreement") is made as of the Effective Date (as hereinafter defined), by and between City of Pontiac (the "Seller") whose address is 47450 Woodward Ave, Pontiac Michigan, 48342, and US Healthcare MI, P.C. a Michigan professional corporation ("Purchaser"), whose address is 15565 Northland Dr., Ste. 915E, Southfield, MI 48075.

### WITNESSETH:

In consideration of the promises hereinafter contained, the purchase price stated in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

#### 1. PURCHASE AND SALE OF PROPERTY.

1.1 Purchase and Sale. Upon and subject to the following terms, covenants and conditions, Seller agrees to sell and convey to Purchaser, and Purchaser agrees to purchase and acquire from Seller all of Seller's right, title and interest in and to the following described property (collectively, the "Property"): (a) the real property located at 500 W. Huron St., Pontiac, MI as more fully described on Exhibit A attached hereto, together with all buildings, structures and improvements situated on and affixed to such real property so as to be a part thereof and all related easements, rights-of-way, licenses, privileges, appurtenances, tenements, and hereditaments (the "Land"); (b) any and all leasehold interests, fixtures, equipment and other items of personalty located on and used in connection with the operation of Land (the "Included Personal Property") and all items of personalty listed on the attached Exhibit B; (c) any and all transferable permits pertaining to the Land; any and all of Seller's right, title and interest, in any and all easements, strips, and rights-of-way relating to the Land whether or not of record, abutting, adjacent, contiguous, or adjoining the Land; (d) any and all right, title, and interest of Seller in and to any and all air, mineral, oil, gas, timber, and riparian rights in any way appertaining to the Land; and (e) all divisions or redivisions retained by Seller regarding the Land. All personal property of Seller located at the Land, if any, shall not be included in the sale of the Property (collectively, the "Excluded Personal Property"). At the time of Closing, Seller shall vacate the Land, remove the Excluded Personal Property, and deliver the Property to Purchaser. Any Included Personal Property shall be conveyed in its "as is, where is" condition. For purposes of this Agreement, all references herein to "Property" shall include the Included Personal Property, except where a specific reference to Included Personal Property is made.

2. PURCHASE PRICE. The purchase price for the Property shall be Twenty Two Thousand and NO/100 Dollars (\$22,000.00) ("Purchase Price"). Purchaser shall within two business days of the Effective Date deliver a deposit with the Title Company (as later defined) as escrow agent for the parties (in such capacity, "Escrow Agent") of \$0.00 cash (inclusive of accrued interest thereon, the "Deposit") to be held by the Escrow Agent under a mutually acceptable escrow agreement (the "Escrow Agreement") to be executed by the parties and Escrow Agent concurrently herewith. The Deposit shall be delivered to Seller at Closing as part payment of the Purchase Price or returned to Purchaser or paid over to Seller as provided herein and the Escrow Agreement. The balance of the Purchase Price, plus or minus prorations and adjustments as set forth in this Agreement, shall be payable in immediately available funds on the Closing Date (defined below). Except as otherwise expressly set forth herein, the Deposit shall become non-refundable upon the expiration or waiver of the Inspection Period without termination of this Agreement by Purchaser.

#### 3. TITLE AND SURVEY.

3.1 Survey. Prior to the expiration of the initial 30 day Inspection Period, Purchaser, at its sole cost and expense, may obtain a current dated survey (the "Survey") of the Property prepared by a surveyor licensed in the State of Michigan of Purchaser's sole selection. The Survey shall be certified to

the Purchaser, Purchaser's lender, the Title Company and any other party designated by the Purchaser. In the event Purchaser issues a Defect Notice based upon the Survey or this Agreement is terminated due to a default hereunder by Purchaser, a copy of the Survey shall be provided to Seller at no charge to Seller.

3.2 Title Commitment. Within ten (10) days after the Effective Date, the Seller shall furnish to Purchaser a commitment for an owner's policy of title insurance, without standard exceptions (but only to the extent Purchaser obtains a survey satisfactory to the Title Company within the time period called for in Section 3.1), with respect to the real property portion of the Property (the "**Title Commitment**") issued by Seaver Title Agency (the "**Title Company**"). The Title Commitment shall name Purchaser as the proposed insured with coverage in the amount of the Purchase Price and shall be dated on or after the date of this Agreement. The Title Commitment shall state the requirements, if any, which, when satisfied, shall obligate the Title Company to issue the owner's title policy (the "**Owner's Policy**") insuring Purchaser as being vested, as of the Closing Date, with marketable fee simple title to the Property, subject only to the exceptions listed therein to which Purchaser does not object or to which objection was made by Purchaser but waived as provided below, and excepting from such insurance coverage the pre-printed so-called "standard" or "general exceptions" (so long as Purchaser obtains a Survey satisfactory to the Title Company). All charges and premiums for the basic Owner's Policy shall be paid solely by Seller, and Purchaser shall pay the premiums for any endorsements requested by Purchaser.

3.3 Objections to Title Commitment. Purchaser shall have until the end of the initial 30 day Inspection Period to deliver written notice to Seller of Purchaser's objections to any Permitted Exceptions, or other liens, exceptions, conditions or defects of title which may interfere with Purchaser's use or ownership of the Property or does not provide for a marketable fee simple title to the Property (hereinafter referred to as "**Defects**") which may be shown by the Title Commitment or Survey; otherwise, Purchaser shall be deemed satisfied with the Title Commitment and Survey and the condition of title without any further action by the parties. In the event Purchaser so notifies Seller of any Defects (the "**Defect Notice**"), Seller shall have ten (10) days after the receipt of the Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such Defect, although, except for any liens, encumbrances, or mortgages created or granted by Seller which may be discharged by the payment of money which Seller shall be obligated to discharge at Closing, Seller shall have no obligation to cure or obtain insurance over, such Defects, and provided that Purchaser shall not be obligated to accept insurance over a Defect as an acceptable cure to the Defect. If Seller does not cure, or, if satisfactory to Purchaser in its sole discretion, obtain insurance over any Defect, before ten (10) days after the receipt of the Defect Notice, or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than five (5) days after the expiration of said cure period or such notice from Seller, whichever occurs first, either to (i) terminate this Agreement, whereupon this Agreement shall terminate, Escrow Agent shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (ii) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said five (5) day period, Purchaser shall be deemed to have elected option (ii).

3.4 Permitted Exceptions. As used herein, the "**Permitted Exceptions**" shall mean the following exceptions: (i) easement, rights-of-way, restrictions, reservations, agreements, oil & gas leases, and other matters of record (excluding any such items not reflected on Title Commitment or otherwise disclosed to Purchaser and which were created or permitted by Seller so as to impair the marketability of the title to the Real Property); (ii) exceptions to title set forth in the Title Commitment to which Purchaser does not object or to which objection was made by Purchaser but waived as provided above; (iii) any matters which an accurate survey or inspection of the Property would disclose (excluding such matters not shown on the Survey obtained by Purchaser, not shown on any survey provided by Seller to Purchaser or otherwise made know to Purchaser and which were created by Seller and impair the marketability of the title to the Real Property); (iv) matters set forth on the Survey (if any) to which Purchaser does not object or to which objection was made by Purchaser but waived as provided above;

(v) current taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the Closing Date; and (vi) any liens or other matters arising solely from Purchaser's Inspections of the Property.

#### 4. INSPECTIONS.

##### 4.1 Intentionally Omitted.

4.2 Inspections. Subject to the terms of Section 4.3 below, from the Effective Date of this Agreement until 5:00 p.m. on 30<sup>th</sup> day thereafter (such period is referred to herein as the "**Inspection Period**"), Purchaser shall have the right at its sole cost and expense, to make such legal, factual and other inquiries, investigations and inspections, to conduct such tests, studies and examinations, to investigate such laws, ordinances and codes, to obtain financing and to conduct such other due diligence as Purchaser deems necessary or advisable in its sole determination, to satisfy itself that the Property is suitable for Purchaser's intended use (collectively, the "**Inspections**"). Except for disclosure pursuant to Section 11.20 of this Agreement, Purchaser shall keep confidential the results of all its Inspections and shall assure that neither Purchaser nor anyone working for Purchaser will disclose the results of such Inspections, except as provided above, without the prior written consent of Seller. In the event this Agreement is terminated due to a default hereunder by Purchaser, then within three days after such termination the Purchaser shall provide Seller, at no cost to Seller, with copies of all inspection reports, environmental site assessments, environmental audits, surveys and other documentation obtained by Purchaser in connection with its Inspections of the Property.

4.3 Access. Purchaser and its managers, members, officers, employees, agents, contractors, surveyors, consultants, brokers, attorneys, accountants, lenders and invitees ("**Purchaser's Representatives**") shall have reasonable access to the Property during the Inspection Period to perform its Inspections, all at Purchaser's sole cost, expense and risk. IN PERFORMING THE INSPECTIONS, PURCHASER SHALL NOT PERFORM ANY INVASIVE TESTING, DRILLING, OR OTHERWISE PHYSICALLY ALTER THE PROPERTY EXCEPT WITH THE PRIOR WRITTEN CONSENT OF SELLER (WHICH CONSENT WILL REQUIRE THE SELLER'S APPROVAL OF THE CONTRACTOR PERFORMING THE WORK, THE CONTRACTOR'S INSURANCE AND THE WORK PLAN FOR SUCH ACTIVITIES). Purchaser's Representatives shall not unreasonably interfere with the use and occupancy of the Property by Seller. Access to the Property will be coordinated with the Seller upon at reasonable advance notice (not more than one business day). Purchaser shall indemnify, defend, and hold Seller harmless from any claims, construction, mechanics' or materialmen's liens, expenses, liabilities, damages, losses or injuries, including the costs and expenses of investigation, defending and settling or litigating any claim, and reasonable attorney's fees, to the extent arising out of or related to any actions of, or the presence of, Purchaser and/or Purchaser's Representatives on the Property, excluding liabilities to the extent resulting from any negligence or willful misconduct of Seller, or Seller's officers, employees, agents, contractors, consultants, and invitees. In the event any Inspections disturb any portion of the Property, Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition or as close as reasonably possible. Purchaser's obligations under this Section shall survive the Closing or the termination of this Agreement.

##### 4.4 Intentionally Omitted.

4.5 Objections to Condition of Property. If Purchaser is dissatisfied with the results of its Inspections for any reason or no reason whatsoever, Purchaser may terminate this Agreement by written notice delivered to Seller prior to the expiration of the Inspection Period, including any extension of the Inspection Period, otherwise Purchaser shall be deemed satisfied with its Inspections and the condition of the Property without any further action by the parties. If Purchaser terminates this Agreement within the Inspection Period, including any extension of the Inspection Period, then the parties shall have no further obligations under this Agreement, except as may be otherwise expressly provided herein, and the Escrow

Agent shall promptly return the Deposit to Purchaser.

## 5. REPRESENTATIONS.

### 5.1 Purchaser's Representations. Purchaser represents and warrants to Seller that:

- (a) Authority. Purchaser has the full power and authority to enter into and perform its obligations under this Agreement; and this Agreement is a valid and binding obligation of Purchaser, enforceable in accordance with its terms. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, law, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental body, or court to which Purchaser is subject or any provision of the articles of organization/formation or operating agreement of Purchaser.
- (b) Anti-Terrorism Laws. Purchaser is not now, nor shall it be at any time prior to Closing, an individual, corporation, partnership, joint venture, association, joint stock company, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, government or any agency or political subdivision thereof, or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person") is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC ["Specially Designated Nationals and Blocked Persons"]) or otherwise.
- (c) Purchaser's Funds. Purchaser has taken, and shall continue to take until Closing, such measures as are required by law to assure that the funds used to pay to Seller the Purchase Price (excluding any funds provided by Purchaser's lender) are derived (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated.

All of the Purchaser's representations and warranties contained in this Section 5.1 shall survive Closing.

### 5.2 Seller's Representations. Seller represents and warrants to Purchaser that:

- (d) Authority. Seller has the full power and authority to enter into and perform its obligations under this Agreement; and this Agreement is a valid and binding obligation of Seller, enforceable in accordance with its terms. The execution and delivery of this Agreement by Seller, and the performance of this Agreement by Seller, have been duly authorized by Seller. No consent of any creditor, investor, judicial or administrative body, governmental authority, or other governmental body or agency, or other party to such execution, delivery and performance by Seller is required; and if

such consent is required, it has been obtained, or will be obtained prior to the Closing.

- (e) Anti-Terrorism Laws. Seller is not now, nor shall it be at any time prior to Closing, a Person with whom a U.S. Person is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC (including those executive orders and lists published by OFAC with respect to Specially Designated Nationals and Blocked Persons) or otherwise.
- (f) United States Person. Seller is a "United States Person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended, and shall execute and deliver an "Entity Transferor" certification at Closing.
- (g) Litigation. There are no pending or, to the knowledge of the person executing this Agreement on behalf of Seller, threatened legal actions, suits, claims, or proceedings against Seller or the Property, which in either case affect the Property, at law or in equity or before any federal, state, or local governmental department or agency.
- (h) Unrecorded Encumbrances. To the knowledge of the person executing this Agreement on behalf of Seller, there are no outstanding and valid unrecorded liens, mortgages, restrictions, easements, or other title encumbrances on or against the Property which are not of record and which would be binding upon Purchaser after its acquisition of the Property.
- (i) Notice of Violation. To the knowledge of the person executing this Agreement on behalf of Seller, Seller has received no outstanding written notice from a governmental agency that the Property violates any law, ordinance or regulation.
- (j) Judgments and Noncontravention. There is no injunction, decree, order, writ or judgment outstanding, nor any claims, litigation, administrative actions or similar proceedings, pending or, to the knowledge of the person executing this Agreement on behalf of Seller, threatened, relating to the Seller's ownership, lease, use or occupancy of the Property or any portion thereof. Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, law, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental body, or court to which Seller is subject or any provision of the articles of organization/formation or operating agreement of Seller.
- (k) Agreements. To the knowledge of the person executing this Agreement on behalf of Seller, there are no outstanding agreements, leases, licenses, options, rights of first refusal, rights of first offer to use, occupy, or purchase any part of the Property to which Seller is a party, and, to the knowledge of the person executing this Agreement on behalf of Seller, no party has been granted any right by Seller to use or possess any part of the Property as tenant, licensee, or otherwise.

Subject to the terms of this paragraph, all of the representations and warranties of Seller set forth in this Section 5.2 shall survive Closing for a period of six (6) months from the Closing. If any representation or warranty of Seller set forth above is not true as of the Effective Date or becomes untrue prior to Closing because of any act or omission of Seller then, unless Purchaser's rights have otherwise been waived as provided herein, during such 6 month survival period the Purchaser shall be entitled to commence legal action to recover its actual damages from Seller, and (ii) Purchaser shall first pursue a title claim under its Owner's Policy for a breach of the representations and warranties that relate to title

of the Property before pursuing a claim against Seller (and during the pendency of any such pursuit, the survival period hereunder shall be tolled with respect to the particular representation relating to such title matter). In no event shall Seller be liable to Purchaser for any punitive, special, speculative or consequential damages. Notwithstanding the foregoing, it is expressly acknowledged and agreed that if Purchaser (or any party acting on behalf of Purchaser) shall actually discover prior to Closing that any of the representations and warranties set forth above were untrue when made or have become untrue prior to Closing and Purchaser proceeds with the consummation of the purchase of the Property, then Purchaser shall be deemed to have waived any claim of breach which Purchaser may have had against Seller with respect to any such representation and warranty set forth herein.

## 6. "AS-IS" PURCHASE.

6.1 As-Is Condition. Purchaser warrants and acknowledges to, and agrees with, Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and, except as expressly provided herein to the contrary, specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, except as expressly provided herein, including without limitation, warranties, representations or guarantees with respect to the quality, character, or condition of the Property (including the presence of any Hazardous Materials on, at, under or emanating from the Property, or any Hazardous Use on or about the Property), whether latent or patent, merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, compliance with statutory or other governmental, regulatory or industry standards or fitness for a particular use, or with respect to the value, profitability or marketability of any part of the Property, or with respect to any other matter or thing relating to or affecting the Property. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties except as expressly provided herein. Purchaser represents and warrants to Seller that upon expiration of the Inspection Period (including any extensions), Purchaser will have had ample opportunity to make a proper inspection, examination and investigation of the Property to familiarize itself with the condition of the Property and that Purchaser will do so to its satisfaction. Upon the Closing, Purchaser shall have no claim, in law or in equity, and hereby releases and forever discharges Seller (and its officers, directors, shareholders, partners, members, managers, agents, brokers, employees, representatives, affiliated or related entities, successors and assigns) from any claims, actions, liabilities, obligations, costs or expenses based upon or arising out of (a) the condition of the Property, (b) the failure of the Property to comply with any laws or meet any standards, (c) the presence of any Hazardous Materials on, at, under or emanating from the Property, (d) any Hazardous Use on or about the Property, or (e) any violation of any Environmental Laws.

6.2 Waiver of Certain Damages. Further, anything in this Agreement to the contrary notwithstanding, in no event shall either party be liable to the other for incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property.

6.3 No Required Disclosures or Other Obligations. Purchaser further acknowledges and agrees that Seller shall be under no duty to make any affirmative disclosure regarding any matter which may be known to Seller, its officers, directors, contractors, members, managers, agents or employees, except as specifically set forth herein, and that it is relying solely upon its own Inspections of the Property and not upon any representations made to it by any person whomsoever. Purchaser agrees that there is no obligation on the part of Seller to make any changes, alterations, or repair to the Property. Purchaser is solely responsible for obtaining any certificate of occupancy, site plan approval, or any other approval or permit necessary for transfer or occupancy of the Property and for any repairs or alterations necessary to obtain same all at Purchaser's sole cost and expense. Purchaser agrees and acknowledges that

Purchaser's obligations under this Agreement shall remain in full force and effect with Purchaser having no right to delay the Closing or terminate this Agreement regardless of any facts or information learned by Purchaser after the expiration of the Inspection Period.

6.4 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (l) "Hazardous Materials" shall mean shall mean any substances, compounds, mixtures, wastes or materials that are defined to be, that are regulated as, that are listed as or that (because of their toxicity, concentration or quantity) have characteristics that are hazardous or toxic, or are otherwise regulated, under any of the Environmental Laws. Without limiting the generality of the foregoing, Hazardous Materials includes: (a) any article or mixture that contains a Hazardous Material; (b) petroleum or petroleum products; and (c) any substance the presence of which requires reporting, investigation, removal or remediation under any Environmental Laws.
- (m) "Environmental Laws" shall mean all applicable statutes, laws, ordinances, rules, regulations, codes, plans, injunctions, judgments, orders, decrees, rulings, and charges thereunder: (a) of the United States of America; (b) of any state or local governmental subdivision within the United States of America; (c) of any foreign nations; and (d) all agencies, departments, courts or any other subdivision of any of the foregoing, which has jurisdiction, concerning pollution or protection of the environment, public health and safety, or employee health and safety, including laws relating to emissions, discharges, releases, or threatened releases of pollutants, contaminants, petroleum or petroleum-based materials or wastes, or chemicals, industrial, Hazardous Materials, or toxic substances or wastes into ambient air, surface water, ground water, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or chemical, industrial, Hazardous Materials, or toxic materials or wastes.
- (n) "Hazardous Use" shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, to, from, on or under the Property or Land or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or Land or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date and up to Closing.

6.5 Survival. The provisions of this Section 6 and each part hereof shall survive Closing or any termination of this Agreement.

## 7. CLOSING.

7.1 Closing Date. Purchaser and Seller shall close the purchase and sale of the Property (the "Closing") on July 31, 2017 (the "Closing Date") at the offices of the Title Company, or at such other time and place as Seller and Purchaser may agree to in writing.

7.2 Seller Closing Deliveries. On the Closing Date, Seller shall execute and deliver or cause to be executed and delivered to Purchaser the following:

- (a) Deed. A Covenant Deed ("Deed"), in recordable form, conveying the real property portions of the Property to Purchaser, subject to the Permitted Exceptions. Seller's

warranty of title in the Deed shall extend only from the date of Seller's acquisition of the Land and not prior to such date;

- (b) Owner's Affidavit. An owner's affidavit in favor of the Title Company (excluding an indemnity and with such other changes as negotiated by Seller and the Title Company, provided that Seller shall execute a form of owner's affidavit sufficient to satisfy the Title Company for the removal of the associated standard exceptions from the owner's title policy other than the standard survey exceptions);
- (c) Closing Statement. A closing statement;
- (d) Certificate of U.S. Status. A Certificate confirming Seller's non-foreign status under Section 1445 of the Code and Treas. Reg. Section 1.1445-2T (or any successor regulation);
- (e) Bill of Sale and Assignment. A Bill of Sale and Assignment conveying the Included Personal Property (the "**Bill of Sale and Assignment**"). The Bill of Sale and Assignment shall represent the title to the Included Personal Property is, to the best of Seller's knowledge, free of all liens, claims and encumbrances, but will disclaim all other representations and warranties pertaining to the Included Personal Property;
- (f) Intentionally Omitted.
- (g) Additional Documents. Such documents of Seller which evidence the authorization of the sale of the Property to Purchaser as contemplated herein, and such other documents as are reasonably required by the Purchaser or the Title Company.

7.3 Purchaser's Closing Deliveries. On the Closing Date, Purchaser shall deliver to Seller:

- (o) Purchase Price. The Purchase Price, plus or minus prorations and adjustments as set forth in this Agreement, in immediately available funds;
- (p) Closing Statement. A closing statement;
- (q) Bill of Sale and Assignment. Counterpart signature on the Bill of Sale and Assignment;
- (r) Intentionally Omitted.
- (s) Additional Documents. Such documents as are necessary to fully authorize the purchase of the Property by Purchaser as contemplated herein, and such other documents that are reasonably required by the Seller or the Title Company.

7.4 Prorations and Adjustments.

(a) Seller shall pay, at or prior to Closing, all real estate taxes, assessments (but not including installments thereof due following Closing which shall be Purchaser's responsibility), personal property taxes, and any other governmental tax or charge levied or assessed against the Property, which are due and payable as of or before the Closing Date. Current taxes and assessments (i.e. the previous Winter and Summer tax bill due and payable prior to the Closing Date) as of the Closing Date shall be prorated on a due date basis based on a 365 day year (e.g., taxes due July 1 will be treated as if paid for the period July 1 through the following June 30, and taxes due December 1 shall be treated as if paid for the period December 1 through the following November 30).

(b) Any amounts due to or by Seller to a property/subdivision association shall be prorated as of the Closing Date.

(c) Seller shall arrange for all utility meter readings as of the Closing Date and Seller shall pay all final utility invoices. To the extent a final water bill has not been obtained as of the Closing Date, then Seller shall escrow with the Title Company at Closing such amount as required by the Title Company to cover such water or sewage charges as of the Closing Date.

(d) After Closing, Purchaser shall assume the obligation to pay all taxes, assessments, sewer charges, association fees, personal property taxes, utility bills and other applicable governmental charges for the Property which become due after the Closing Date.

The terms of this Section 7.4 shall survive the Closing.

7.5 Closing Expenses. Seller shall pay for its own attorneys' fees, the State and County Transfer Taxes, and the title premium for the basic Owner's Policy. Purchaser shall pay for its own attorneys' fees, cost of the Inspections, the cost of the Survey, the recording fees for the Deed and any desired endorsements to the Owner's Policy. Any closing fee charged by the Title Company shall be shared equally by the parties. All costs or expenses of performance of obligations hereunder and of the consummation of the transactions contemplated herein that have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense.

7.6 Brokers. Each party represents and warrants to the other that neither has dealt with any broker or other finder in connection with its purchase of the Property, this transaction or any prior leasing transaction for this Property. Purchaser will indemnify and hold Seller harmless from and against any and all claim, loss, liability, cost or expense (including reasonable attorneys' fees) resulting from any claim that may be made by any broker or person claiming a commission, fee or other compensation by reason of this transaction if the same shall arise by or on account of any act of the Purchaser. Seller will indemnify and hold Purchaser harmless from and against any and all claim, loss, liability, cost or expense (including reasonable attorneys' fees) resulting from any claim that may be made by any broker or person claiming a commission, fee or other compensation by reason of this transaction if the same shall arise by or on account of any act of the Seller. The indemnification obligations in this Section shall survive the Closing or termination of this Agreement.

7.7 Possession/Removal of Excluded Personal Property. Seller shall deliver exclusive possession of the Property to Purchaser at Closing, free and clear of the Excluded Personal Property.

## 8. DEFAULT.

8.1 Default by Seller. If Seller shall fail to comply with the terms of this Agreement and such default shall not be cured within ten (10) days after receipt of written notice thereof from Purchaser, Purchaser may as its sole remedy either (i) terminate this Agreement by written notice to Seller, or (ii) obtain specific performance of Seller's obligations under this Agreement. Upon such termination under option (i), the Escrow Agent shall promptly return the Deposit to Purchaser and neither party shall have any further claim against or liability to the other under this Agreement (except for obligations which specifically survive termination provided herein).

8.2 Default by Purchaser. If Purchaser shall fail to comply with the terms of this Agreement, and such default shall not be cured within ten (10) days after the receipt of written notice thereof from Seller (except that no notice or cure period shall be required with respect to a failure of fund the Deposit as required herein), Seller shall be entitled as its exclusive remedy to demand and be entitled to the immediate forfeiture of the Deposit, in which event this Agreement shall, in its entirety, be deemed of no further force and effect (except for obligations which specifically survive termination provided herein),

and Seller shall have no other remedy for any default by Purchaser, including any right to damages or specific performance. Nothing in this Section 2.2. shall limit the Seller's right to enforce the indemnification, defense and hold harmless obligations of Purchaser under this Agreement.

9. **DAMAGE OR DESTRUCTION; CONDEMNATION.** If, prior to the Closing Date (i) all or a material part of the Property is damaged or destroyed by fire or other casualty, or (ii) all or a material part of the Property is taken by condemnation or eminent domain, then Purchaser shall have the right to terminate this Agreement by written notice to the Seller within thirty (30) days after such casualty or taking (or by the Closing Date if sooner than such 30 day period) and upon such written notice to Seller to receive an immediate return of the Deposit, together with all interest earned thereon, and neither party shall have any further liability to the other hereunder. If Purchaser does not terminate, or if less than a material part of the Property is damaged or destroyed or Property is taken, then this Agreement shall remain in effect and at Closing: (i) in the case of a fire or other casualty, the parties shall adjust the Purchase Price for the reasonable cost of repairs as determined by a mutually acceptable contractor or architect (in which event Seller shall retain the right to collect any insurance proceeds), and (ii) in the case of a taking, Seller shall assign to Purchaser all of Seller's right, title, and interest in and to any awards that may be made for such taking. For the purpose of this Section, a "material" part of the Property shall be deemed to have suffered a casualty loss or taking if the repair or replacement cost or condemnation award value reasonably estimated by Seller with respect thereto is equal to or greater than \$100,000. If the aggregate cost of repair or replacement or the value of the damage or taking is \$100,000 or less, Purchaser shall close and take the Property as diminished by such events and parties shall adjust the Purchase Price for the reasonable cost of repairs as determined by a mutually acceptable contractor or architect (in which event Seller shall retain the right to collect any insurance proceeds). Seller shall at all times during the term of this Agreement keep the Property insured against loss or damage pursuant to a commercial policy or policies of fire and extended coverage insurance, including additional perils.

10. **COUNCIL APPROVAL AND OTHER CONDITIONS OF SALE.** Each of the following terms and conditions are material to the Seller, and the Seller would not have entered into this Agreement if the following terms and conditions were excluded.

10.1 **Council Approval.** Seller's obligations and liabilities under this Agreement are conditioned upon approval of this Agreement by the Seller's City Council. This condition is for the benefit of the Seller only and may be waived by the Seller by giving written notice to Purchaser. If Seller's City Council does not approve this Agreement before the end of the Inspection Period, the Seller or the Purchaser may terminate this Agreement by delivery of written notice to the other party within one (1) business day after expiration of the Inspection Period. If Seller does not deliver such termination notice, then the conditions set forth in this Section 4 shall be deemed to be automatically satisfied or waived and this Agreement shall be binding to Seller.

10.2 **Use Restriction.** After the Closing, Purchaser agrees to limit the use of the Property to those uses which will subject the Property to the assessment and collection of ad valorem real estate taxes. For the avoidance of doubt, and not by way of limitation, this restriction would preclude the use of the Property for any "non-profit" purpose whatsoever, or any other use which would limit or preclude the Property from the assessment and collection of ad valorem real estate taxes. Further, Purchaser agrees, on behalf of itself, its successors and assigns, that it will not (i) make application to the Seller (or other government body) for the removal or modification of the foregoing restriction, or (ii) take any other action which would have the effect of removing or modifying the foregoing restriction. Any violation by Purchaser, or its successors or assigns, of the foregoing restrictions shall entitle the Seller to seek and obtain injunctive relief (along with any other relief that may be available to it). Further, Seller shall be entitled to prepare and record a writing setting forth the terms and agreements in this Section 4.2 (either before or after the Closing), and Seller agrees to cooperate with Seller in prepaging and recording same.

10.3 Certificate of Occupancy. Purchaser shall have six (6) months from and after the Closing Date to apply for and obtain a certificate of occupancy for the Property (such deadline to be extended in the case of force majeure). In order to obtain a certificate of occupancy, Purchaser shall be required to, among other requirements: (i) demonstrate that the Property is in conformance with all code requirements of the City of Pontiac, and (ii) obtain site plan approval from the City of Pontiac planning commission. If the Purchaser does not obtain a certificate of occupancy within the time periods and parameters set forth in this Section, then Purchaser shall be required to reimburse Seller for all of its future, reasonable costs and expenses (including attorneys' fees) that it incurs in connection with Purchaser's continued attempts to secure a certificate of occupancy for the Property.

10.4 No Zoning Changes. The Purchaser agrees, on behalf of itself, its successors and assigns, that it will not seek or request from the Seller (or any government body) to change the zoning of the Property. Any attempted request by Purchaser may be denied by Seller (or any body controlled by Seller), and Purchaser agrees that this Agreement shall constitute good and sufficient consideration in exchange for such denial.

10.5 Acknowledgement; Waiver. Purchaser acknowledges that the provisions of Section 4 are reasonable, do not amount to a taking (or other constitutional violation), and have been bargained for at arms length. Purchaser acknowledges that it has received good and valuable consideration in exchange for the terms and conditions of this Agreement. Purchaser waives any right it may have, either now or in the future, to contest the provisions of Section 4 in a court of law.

## 11. MISCELLANEOUS.

11.1 Survival. The terms, covenants, conditions, representations, warranties, disclaimers and agreements of this Agreement shall not survive and shall not be enforceable after the Closing Date except as may be otherwise expressly provided herein.

11.2 Entire Agreement. This Agreement and the Escrow Agreement constitute the entire agreements between the parties hereto with respect to the transactions contemplated herein, and such agreements supersede all prior oral and written understandings or agreements between the parties.

11.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and permitted assigns. Neither Purchaser nor Seller shall assign this Agreement without the other party's prior written consent (which shall not be unreasonably withheld or delayed); provided, however, Purchaser may, without Seller's prior consent, assign this Agreement at Closing (pursuant to an assignment agreement reasonably acceptable to Seller) to any entity owned by or affiliated with Purchaser, but such assignment shall not release the Purchaser from its obligations, agreements and liabilities hereunder and the assignee shall agree in writing to be bound by, and shall assume, all of the Purchaser's obligations, agreements, covenants, indemnities, representations and warranties under this Agreement and the Escrow Agreement.

11.4 Waiver; Modifications. Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

11.5 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THE PARTIES' OBLIGATIONS HEREUNDER.

11.6 Drafting. Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall

construe it more stringently against one party than the other.

11.7 Governing Law. This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

11.8 Notices. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is (i) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (ii) sent by certified mail with postage prepaid, return receipt requested to such party at such address; (iii) sent by Federal Express or other similar air courier; or (iv) sent by email transmission (with a copy sent by first class mail). Notice shall be deemed given upon personal delivery, two (2) business days following mailing, one (1) business day following deposit with an air courier or upon transmission of an email. Notices shall be deemed properly addressed if given at the following addresses:

If to Seller:

City of Pontiac  
Attn: Mayor's Office  
47450 Woodward Ave.  
Pontiac, MI 48342

With a required copy to:

Paul A. Thursam, Esq.  
Giarmarco, Mullins & Horton, P.C.  
101 W. Big Beaver, Suite 1000  
Troy, Michigan 48064  
Email: pthursam@gmhna.com

If to Purchaser:

US Healthcare MI, P.C.  
15565 Northland Dr., Ste. 915E  
Southfield, MI 48075

11.9 Performance. Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. Detroit, Michigan time on the date by which such thing is to be done, and (iv) be construed to mean calendar days (unless specifically stated otherwise herein); provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

11.10 Counterparts. It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart. Delivery of signatures by fax or PDF shall be deemed delivery of originals.

11.11 Use of Headings. The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

11.12 Attorney Fees. If a dispute arises out of this Agreement, then the prevailing party in any litigation or other legal proceeding will be entitled to recover its actual attorney fees and costs from the other party.

11.13 No Offer. This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

11.14 Severability. Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Agreement will remain in effect.

11.15 No Obligations to Third Parties. This Agreement is for the sole benefit of Purchaser and Seller, and none of its provisions may be relied on by, or shall be construed to create an obligation of Purchaser or Seller for the benefit of, any third party.

11.16 No Recording. Neither this Agreement nor a memorandum hereof, nor any other document shall be recorded in the real estate records by or on behalf of Purchaser to give record notice of the existence of this Agreement or otherwise.

11.17 Gender, Etc. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa.

11.18 Legal/Tax Consequences. Purchaser understands this Agreement contains provisions which may have legal and tax consequences for Purchaser and Purchaser has had full opportunity to obtain qualified legal and tax advice regarding this transaction.

11.19 Limitation on Liability. No present or future partner, member, manager, director, officer, shareholder, employee, adviser, agent, attorney or asset/property manager of or in Seller or Purchaser shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or in connection with the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Purchaser and Seller and their respective successors and assigns and, without limitation, all other persons and entities, shall look solely to Seller's or Purchaser's, as the case may be, assets for the payment of any claim or for any performance, and Purchaser and Seller hereby waive any and all such personal liability. The limitations of liability contained in this Section 5.19 are in addition to, and not in limitation of, any limitation on liability applicable to Seller or Purchaser provided in any other provision of this Agreement or by law or by any other contract, agreement or instrument.

11.20 Confidentiality/Public Disclosure. Each party agrees that the Purchase Price and other terms of this Agreement are confidential and shall not be disclosed by the party without the prior written consent of the other party, except as otherwise provided herein. Notwithstanding the terms of this Section 5.20, each party, its employees, members, managers, agents and representatives may disclose the confidential information and data (a) to such party's employees, members, managers, officers, directors, accountants, attorneys, prospective lenders, investment bankers, underwriters, ratings agencies, partners, consultants, surveyors, appraisers, architects, contractors, brokers and other advisors in connection with the transactions contemplated by this Agreement (collectively, the "Representatives") to the extent that such Representatives reasonably need to know such information and data in order to assist, and perform services on behalf of, Seller or Purchaser; (b) to the extent required by any applicable statute, law, regulation or governmental authority; and (c) in connection with any litigation that may arise between the parties in connection with the transactions contemplated by this Agreement. Further, prior to the Closing, any release to the public of information with respect to the matters set forth in this Agreement will be made only in a form mutually approved by Seller and Purchaser. All confidentiality provisions in this Agreement terminate as of the Closing Date.

11.21 Right of First Refusal. Beginning at the Closing, and for a period of five (5) years thereafter, if, at any time, Purchaser enters into a bona fide, executed, written agreement to sell all or part of the Property (“Sale Agreement”), Purchaser shall send Seller a copy of the Sale Agreement. Seller shall then have the right for 30 days to substantially meet the terms of the Sale Agreement, in writing. If Seller does not elect to substantially meet the terms of the Sale Agreement, then Purchaser may sell the Property pursuant to the exact terms of the Sale Agreement; provided, however, that the sale is consummated according to the exact terms and conditions specified in the Sale Agreement within sixty (60) days. If any of the terms or conditions of the Sale Agreement change prior to closing, or if any additional terms or revisions are made, or if the sale does not close within sixty (60) days, then Seller shall be afforded a further 30 days to meet the revised terms of the Sale Agreement. After the Closing, Seller shall be permitted to prepare and record a memorandum which describes the rights provided in this Section 5.21 and, if necessary, Purchaser will execute said memorandum.

11.22 Effective Date. As used herein, the “**Effective Date**” shall mean the later of the Seller Execution Date and Purchaser Execution Date, each of which is set forth on the signature page hereof.

SIGNATURES ON NEXT PAGE

FINAL  
DRAFT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

SELLER:

City of Pontiac

By: \_\_\_\_\_

Its: \_\_\_\_\_

Seller Execution Date: \_\_\_\_\_, 2017

PURCHASER:

US Healthcare MI, P.C.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Purchaser Execution Date: \_\_\_\_\_, 2017

**FINAL  
DRAFT**

EXHIBIT A

DESCRIPTION OF REAL ESTATE

Property situated in the City of Pontiac, County of Wayne and State of Michigan, described as follows:

Parcel ID: 14-30-478-054, 14-30-478-021, 14-30-478-037, 14-30-478-038, 14-30-478-022

PROPERTY DESCRIPTION: To be provided by Title Company

**FINAL  
DRAFT**



### **Pontiac City Council Resolution**

WHEREAS, on November 2, 2011 the Oakland County Board of Commissioners voted to permit the Oakland County Clerk/Register of Deeds office to serve as the local registrar for the City of Pontiac;

WHEREAS, the Oakland County Board of Commissioners passed Resolution #11280, which provided duties of the local registrar for the City of Pontiac shall be provided by the Oakland County Clerk/Register of Deeds until such time as the Oakland County Board of Commissioners determines otherwise;

WHEREAS, the City has taken several recent and significant steps to increase the services provided by the City and to regain full local control over services provided to its citizens;

WHEREAS, the City has the available capacity to begin to transition the local registrar duties back from Oakland County to the City of Pontiac; and

WHEREAS, additional staff may be needed in the City Clerk's Office to fully complete this task; and

WHEREAS, the City believes that it can provide these services to the citizens without any interruption or incident.

NOW THEREFORE BE IT RESOLVED, that the City Council for the City of Pontiac respectfully requests that the Oakland County Board of Commissioners pass a Resolution indicating the intent to transfer the local registrar function back to the City of Pontiac and for the County Clerk/Register of Deeds to work with the City of Pontiac to ensure a smooth and uninterrupted transition of these services.