



BOARD OF COMMISSIONERS  
1200 N. TELEGRAPH ROAD, 12E, PONTIAC, MI 48341, BOC COMMITTEE ROOM A

## Economic Development and Infrastructure Committee

Wednesday, May 17, 2023 9:30 AM

**Yolanda Smith Charles**  
Committee Chair - District 17

**Gwen Markham** - District 15  
**Christine Long** - District 12

**Brendan Johnson**  
Committee Vice Chair - District 4

**William Miller** - District 16

**Philip J. Weipert**  
Minority Vice Chair - District 13

**Dr. Ajay V. Raman** - District 14  
**Michael Spisz** - District 5

### AGENDA

1. Call Meeting to Order
2. Roll Call
3. Pledge of Allegiance
4. Approval of Minutes
  - a. **dated May 3, 2023**  
Item Category: Minutes
  - b. **dated May 5, 2023 (including Closed Session)**  
Item Category: Minutes
5. Approval of Agenda
6. Public Comment (three minutes max per speaker, related only to items on the agenda)
7. Communications
  - a. **Board of Commissioners - Fiscal Year 2023 Applications for Local Road Improvement Program (LRIP)**
8. Regular Agenda
  - a. **Economic Development - Aviation and Transportation - OSA Seal Runway Pavement Surface/Joints, Airfield Crack Sealing, Rehabilitate Runway, Airfield Paint Marking - Construction - Grant Acceptance**  
Item Category: Grant  
Presenter: Cheryl Bush  
*Action Required: Recommend to Board*
  - b. **Economic Development - Aviation and Transportation - PTK Rehabilitate Runway, Airfield Paint Marking-Construction, Seal Runway Pavement Surface/Joints, Airfield Crack Sealing - Construction Grant Acceptance**  
Item Category: Grant  
Presenter: Cheryl Bush  
*Action Required: Recommend to Board*
  - c. **Facilities Planning & Engineering - FY 2023 Roof Replacement Projects**  
Item Category: Budget Amendment  
Presenter: Jason Warner  
*Action Required: Recommend and Forward to Finance*

- d. **Water Resources Commissioner - Appropriation of American Rescue Plan Act Fiscal Recovery Funds for Northwest Oakland Sanitary Drain Drainage District Phase I**  
 Item Category: Resolution  
 Presenter: Steve Korth, Brian Coburn  
*Action Required: Recommend and Forward to Finance*
- e. **Economic Development - Veterans Services - FY24 County Veteran Service Fund (CVSF) Grant Application**  
 Item Category: Grant  
 Presenter: Garth Wootten  
*Action Required: Recommend to Board*
- f. **Board of Commissioners - 2023 Invasive Moth Suppression Program - Approval of Cost Participant Agreements and Allocation of Funds**  
 Item Category: Resolution  
 Presenter: Yolanda Smith Charles  
*Action Required: Recommend to Board*
- g. **Board of Commissioners - FY 2023 Appropriation for the Local Road Improvement Program**  
*\*Set Public Hearing for the Board of Commissioners Meeting on May 25, 2023 at 6:00 p.m.*  
 Item Category: Road Improvement  
 Presenter: Amy Aubry  
*Action Required: Recommend to Board*

9. Public Comment (three minutes max per speaker, any topic)

10. Other Business/Adjournment

- a. **Authorization to Negotiate Lease or Purchase of Property**  
 Item Category: Real Estate  
*Action Required: Enter Into Closed Session*
- b. **Executive's Office - Approval of Assignment of Purchase Agreement**  
 Item Category: Real Estate  
 Presenter: Sean Carlson  
*Action Required: Approve*

**PUBLIC ACCESS INFORMATION**

**View Meeting:** <https://bit.ly/WatchOCBoard>

**Updated Agenda:** <https://oaklandcomi.portal.civicclerk.com/>

If you require special accommodations because of a disability, please contact the Board of Commissioners at (248) 858-0100 at least five (5) business days in advance of the meeting.

**ASSIGNMENT OF PURCHASE AGREEMENT**

**IN CONSIDERATION** of One (\$1.00) Dollar, and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, **FARBMAN ACQUISITION, LLC**, a Michigan limited liability company (“Assignor”), hereby assigns, transfers and conveys to **OAKLAND COUNTY**, a Michigan constitutional and municipal corporation (“Assignee”), all of Assignor’s right, title and interest in and to that certain Purchase Agreement dated as of May \_\_\_\_, 2023 (the “Purchase Agreement”), by and between Assignor, as purchaser, and \_\_\_\_\_, a \_\_\_\_\_, \_\_\_\_\_, a \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, collectively, as seller, and Assignee hereby assumes all of Assignor’s right, title and interest in and to the Purchase Agreement. The Purchase Agreement is attached and incorporated into this Assignment as Exhibit A. The Assignee agrees to perform the obligations of the Assignor under the Purchase Agreement, including, without limitation, the funding of any earnest money deposit and payment of all other amounts required to be funded by the Purchaser (as defined in the Purchase Agreement), and performance of all covenants of Purchaser, under the Purchase Agreement. The parties acknowledge that, (a) pursuant to Oakland County Board of Commissioners Miscellaneous Resolution #01231, Assignee’s decision to close on the transaction contemplated by the Purchase Agreement is contingent on: (1) the receipt of two written appraisal reports by properly licensed and qualified real estate appraisers for the Properties (as defined in the Purchase Agreement), and (2) approval of the Purchase Price (as defined in the Purchase Agreement) for the Properties by the Oakland County Board of Commissioners, via a Miscellaneous Resolution, if the Purchase Price is higher than the highest appraised value of the Properties, and (b) if the contingencies set forth in the previous sentence are not satisfied by the end of the Inspection Period (as defined in the Purchase Agreement), then the Assignee may terminate the Purchase Agreement prior to the end of the Inspection Period, in which event the earnest money deposit shall be refunded to the Assignee.

This Assignment of Purchase Agreement may be executed in telecopy (facsimile) or electronic (email) copies and facsimile or electronic signatures shall be binding upon the parties and shall have the same full force and effect as if an original executed copy of this Assignment of Purchase Agreement had been delivered.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Assignment of Purchase Agreement as of May \_\_\_\_, 2023

**ASSIGNOR:**

**FARBMAN ACQUISITION, LLC**, a Michigan limited liability company

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

Name: Andy Gutman

Its: Authorized Representative

**ASSIGNEE:**

**OAKLAND COUNTY**, a Michigan constitutional and municipal corporation

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

Name: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

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

PURSUANT TO SECTION 20116 OF THE NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION ACT (NREPA), 1994, P.A. 451, AS AMENDED, SELLER HEREBY NOTIFIES BUYER THAT "JUDSON PROPERTY" (AS DEFINED HEREIN) IS A "FACILITY" (AS THAT TERM IS DEFINED IN SECTION 20101(1)(S) OF NREPA) BASED ON THE INFORMATION CONTAINED IN THE BASELINE ENVIRONMENTAL ASSESSMENT PREPARED BY PM ENVIRONMENTAL, INC. DATED FEBRUARY 1, 2021. BY SIGNING THIS AGREEMENT, BUYER ACKNOWLEDGES RECEIPT OF THIS NOTIFICATION AND THE BEA AND AGREES THAT THE NOTIFICATION FULLY COMPLIES WITH THE REQUIREMENTS OF SECTION 20116 OF NREPA.

### PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), is made and entered into as of the date of the last signature on the signage page hereof (the "Effective Date"), by and between FARBMAN ACQUISITION, LLC, a Michigan limited liability company (the "Purchaser"), and 31 E JUDSON LLC, a Michigan limited liability company, ("Judson Seller"), OTTAWA TOWERS 2021, LLC, a Michigan limited liability company ("Ottawa Seller"), EXCELLOR LLC, a Michigan limited liability company, EXCELLOR 2 LLC, a Michigan limited liability company, EXCELLOR 3 LLC, a Michigan limited liability company, EXCELLOR 4 LLC, a Michigan limited liability company, EXCELLOR 5 LLC, a Michigan limited liability company, EXCELLOR 6 LLC, a Michigan limited liability company, EXCELLOR 7 LLC, a Michigan limited liability company, KINGSVILLE PROPERTIES LLC, a Michigan limited liability company, KINGSVILLE PROPERTIES II LLC, a Michigan limited liability company, KINGSVILLE PROPERTIES III LLC, a Michigan limited liability company (collectively herein "Vacant Lot Seller") and PHOENIXRISINGPONTIAC, LLC, a Michigan limited liability company ("Garage Seller", and together with the Judson Seller, Ottawa Seller, and Vacant Lot Seller, the "Seller").

### RECITALS:

- A. Judson Seller owns that certain vacant office building located at 31 East Judson Street, Pontiac, Oakland County, Michigan 48342 and as more particularly described on Exhibit "A" to be attached hereto (the "Judson Building" or "Judson Property.")
- B. Ottawa Seller owns that certain office building located at 51111 Woodward Avenue, Pontiac, Oakland County, Michigan 48342 and as more particularly described on Exhibit "C" (the "Ottawa I Building" or "Ottawa Tower Property.")
- C. Vacant Lot Seller owns that certain vacant land more particularly described on Exhibit "B" to be attached hereto (the "Vacant Lots").
- D. Garage Seller is the lessee with respect to a ground lease of the Phoenix Center Parking Garage (the "Parking Garage") commonly referred to as the "Phoenix Center" as more particularly described on Exhibit "E" and hereinafter referred to as the "Ground Lease Property" pursuant to a Parking Lease Agreement dated March 11, 2021 (the "Ground Lease").
- E. The Judson Property, the Ottawa Tower Property, and the Vacant Lots are hereinafter referred to individually, as a "Property" and collectively, as the "Properties."
- F. The Ottawa Tower Property is subject to certain leases (each, a "Lease" and collectively, the "Leases") by tenants as set forth on Exhibit "F" attached hereto. The tenants pursuant to the Leases shall each hereinafter be referred to as a "Tenant" and collectively, the "Tenants".

G. Seller desires to sell the Properties and assign the Seller's interest in the Ground Lease to Purchaser and Purchaser desires to purchase the Properties and assume Seller's interest in the Ground Lease, all in accordance with and subject to the terms and conditions hereinafter set forth.

IN CONSIDERATION of the mutual covenants and agreements herein contained and of the benefits to be derived herefrom, receipt whereof is hereby severally acknowledged, Seller and Purchaser hereby agree as follows:

1. Offer. Purchaser hereby offers and agrees to purchase the Properties and the Seller's leasehold rights to the Ground Lease (the "Ground Lease Interest"), together with all improvements thereon and appurtenances thereto, all as provided herein. Included in this sale without any representation, warranty or covenant of Seller except as expressly provided herein are (a) all leasehold rights, (b) all tenements, hereditaments, privileges and appurtenances thereto belonging or in any way appertaining thereto, (c) all right, title and interest of Seller in any street, road or avenue, open or proposed, in front of or adjoining the Properties, or any part thereof, (d) all water, air, riparian and mineral rights, (e) the use of appurtenant easements, whether or not of record, strips and rights of way abutting, adjacent, contiguous or adjoining the Properties, (f) all tangible and intangible personal property located thereat, (g) all fixtures, equipment and other items attached to the improvements located at the Properties, (h) all fixtures, equipment and other items attached to the improvements at the Ground Lease Property and which are leased by Seller under the Ground Lease, (i) all rights of Seller under any express or implied guaranties warranties, indemnifications and other rights, if any, and which Seller may have against suppliers, laborers, materialmen, contractors or subcontractors arising out of or in connection with the installation, construction and maintenance of the improvements, fixtures and personal property on or about the Properties and the Ground Lease Property, (j) all assignable licenses, franchises, rights and governmental or other permits, authorizations, consents and approvals, including those necessary to own and/or operate the Properties and the Ground Lease Property, to the extent that the same are legally assignable and (k) all future land division rights, if any, subject only to (i) any encumbrances or exceptions identified on the Commitments (as defined below) or shown on the Updated Surveys (as defined below), if any, that are not objected to by Purchaser prior to the Title Objection Deadline (as defined below), (ii) all real estate taxes and assessments, both general and special, not yet due and payable as of the Closing; (iii) applicable zoning ordinances; (iv) all terms and conditions of the Amended and Restated Memorandum of Understanding Public Private Partnership Agreement dated December 31, 2021 ("MOU"), and (v) encumbrances caused by the actions or omissions of Purchaser or its agents (collectively, the "Permitted Exceptions").

2. Acceptance. Seller hereby accepts the said Offer of the Purchaser. Such Offer and Acceptance are subject to and in accordance with the terms and conditions hereinafter set forth.

3. Purchase Price. The purchase price for the Properties and Ground Lease Interest is Nineteen Million Two Hundred Thousand and 00/100 (\$19,200,000.00) Dollars. The Purchase Price shall be paid as follows:

A. Deposit. Within three (3) business days after the Effective Date, Purchaser shall deposit in escrow with ATA National Title Group, LLC, located in Bloomfield Hills, Michigan ("Escrow Agent"), an earnest money deposit in the amount of One Hundred Ninety Thousand and 00/100 (\$190,000.00) Dollars, which sum shall be applied upon the Purchase Price at the last Closing under this Agreement or delivered to Purchaser or Seller, as the circumstances warrant, under the terms of this Agreement (the "Deposit").

B. Balance. The balance of the Purchase Price allocated to the Properties to be purchased at the Closing shall be paid, plus or minus closing adjustments, as the case may be, in wire transferred funds to Seller at Closing in exchange for a Covenant Deed conveying fee simple, marketable title of such Properties to Purchaser and an assignment of the Ground Lease Interest, all free and clear of any and all liens or encumbrances except as specifically set forth herein and subject only to the Permitted Exceptions. Any existing liens, land contracts and mortgages shall be discharged at Closing, with Seller being responsible for any prepayment penalties thereon.

C. Allocation. Seller and Purchaser shall mutually agree to allocate the Purchase Price amongst the Properties and the Ground Lease at or prior to expiration of the Inspection Period (as defined below) for purposes of title insurance, transfer tax and reporting purposes, and the parties shall not unreasonably condition, withhold or delay such agreement on the allocation of the Purchase Price.

4. Evidence of Title.

A. Title Commitments. As evidence of title, within seven (7) days following the Effective Date, Purchaser shall order title commitments for A.L.T.A. owner's policies of title insurance for each of the Properties and a leasehold policy of title insurance for the Ground Lease Property and all to be marked-up and/or issued at the Closing (as applicable) (with final policies issued as soon as possible thereafter) without standard exceptions (subject to Purchaser obtaining Updated Surveys required by and acceptable to Title Company to remove the so called 'survey' exception(s)), in the amount of the total Purchase Price (the "Commitments"), which Commitments shall be issued by ATA National Title Group, LLC, located in Bloomfield Hills, Michigan, as agent for the same title insurance underwriter that insured Seller's prior owner's title insurance policies, so as to obtain the maximum title policy premium reissue discounts ("Title Company"), the same to bear a date later than the date hereof, wherein the Title Company shall agree to insure the title in the condition required hereunder and as marketable title as to the Properties and Vacant Lots subject only to the Permitted Exceptions. One (1) Commitment shall be for the Judson Property, one (1) Commitment shall be for the Ottawa Tower Property and one (1) Commitment shall be a leasehold title insurance policy for the Ground Lease Property. Purchaser shall, at the time of Closing, order policies of title insurance from the Title Company pursuant to said Commitment(s) ("Title Insurance Policies"), which shall be issued without standard exceptions unless Purchaser fails to obtain the Updated Surveys, in which event the standard "survey" exception shall remain. The cost of said Title Insurance Policies shall be paid for by Seller and Purchaser shall be responsible for the cost of all title endorsements to such Title Insurance Policies.

B. Survey. Seller agrees to furnish or cause to be furnished to Purchaser, within five (5) days following the Effective Date, Seller's existing A.L.T.A. boundary surveys of the Properties and the Ground Lease Property, if any (the "Surveys"). Thereafter, Purchaser shall have the right to obtain current A.L.T.A. boundary surveys of the Properties (the Updated Surveys"), at Purchaser's sole cost and expense. Updated Surveys, if desired by Purchaser, shall be ordered within ten (10) days of the Effective Date, or Purchaser shall waive any objections to matters disclosed by such Updated Surveys. Purchaser shall provide Seller and Title Company with copies of all Updated Surveys and all third-party reports ordered by or on behalf of Purchaser.

C. Objections. Purchaser shall have the right within fifty (50) days after the Effective Date (the "Title Objection Deadline") to notify Seller of any title objections it may have at any time to the Commitments, all items of record and the Updated Surveys, if any. If Purchaser notifies Seller of any title objections, then, Seller shall have five (5) days from the date notified in writing of the particular defects claimed, either (1) to remedy the title, or (2) to obtain title insurance as required above reasonably satisfactory to Purchaser, or (3) to notify Purchaser that Seller is unable or unwilling to remedy all such objections, which shall be Seller's deemed response if Seller fails to respond to Purchaser's claimed defects; provided, that Purchaser may elect to waive such defects and proceed with this transaction subject thereto and, provided further, that in the event that any such defect results from liens or encumbrances having liquidated amounts caused by or through Seller, Seller shall pay such amounts and cause such liens or encumbrances to be paid off and released at or prior to Closing. If the Seller remedies the title or shall obtain a commitment, reasonably satisfactory to Purchaser, for any required endorsements to the title policy within the time specified, the Purchaser agrees to complete the sale within fifteen (15) days of written notification thereof but no sooner than the Closing Date hereinafter specified. If the Seller is unable or unwilling to remedy the title or obtain title insurance, reasonably satisfactory to Purchaser, within the time specified, then Purchaser may terminate this Agreement by written notice to the Seller, in which event the Deposit shall be refunded forthwith in full termination of this Agreement. In the event that Purchaser does not elect to terminate this Agreement in accordance with the foregoing, then all matters affecting title to the Properties reflected on the Commitment and any Updated Survey that Seller has not otherwise elected in writing to cure shall constitute Permitted Exceptions approved by Purchaser. In the event

that there are new conditions identified on any updated Commitments or any modifications to the Updated Survey, then, in such event, Purchaser shall have the right to notify Seller of such additional objections which will be treated as new title defects as set forth in this Section 4.C and Purchaser shall have the right to object to such matters as set forth above.

5. Possession. Exclusive possession of the Ottawa Tower Property and the Ground Lease Property shall be delivered to Purchaser at the time of Closing subject only to the rights of the Tenants as tenants only pursuant to the Leases, without rights of first refusal to or rights of first offer to purchase. Exclusive possession of the Judson Property and Vacant Lots shall be delivered to Purchaser at the time of Closing.

6. Representations, Warranties and Covenants. Seller represents and warrants unto Purchaser, as of the date hereof, the date of the Closing and to survive thereafter subject to the limitations set forth below, as follows:

A. The parties executing this Agreement on behalf of Seller have the full power and authority to enter into and perform this Agreement on behalf of Seller.

B. Except as disclosed by or in relation to that Baseline Environmental Assessment prepared by PM Environmental, Inc. dated February 1, 2021 as to Judson Property (“BEA”) or other reports, audits, or assessments identified on Exhibit “H” resulting from inspection, sampling, testing, monitoring or other research of the Properties, reporting any contamination or violation of environmental laws, such as a Phase I Environmental Assessment (“Environmental Reports”) delivered or made available to Purchaser by Seller, Seller has received no written notice of any pending or threatened lawsuits, condemnation proceedings, administrative proceedings or environmental investigations affecting the Properties or the Ground Lease Property or Seller’s ability to convey same.

C. To Seller’s knowledge, the rent roll attached hereto as Exhibit “F-1” (the “Rent Roll”) is true and correct in all material respects. Attached hereto as Exhibit “F” is a true, correct and complete list of the Leases in effect as of the date set forth therein. Except as set forth on Exhibit “F-2,” if any, Seller has not received nor delivered any written notice asserting a material default under any of the Leases.

D. Except with respect to the Leases, there are no other leases, written or oral, express or implied, with respect to the Properties or the Ground Lease Property, and, subject to Section 9, Seller is not obligated to pay any leasing commissions with respect to any of the Tenants or the Leases and all leasing commissions due in connection with the execution of the Leases have been paid prior to the date hereof. Except as disclosed on Exhibit “J” attached hereto, there are no unpaid Tenant Inducement Costs (as defined below) existing as of the Effective Date.

E. The Ground Lease is in full force and effect and has not been amended or modified and, except as set forth in the Rent Roll, Seller has not entered into any subleases or other arrangements with respect to the Ground Lease Property and has not granted any parties the right to utilize the Ground Lease Property. At the Closing, subject to the MOU, the Ground Lease Interest will be conveyed free and clear of all liens or encumbrances.

F. There are no known rights of first refusal or rights of first offers with respect to the Properties or the Ground Lease Interest.

G. Seller has not received written notice from any governmental entity of any violation of any Environmental Law except as disclosed by or in relation to the BEA identified on Exhibit “H.”

H. Intentionally deleted.

I. Intentionally deleted.

J. Neither Seller nor any partners, members, shareholders or affiliates (including, without limitation, indirect owners) owns or has rights to acquire any interest in any real property which is adjacent to or contiguous with the Properties or the Ground Lease Property.

K. Seller is not a "foreign person" as defined in §1445(f)(3) of the Internal Revenue Code; Seller shall so certify at Closing.

Except as otherwise provided herein or in the closing documents to be executed and/or delivered at Closing (the "Closing Documents"), Purchaser acknowledges and agrees that the Purchaser is purchasing the Properties and the Ground Lease Interest in "AS IS," "WHERE IS" and without representation or warranty of any kind or nature whatsoever other than as set forth in this Agreement or the Closing Documents. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES STATED HEREIN OR THE CLOSING DOCUMENTS, IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT PURCHASER IS ACQUIRING THE PROPERTIES AND THE GROUND LEASE INTEREST "AS IS" AND "WHERE IS", AND WITH ALL FAULTS, AND THAT, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION, EXPENSES OR THE DESIGN OR CONDITION THEREOF, OR ANY OTHER MATTER OR THING AFFECTING OR RELATED TO THE PROPERTIES AND THE GROUND LEASE INTEREST OR THIS OFFER (INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL CONDITION OF THE PROPERTIES AND THE GROUND LEASE PROPERTY, THE PRESENCE OR EXISTENCE OF ANY HAZARDOUS SUBSTANCES ON OR NEAR THE PROPERTIES AND THE GROUND LEASE PROPERTY, WARRANTIES OF HABITABILITY, MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE, WHICH MIGHT BE PERTINENT IN CONSIDERING THE ENTERING INTO OF THIS OFFER OR THE PURCHASE OF THE PROPERTIES AND THE GROUND LEASE INTEREST, AND PURCHASER DOES HEREBY EXPRESSLY ACKNOWLEDGE THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. PURCHASER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTIES AND THE GROUND LEASE PROPERTY, COPIES OF WHICH HAVE PREVIOUSLY BEEN DELIVERED OR WILL BE DELIVERED TO PURCHASER, WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, GUARANTEES, PROMISES, STATEMENTS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTIES AND THE GROUND LEASE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY SELLER, ANY REAL ESTATE BROKER, AGENT, ATTORNEY, EMPLOYEE, SERVANT OR OTHER PERSON. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT PURCHASER IS A SOPHISTICATED AND EXPERIENCED PURCHASER OF PROPERTIES SUCH AS THE PROPERTIES AND THE GROUND LEASE PROPERTY AND HAS BEEN DULY REPRESENTED BY COUNSEL IN CONNECTION WITH THE NEGOTIATION OF THIS OFFER AND THAT THE PURCHASE PRICE IS FAIR CONSIDERATION FOR THE PROPERTIES AND THE GROUND LEASE INTEREST. THIS PARAGRAPH SHALL SURVIVE CLOSING OR TERMINATION OF THIS AGREEMENT.

If at any time Purchaser determines that any of the representations and warranties set forth above are incorrect or untrue or in the event that Seller fails to perform any of the covenants contained in this Agreement, then, in such event, and notwithstanding anything contained herein to the contrary, Purchaser shall have the right as its sole option to terminate this Agreement upon written notice to Seller in which event the Deposit shall be returned to Purchaser; provided, however, nothing herein shall be deemed a limitation on Purchaser's rights and remedies in the event that any representation or warranty made by Seller was known to be incorrect when made. All of the representations and warranties shall be recertified at Closing and shall survive for a period of six (6) months following the Closing Date and in the event no action is brought against Seller with respect to a breach of a representation or warranty within such six (6) month period, then, thereafter, such representations and

warranties shall thereafter terminate. In no event shall Purchaser be entitled to sue, seek, obtain or be awarded damages from Seller or otherwise make any claim or otherwise seek recovery against Seller (and the same shall not be actionable or payable) for a breach of any representation or warranty of Seller under this Agreement, unless and until the aggregate amount of damages or claims arising from such breaches exceeds the sum of One Hundred Twenty Five Thousand and 00/100 (\$125,000.00) Dollars, in which event the full amount of such claims shall be actionable up to, but not in excess of three percent (3%) percent of the Purchase Price, which shall be the maximum liability of Seller to Purchaser with respect to a breach of such representation and warranties, except in the event of Seller's fraud. In the event that Purchaser has actual knowledge of a breach of a representation and warranty prior to Closing and does not elect to terminate this Agreement as provided above, then the representations and warranties made by Seller to Purchaser pursuant to this Agreement as of the date of Closing will be deemed modified to reflect such information.

The term "Seller's Knowledge" or "Seller is not otherwise aware" as used in this Agreement means the actual current conscious knowledge possessed by Tarik Y. Dinha II (without investigation or inquiry). Notwithstanding anything contained herein to the contrary, Tarik Y. Dinha II shall not have any personal liability whatsoever with respect to any of the matters set forth in this Agreement or any of Seller's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete in any respect, except to the extent that the same is a result of intentional misrepresentation, fraud, or willful misconduct.

7. Conditions Precedent. The obligation of Purchaser to close on the transaction contemplated herein at the Closing shall be conditioned upon each of the following conditions precedent (as applicable):

A. Title and Survey. Satisfaction of the title and survey conditions of Section 4 hereof, including that the Title Company shall have irrevocably committed to issue the Title Insurance Policies to be issued at the Closing or provided a satisfactory "marked up" title commitment to issue such Title Insurance Policies in the condition required herein and insuring Purchaser's ownership of the Properties and the Ground Lease Interest to be acquired at such Closing.

B. Inspection Period. Purchaser and its agents shall have a period expiring sixty (60) days after the Effective Date (the "Inspection Period") to inspect or cause to be inspected all aspects of the physical and economic condition of the Properties, access to which shall be freely granted to Purchaser and/or Purchaser's agents, representatives, at all reasonable times ("Inspections"). Purchaser, and Purchaser's agents and representatives, shall have the right, from time to time, prior to the Closing Date or earlier termination of this Agreement, during normal business hours, subject to the rights of Tenants under the Leases, to enter upon the Properties for the purpose of conducting visual inspections of the Properties, testing of machinery and equipment, taking of measurements, making of surveys and generally for the reasonable ascertainment of matters relating to the Properties; provided, however, that Purchaser shall: (i) give Seller at least twenty four (24) hours prior written notice of the time and place of any such regularly scheduled entry, in order to permit a representative of Seller to accompany Purchaser (provided the unavailability of Seller shall not cause delay in such inspections); (ii) use commercially reasonable efforts not to unreasonably interfere with the Seller's operations of the Properties; (iii) not conduct any invasive or intrusive activity in, on or at the Properties without in each instance obtaining the prior written consent of Seller; provided, however, that the Purchaser shall be entitled to conduct a Phase II environmental site assessment with respect to the Judson Property and such other testing as is necessary to file a baseline environmental assessment with respect thereto and in such instance Purchaser's request for approval shall include a written summary of the scope and detail of the work and testing Purchaser intends to perform; (iv) restore any damage to the Properties or any adjacent property caused by such actions; (v) be responsible for all claims and/or liabilities relating to such entry and activities, other than due to Seller's negligence or willful misconduct, or the discovery of any existing conditions at the Properties or Ground Lease Property; and (vi) prior to entry onto the Properties, furnish Seller with evidence of general liability and property damage insurance maintained by Purchaser (which may be part of an umbrella policy) with combined limit single insurance coverage of at least One Million Dollars (\$1,000,000.00) and naming Seller as additional insureds. If Purchaser is not satisfied in its sole and exclusive discretion with the results of the Inspections for any reason whatsoever, Purchaser may rescind this Agreement by providing written notice to Seller on or before the

expiration date of the Inspection Period and shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder. Purchaser shall have no obligations to notify Seller of any reasons for such rescission. Notwithstanding any other provision to the contrary in this Agreement, if Purchaser does not provide Seller written notice of its intent to either proceed with this transaction or to rescind this Agreement, then, in such event, Purchaser shall be deemed to have terminated this Agreement as of the expiration date of the Inspection Period, in which event, the Deposit shall be released to Purchaser and Purchaser shall be released of any and all liability hereunder, other than those obligations that expressly survive Closing (including providing Seller with those third party reports obtained by Purchaser). Purchaser shall have no obligation to notify Seller of any reason for such rescission.

C. Tenant Estoppel Certificates. Not later than three (3) business days prior to the Closing Date, Seller shall obtain and deliver to Purchaser tenant estoppel certificates (with such non-material modifications as any tenant shall make thereto) in form attached hereto as Exhibit "I" ("Tenant Estoppel Certificates" or "Tenant Estoppel") from Tenants leasing not less than seventy five percent (75%) in the aggregate of the leased square footage of the Ottawa Tower Property (which in any event shall include an executed estoppel certificate from the State of Michigan) and each Tenant of the Ground Lease Property. Any Tenant, including the State of Michigan, may provide in lieu of the form provided in Exhibit "I" an estoppel certificate using its customary form or using the form attached to its lease. Purchaser agrees not to object to (A) any non-material qualifications or modifications (including, without limitation, knowledge qualifiers) which a tenant may make to the form of Tenant Estoppel and/or (B) any modification to a Tenant Estoppel to conform it to the form of tenant estoppel the tenant is required to give under its lease. In the event that Purchaser receives a Tenant Estoppel Certificate that reflects any default or matter which may ripen into a default, or disputes that the applicable lease is in full force and effect, or discloses any modifications or amendments that are not included on Exhibit "F" attached hereto, or that contains any other material and adverse modifications to which it objects, Purchaser may deliver written notice of objection to Seller within three (3) business days of its receipt of such estoppel certificate. Failure of Purchaser to timely deliver such notice shall be deemed a waiver of Purchaser's right to object hereunder.

D. SNDA. Seller will request and use commercially reasonable efforts to provide to Purchaser prior to the Closing Date, a subordination, non-disturbance and attornment agreement ("SNDA"), executed and delivered from each of the Tenants, if required by Purchaser's lender, in the form provided by Purchaser (or in the form prescribed the applicable Tenant's Lease), naming the Purchaser as landlord and Purchaser's lender as mortgagee.

E. Ground Lease Estoppel. Not later than three (3) business days prior to the Closing Date, Seller shall obtain and deliver to Purchaser a Ground Lease Estoppel in form and substance satisfactory to Purchaser in all respects from the City of Pontiac as the ground lessor under the Ground Lease certifying that the Ground Lease is in full force and effect without default and without identifying any matters which may ripen into a default and which shall certify that the Ground Lease has not been amended or modified and containing such other information as Purchaser may reasonably request including, without limitation, confirmation that such Ground Lease may be assigned to Purchaser or its designee.

F. Due Diligence Information. Within five (5) days following the Effective Date, Seller shall provide Purchaser with copies of each of the due diligence materials identified on Exhibit "G", to the extent in Seller's possession or control.

G. Representations and Warranties. All of Seller's representations, warranties and agreements contained herein shall be true and correct as of the date hereof and on the date of Closing, which Seller shall certify to at Closing, and Seller shall not have, on the date of Closing, failed to meet, comply with, or perform, any condition or agreement on its part to be performed under the terms and conditions contained herein.

8. Closing. Purchaser and Seller shall close on the purchase of Properties on the day which is thirty (30) days after the expiration date of the Inspection Period. The Closing shall take place via escrow or at the office of the Title Company or such other place as the parties may mutually agree. At the Closing, such documents as may be necessary to complete this transaction shall be executed and/or delivered by Purchaser and Seller, including, without limitation, a covenant deed conveying fee simple, marketable title to the Properties to Purchaser, and a quit claim deed as to the Ground Lease Property, an assignment of leases and rents, a bill of sale and general assignment, a certificate of accuracy, a certified rent roll, a non-foreign person affidavit, and any documents reasonably required by the title company to close the transaction.

9. Closing Adjustments. The following shall be apportioned against sums due Seller at the Closing:

A. All real and personal property taxes and special assessments of whatever nature and kind which have become due and payable or are delinquent as of the date of Closing with respect to the Properties and the Ground Lease Property shall be paid and discharged by Seller. All current taxes for periods prior to Closing with respect to the Properties and the Ground Lease Property which have not yet been paid shall be prorated at Closing in accordance with local custom with Seller responsible for taxes the Closing Date and, if Closing occurs prior to the receipt by Seller of the tax bill for the Properties for the applicable tax period, credit for taxes shall be based upon the most recent ascertainable assessed valuation.

B. Current rents under the Leases shall be prorated and adjusted as of the date of Closing based upon the actual number of days in the month of Closing with Purchaser being credit for rents on the day of Closing. In no event shall Purchaser be charged with any past due rentals and rentals past due at the time of Closing if collected by Purchaser shall be the exclusive property of Purchaser and Seller shall have no surviving rights after Closing to collect past due rents from tenants. In the event that any Tenant pays additional rental items such as real estate taxes, maintenance and operating expenses and insurance on an estimated basis, then, prior to Closing, Seller shall complete a reconciliation of all such expenses for the partial calendar year 2023, and shall provide Purchaser with a credit at Closing for any amounts which Purchaser may be obligated to refund to the Tenants. In no event shall Purchaser be charged with any past due rentals, which, if collected by Purchaser, shall be remitted to Seller only after all current rents and other charges have been satisfied, and less Purchaser's reasonable costs of collection, including attorney's fees. All tenant security deposits shall be assumed by Purchaser with credit therefor against sums due at Closing and any prepaid rents shall be credited to Purchaser at Closing. Should any current charges or billings to Tenants for utilities, including electricity, sewer and water charges that are payable in arrears, be unknown at Closing, such charges shall be estimated and prorated as of Closing, with Purchaser receiving a credit from Seller, based upon the last available invoices or billing therefor.

C. Seller shall be responsible for payment of expenses for HVAC, electricity, water, waste disposal, sewage, utilities, operating materials and supplies, custodial services, security, insurance, expenses under service contracts, and any other operating expenses ("Operating Expenses") related to the Properties and Vacant Lots arising prior to Closing, and any such expenses Seller is expressly obligated to pay that arise under the Ground Lease prior to Closing, which shall be paid in full prior to Closing.

D. Seller shall pay all state, county, city and other real estate conveyance, tangible, intangible, stamp and similar taxes and any other transfer taxes due at the Closing or required to be paid upon recording of the Covenant Deed or the assignment of the Ground Lease Interest.

E. Tenant Inducement Costs (as defined below) and Leasing Commissions (as defined below) payable with respect to any Leases shall be allocated as follows between Seller and Purchaser: (i) Seller shall be responsible for, and shall pay when due, all Tenant Inducement Costs under, and Leasing Commissions with respect to, Leases entered into prior to the Effective Date, and (ii) Purchaser shall be responsible for, and shall pay when due, all Tenant Inducement Costs and Leasing Commissions under Leases entered into after the Effective Date. For purposes hereof, "Tenant Inducement Costs" shall mean any and all free rents and rent abatements under any Leases as well as any and all out-of-pocket payments required under a Lease to be paid

by the landlord thereunder (including the cost of work to be performed by or on behalf of the landlord) to or for the benefit of the tenant thereunder, which is in the nature of a tenant inducement or concession, including, without limitation, tenant improvement costs, and other work allowances, lease buyout costs, legal fees and expenses and moving allowances; and the term "Leasing Commissions" shall mean any leasing commission payable to any broker in connection with a Lease for the initial term of any Lease as well as any due in connection with any renewal, or extension period and/or expansion option. If, as of the Closing Date, Seller shall have paid any Tenant Inducement Costs and/or Leasing Commissions for which Purchaser is responsible pursuant to the foregoing provisions, Purchaser shall reimburse Seller therefor at Closing.

F. Purchaser and Seller shall split, on a fifty/fifty (50/50) basis, all escrow fees/closing fees charged by the Escrow Agent.

10. Casualty. Starting from the date this contract is executed by Buyer and Seller, and continuing until the Closing Date and actual exchange of legal title for the consideration to be paid hereunder, all risk of loss with respect to the Properties shall be borne by Seller. In the event of destruction or damage to the Properties and/or Ground Lease Property prior to the date of Closing in an amount which is anticipated to cost greater than Two Hundred Thousand and 00/100 (\$200,000.00) Dollars to repair or restore, or would permit any Tenant to terminate its Lease or the lessor of the Ground Lease to terminate the Ground Lease, Purchaser shall, at its option, have the right to (i) take the proceeds of the insurance, requiring Seller to pay any deductible amounts required and proceed and go forward with the transaction, or (ii) declare the transaction to be void and of no further force and effect and Purchaser shall thereupon receive a refund of the Deposit and be relieved of any and all liability hereunder. In the event of destruction or damage to the Properties and/or the Ground Lease Property prior to the date of Closing in an amount which is anticipated to cost less than or equal to Two Hundred Thousand and 00/100 (\$200,000.00) Dollars to repair or restore, the parties shall proceed under clause (i) of this Section 10. As to any casualty that occurred prior to the Effective Date, any insurance proceeds resulting therefrom shall be paid to Seller and this provision shall survive the Closing.

11. Condemnation. In the event that notice of any action, suit or proceeding shall be given prior to the Closing Date for the purpose of condemning any part of a Property or the Ground Lease Property, then Purchaser shall have the right to terminate its obligations hereunder within fifteen (15) days after receiving notice of such condemnation proceeding, and upon such termination, the Deposit shall be refunded to Purchaser in full termination of this Agreement, and the proceeds resulting from such condemnation shall be paid to Seller. In the event Purchaser shall not elect to terminate its obligations hereunder, the proceeds of such condemnation shall be assigned and belong to Purchaser at Closing.

12. Deposit As Liquidated Damages. The Deposit shall be held by Escrow Agent and applied against cash due at Closing when the transaction is consummated. In the event of failure of any condition precedent, the Deposit shall be returned to Purchaser upon demand if Seller does not otherwise object to such return within three (3) days. In the event of a default by Purchaser hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Purchaser, Seller shall be entitled to the Deposit as liquidated damages as its sole and exclusive remedy. In the event of a default by Seller hereunder, Purchaser shall have the right to terminate this Agreement in which event Purchaser shall be entitled to a return of the Deposit and Seller shall reimburse Purchaser for all costs and expenses incurred in connection with this transaction up to a maximum of Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars, or Purchaser may maintain an action for specific performance. In the event that any action is brought to enforce the terms and conditions of this Agreement, the non-prevailing party in such action shall be responsible for payment of all reasonably attorneys' fees, court costs and legal expenses incurred by the prevailing party.

13. Indemnity. Seller shall indemnify, defend and hold Purchaser harmless from and in respect to any claims asserted by claimants against Seller, the Properties or the Ground Lease Property relating to events occurring solely from the date of Seller's ownership of the Properties and continuing up to and including the date of Closing. In no event shall Purchaser assume any liability of Seller. The parties acknowledge that this is

not a sale of a business nor shall Purchaser be deemed a successor of Seller. Purchaser shall be responsible for events first occurring at the Properties or the Ground Lease Property after the date of Closing.

14. Seller's Covenants. From the date of this Agreement until the Closing Date:

A. Seller shall maintain the Properties and the Ground Lease Property in the same manner as the same have heretofore been maintained.

B. Prior to the expiration of the Inspection Period, Seller shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the Properties and Ground Lease Property, nor shall Seller terminate any of the Leases, without Purchaser's prior written consent, such consent not to be unreasonably withheld. Subsequent to expiration of the Inspection Period, Seller shall not enter into any lease, lease amendment, license or occupancy agreement of any kind with respect to the Properties and Ground Lease Property, nor shall Seller terminate any of the Leases, without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Subsequent to expiration of the Inspection Period, Seller shall not undertake any capital improvements at the Property without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. In no event shall Seller terminate Seller's interest in the Ground Lease during the term of this Agreement.

C. Seller shall not transfer any of the Properties or the Ground Lease Property, create any lien or encumbrance thereon, grant any easements or rights of way, or enter into any contract or other agreement affecting the Properties or the Ground Lease Property which is not cancelable on and as of the Closing Date without Purchaser's prior written consent, in each such instance.

D. At or prior to the Closing, Seller shall cause all management contracts, leasing agreements and service contracts applicable to the Properties and the Ground Lease Property to be terminated effective as of the Closing Date, at Seller's sole cost and expense.

15. Broker. Except with respect to NAI Farbman (the "Broker"), whose commission shall be paid by Seller to Broker pursuant to a separate agreement between Seller and Broker, Seller and Purchaser do hereby certify, represent and warrant, each to the other, they have not engaged, enlisted, employed or otherwise made use of any real estate broker or sales person in connection with this sale. This Section 15 shall survive the Closing, and any breach hereof by Seller shall not be subject to any limitations set forth in Section 6.

16. Governing Law. This Agreement shall be governed by Michigan law.

17. Binding Effect. This Agreement shall bind the parties hereto, their respective heirs and assigns. Purchaser may freely assign its interest hereunder.

18. Notices. Any notices, demands or requests required or permitted to be given hereunder must be in writing and shall be deemed to be given (i) when hand delivered, or (ii) one (1) business day after delivery to FedEx or similar overnight service for next business day delivery, or (iii) three (3) business days after deposit in the U.S. mail first class postage prepaid, or (iv) when sent by facsimile or electronic (pdf) transmission during normal business hours (i.e., 8:00 a.m. to 6:00 p.m., Monday through Friday), if such transmission is immediately followed by any of the other methods for giving notice. In all cases notices shall be addressed to the parties at their respective addresses as follows:

If to Seller:

Epicentre LLC  
Attn: Tarik Dinha  
18000 W. Nine Mile Road, Suite 700  
Southfield, Michigan 48075  
Telephone: (248) 343-3582  
E-Mail: tarikdinha@gmail.com

With a Copy to:

Kristopher P. Korvun, Esq.  
30100 Telegraph Road  
Suite 366  
Bingham Farms, Michigan 48025  
Telephone: (734) 634-0051  
E-Mail: k@korvun.com

If to Purchaser:

Farbman Acquisition, LLC  
Attn: Andrew Gutman  
28400 Northwestern Highway  
Fourth Floor  
Southfield, Michigan 48034  
Telephone: (248) 351-4395  
E-Mail: gutman@farbman.com

With a Copy to:

Lowell D. Salesin, Esq.  
Honigman LLP  
39400 Woodward Ave., Suite 101  
Bloomfield Hills, Michigan 48304  
Telephone: (248) 566-8540  
Fax: (248) 566-8541  
E-Mail: lsalesin@honigman.com

19. Exclusivity. In consideration of the significant time and expense to be devoted by Purchaser with respect to its potential acquisition of the Properties and Ground Lease Interest, Seller agrees that, during the term of this Agreement, it will negotiate exclusively with Purchaser concerning a potential sale of the Properties and Ground Lease Interest and will not market the Properties or Ground Lease Interest for sale and it has not entered, and will not enter, into any agreement to sell the Properties or Ground Lease Interest to any party other than Purchaser.

20. Tax Deferred Exchange (§1031). Seller shall cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code for Purchaser, provided, however that Seller shall not incur any cost, expense, risk or potential liability whatsoever on account thereof. Purchaser shall cooperate with Seller to the extent that this transaction is part of a tax deferred exchange pursuant to §1031 of the Internal Revenue Code for Seller; provided, however, that Purchaser shall not incur any additional cost, expense, risk or potential liability whatsoever on account thereof.

21. Time for Performance. In the event the last date for performance of any obligation or for giving any notice hereunder falls on a Saturday, Sunday or legal holiday of the state wherein the Properties are located, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday in such state. Time shall be of the essence for purposes of this transaction.

22. Entire Agreement. This written Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

23. Survival. The terms, conditions, covenants and other provisions of this Agreement shall survive the Closing.

24. Counterparts. This Agreement may be executed in one or more counterpart copies, all of which together shall constitute and be deemed an original, but all of which together shall constitute one and the same instrument binding on all parties. This Agreement may be executed in telecopy (faxed) copies and electronic (e-mail) copies and facsimile and electronic signatures shall be binding upon the parties.

**(SIGNATURES ON NEXT PAGE)**

IN WITNESS WHEREOF, the Purchaser has executed this Agreement on the date signed by Purchaser shown below and Seller has accepted same on the date signed by Seller shown below.

**PURCHASER:**

FARBMAN ACQUISITION, LLC,  
a Michigan limited liability company

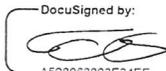
By: \_\_\_\_\_  
Andrew L. Gutman

Its: President

Date signed by Purchaser: \_\_\_\_\_, 2023

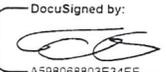
**SELLER:**

31 E JUDSON LLC,  
a Michigan limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
A598068803E34EE  
Tarik Y. Dinha II

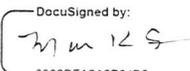
Its: Authorized Representative

OTTAWA TOWERS 2021, LLC  
a Michigan limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
A598068803E34EE  
Tarik Y. Dinha II

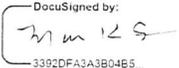
Its: Authorized Representative

EXCELLOR LLC, a Michigan limited liability company, EXCELLOR 2 LLC, a Michigan limited liability company, EXCELLOR 3 LLC, a Michigan limited liability company, EXCELLOR 4 LLC, a Michigan limited liability company, EXCELLOR 5 LLC, a Michigan limited liability company, EXCELLOR 6 LLC, a Michigan limited liability company, and EXCELLOR 7 LLC, a Michigan limited liability company

By:  \_\_\_\_\_  
DocuSigned by:  
3382DFA3A3B04B5  
Martin K. Siersma

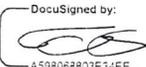
Its: Authorized Representative

KINGSVILLE PROPERTIES LLC, a Michigan limited liability company, KINGSVILLE PROPERTIES II LLC, a Michigan limited liability company, and KINGSVILLE PROPERTIES III LLC, a Michigan limited liability company

By:   
3392DFA3A3B0465  
Martin K. Siersma

Its: Authorized Representative

PHOENIXRISINGPONTIAC, LLC, a Michigan limited liability company

By:   
A598068803E34EE  
Tarik Y. Dinha II

Its: Authorized Representative

Date signed by Seller: \_\_\_\_\_, 2023

**EXHIBITS:**

Exhibit "A"	Legal Description – Judson Building
Exhibit "B"	Legal Description – Vacant Lots
Exhibit "C"	Legal Description – Ottawa Tower I Building
Exhibit "D"	Legal Description – Intentional Deleted
Exhibit "E"	Legal Description – Phoenix Center Parking Garage
Exhibit "F"	Leases
Exhibit "F-1"	Rent Roll
Exhibit "F-2"	Tenant Defaults
Exhibit "G"	Property Information
Exhibit "H"	Environmental Reports
Exhibit "I"	Tenant Estoppel
Exhibit "J"	Disclosure

Exhibit "A"

Legal Description – Judson Building

Land in the City of Pontiac, County of Oakland, State of Michigan and legally described as follows:

Fee Parcel: Being all or parts of the following Lots and parcels in the City of Pontiac, Oakland County, Michigan, Lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 14 and 15 and that part of vacated Auburn Avenue of Assessor's Plat No. 130 as recorded in Liber 54A, Page 71 of Plats, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot 16 of said Assessor's Plat No. 130, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 second West 144.67 feet; thence North 75 degrees 27 minutes 55 seconds East 128.00 feet; thence North 14 degrees 32 minutes 05 seconds West, 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 64.00 feet; thence South 14 degrees 32 minutes 05 seconds East 2.42 feet; thence North 75 degrees 27 minutes 55 seconds East 124.91 feet; thence South 14 degrees 32 minutes 05 seconds East 181.79 feet to a point on the Northerly right of way line of Judson Street; thence along said Judson right of way line North 85 degrees 36 minutes 14 seconds (recorded as North 85 degrees 36 minutes 10 seconds) West 6.48 feet to beginning of a curve; thence along a curve to the left 214.75 feet, said curve having a radius of 648.70 feet, delta of 18 degrees 58 minutes 04 seconds, chord bearing and distance of South 84 degrees 54 minutes 44 seconds West 213.77 feet; thence South 75 degrees 25 minutes 42 seconds West 100.00 feet to point of beginning. Together with the right to the use of the following land in accordance with a License Agreement as granted by Pontiac City Commission meeting December 4, 1979, Resolution No. 738 to Downtown Pontiac Development Company recorded in Liber 7788, Page 142, as more clearly described, limited and defined as: A parcel of land being part of the Saginaw Street right of way adjacent to Lots 1, 2, 3 and 4, Assessor's Plat No. 130, as recorded in Liber 54A, Page 71 of Plats, Oakland County Records, more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street from the Northwest corner of Lot 16, Assessor's Plat No. 130 in the Northeast 1/4 of Section 32, City of Pontiac, Oakland County, Michigan, said point of beginning also being a point on the North right of way line of New Judson Street; thence North 14 degrees 30 minutes 01 second West 144.67 feet; thence South 75 degrees 27 minutes 55 seconds West 15.09 feet to a point; thence South 14 degrees 32 minutes 05 seconds East 144.68 feet to a point; thence North 75 degrees 25 minutes 42 seconds East 15.00 feet to the point of beginning.

Commonly known as 31 E. Judson Street, Pontiac, MI 48342

Tax Identification No.: 14-32-227-002

Exhibit "B"

Legal Description – Vacant Lots

Land in the City of Pontiac, County of Oakland, State of Michigan and legally described as follows:

Parcel 1: A triangular portion of land (now road) formerly described as all or part of Lots 78 and Lots 123, 124, 125 and 126, EXCEPT that part taken for Wide Track Drive, also that part of Vacant Wessen Street adjacent to Lot 123, Assessor's Plat No. 116, as recorded in Liber 53, Page 36 of Plats, Oakland County Records.

Parcel 2: Being all or parts of the following lots and parcels in the City of Pontiac, Oakland County, Michigan; Lots 43, 44, 46, 47, 48 and that part of vacated Perry Street, of Assessor's Plat No. 131, a Replat of Assessor's Plat No. 44 and Lots 1 through 20, inclusive of Eastern Addition, according to the plat thereof as recorded in Liber 54A, Page 65 of Plats, Oakland County Records, more particularly described as follows: Beginning at a point located Southerly 20.00 feet along the Easterly Right of Way line of Saginaw Street from the Northwest corner of Lot 47 of said Plat; thence North 75 degrees 13 minutes 16 seconds East 431.00 feet; thence South 14 degrees 32 minutes 05 seconds East 113.60 feet; thence South 75 degrees 27 minutes 55 seconds West 396.00 feet; thence North 14 degrees 32 minutes 05 seconds West 76.00 feet; thence South 75 degrees 27 minutes 55 seconds West 35.00 feet; thence North 14 degrees 32 minutes 05 seconds West 35.76 feet to the point of beginning.

Parcel 3: Part of Lot 7, also all of Lot 14, also part of Lot 15, also part of Lots 41 through 45, inclusive, also part of vacated Perry Street adjacent to same, Assessor's Plat No. 131, all described as beginning at point distant South 01 degrees 54 minutes 34 seconds East 20.51 feet and South 75 degrees 13 minutes 16 seconds West 294.22 feet from Northeast corner of Lot 26 of said Plat; thence South 14 degrees 32 minutes 05 seconds East 323.81 feet; thence South 75 degrees 27 minutes 55 seconds West 64 feet; thence North 14 degrees 32 minutes 05 seconds West 22.99 feet; thence South 75 degrees 27 minutes 55 seconds West 121 feet; thence North 14 degrees 32 minutes 05 seconds West 187 feet; thence North 75 degrees 27 minutes 55 seconds East 133 feet; thence North 14 degrees 32 minutes 05 seconds West 113.60 feet; thence North 75 degrees 13 minutes 16 seconds East 52 feet to beginning.

Parcel 4: Being all or parts of the following Lots and parcels in the City of Pontiac, Oakland County, Michigan; Lots 9, 10, 11 and 12, of Assessor's Plat No. 130, a Replat of Assessor's Plat No. 64, Crawford's Addition and Subdivision of Outlot 6, according to the plat thereof as recorded in Liber 54A, Page 71, Oakland County Records and vacated Auburn Avenue and Park Street, more particularly described as follows: Commencing at a point located Northerly 79.00 feet along the Easterly Right of Way line of Saginaw Street from the Northwest corner of Lot 16, of Assessor's Plat No. 130, a Replat of Assessor's Plat No. 64, Crawford's Addition and Subdivision of Outlot 6 (said point also being on the Northerly Right of Way line of Judson Street); thence along said Judson Street Right of Way line North 75 degrees 25 minutes 42 seconds East 100.00 feet to a point on a curve to the right having an arc of 214.75 feet; delta of 18 degrees 58 minutes 04 seconds, radius of 648.70 feet and a chord bearing and distance of North 84 degrees 54 minutes 44 seconds East 213.77 feet; thence South 85 degrees 36 minutes 14 seconds East 114.31 feet to the point of beginning; thence North 14 degrees 32 minutes 05 seconds West 185.06 feet to a point on the Southerly Right of Way line of Auburn Avenue; thence along said Right of Way line of Auburn Avenue along a curve to the left 94.59 feet, said curve having a delta of 11 degrees 09 minutes 58 seconds, radius of 485.37 feet and chord bearing and distance of South 86 degrees 31 minutes 58 seconds East 94.44 feet; thence along said Right of Way line North 87 degrees 53 minutes 06 seconds East 40.05 feet to a point on the Westerly Right of Way line of East Wide Track; thence South 04 degrees 23 minutes 46 seconds West 181.12 feet along said Westerly Right of Way line to a point on the Northerly Right of Way line of New Judson Street; thence North 85 degrees 36 minutes 14 seconds West 74.18 feet along Northerly Right of Way line of Judson Street to the point of beginning.

Parcel 5: Lots 34, 35, 36 and 37, EXCEPT that part taken for Wide Track Drive, Assessor's Plat No. 130, as recorded in Liber 54A, Page 71 of Plats, Oakland County Records

47953858.8

Tax Identification Nos.:

14-29-484-003, 14-32-227-003 and 14-32-231-009 (Parcels 2, 4 & 5)

64-14-29-484-010 and [formerly 14-32-230-004] (Parcels 1 & 3)

Exhibit "C"

Legal Description – Ottawa Tower I Building

Land in the City of Pontiac, County of Oakland, State of Michigan and legally described as follows:

Fee Parcel 1:

All or parts of the following lots and parcels in the City of Pontiac, Oakland County, Michigan: Lot numbers 5, 6, 7, 8, 10 and 11, Assessor's Plat No. 65, as recorded in Liber 1A, Page 65 of Plats, Oakland County Records and Lot numbers 31 through 39, inclusive, Assessor's Plat No. 114, as recorded in Liber 53, Page 9 of Plats, Oakland County Records, and part of Lot 7 of Subdivision of Outlots 18, 22, and 23 in the Southeast 1/4 of Section 28, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, as recorded in Liber 1, Page 3 of Plats, Oakland County Records, (shown as Detroit Grand Haven & Milwaukee Railroad, excepted from Assessor's Plat No. 114), also vacated Dawson Alley, all the aforementioned being more particularly described as follows: Beginning at a point located Northerly 79.00 feet along the Easterly right of way line of Saginaw Street and South 75 degrees 25 minutes 42 seconds West 249.58 feet along the Northerly right of way line of proposed Judson Street from the Northwest corner of Lot 16 of Assessor's Plat No. 130, as recorded in Liber 54A of Plats, Page 71, Oakland County Records; thence South 75 degrees 25 minutes 42 seconds West 108.89 feet along the Northerly right of way line of proposed Judson Street; thence North 31 degrees 27 minutes 19 seconds West 451.91 feet along the Easterly right of way line of West Wide Track to a point on the South right of way line of revised Orchard Lake Avenue; thence along the said Orchard Lake right of way line North 88 degrees 47 minutes 56 seconds East 25.00 feet and North 75 degrees 47 minutes 56 seconds East 173.34 feet to the beginning of a curve along the arc of said curve to the right 51.05 feet (delta = 13 degrees 00 minutes 00 seconds, radius = 225.00 feet, chord bearing and distance North 82 degrees 17 minutes 56 seconds East, 50.94 feet) and North 88 degrees 47 minutes 56 seconds East, 48.06 feet; thence South 14 degrees 32 minutes 05 seconds East, 66.56 feet; thence South 75 degrees 27 minutes 55 seconds West, 54.58 feet; thence South 14 degrees 32 minutes 05 seconds East, 341.81 feet to the point of beginning, known as Parcel "F". This description being parts of Urban Renewal Project Area R-44 and Urban Renewal Project Area R-20. ALSO described as: Assessor's Plat No. 65, Sections 29 and 32, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, part of Lots 5, 6, 7, and 8, part of Lots 10 and 11, ALSO part of vacated Dawson Alley, ALSO part of Lots 31, 32, 33, 34, 35, 36, 37, 38 and 39, Assessor's Plat, North 114 feet, ALSO part of Lot 7 of Subdivision of Outlots 18, 22 and 23 in Southeast 1/4 of Section 29, ALSO part of the Northeast 1/4 of Section 32 adjacent to Lot 5 of Assessor's Plat No. 65 all described as: Beginning at point distant North 14 degrees 22 minutes 45 seconds West 79.00 feet and South 75 degrees 25 minutes 42 seconds West 249.58 feet from the Northwest corner of Lot 16 of Assessor's Plat No. 130; thence South 75 degrees 25 minutes 42 seconds West 108.89 feet; thence North 31 degrees 27 minutes 19 seconds West 451.91 feet; thence North 88 degrees 47 minutes 56 seconds East 25.00 feet; thence North 75 degrees 47 minutes 56 seconds East 173.34 feet; thence along curve to right, radius 225.00 feet, chord bears North 82 degrees 17 minutes 56 seconds East 50.94 feet, distance of 51.05 feet; thence North 88 degrees 47 minutes 56 seconds East 48.06 feet; thence South 14 degrees 32 minutes 05 seconds East 66.56 feet; thence South 75 degrees 27 minutes 55 seconds West 54.58 feet; thence South 14 degrees 32 minutes 05 seconds East 341.81 feet to beginning.

DESCRIBED FOR TAXES PURPOSES AS: T3N, R10E, SEC 29 & 32 ASSESSOR'S PLAT NO 65 PART OF LOTS 5 TO 8 INCL, PART OF LOTS 10 & 11, ALSO PART OF VAC DAWSON ALLEY, ALSO PART OF LOTS 31 TO 39 INCL OF 'ASSESSOR'S PLAT N 114', ALSO PART OF LOT 7 OF 'SUB OF OUTLOTS 18, 22 & 23 IN SE 1/4 OF SEC 29', ALSO PART OF NE 1/4 OF SEC 32 ADJ TO LOT 5 OF 'ASSESSOR'S PLAT NO 65' ALL DESC AS BEG AT PT DIST N 14-22-45 W 79.00 FT & S 75-25-42 W 249.58 FT FROM NW COR OF LOT 16 OF 'ASSESSOR'S PLAT NO 130", TH S 75-25-42 W 108.89 FT, TH N 31-27-19 W 451.91 FT, TH N 88-47-56 E 25.00 FT, TH N 75-47-56 E 173.34 FT, TH ALG CURVE TO RIGHT, RAD 225.00 FT, CHORD BEARS N 82-17-56 E 50.94 FT, DIST OF 51.05 FT, TH N 88-47-56 E 48.06 FT, TH S 14-32-05 E 66.56 FT, TH S 75-27-55 W 54.58 FT, TH S 14-32-05 E 341.81 FT TO BEG.

Commonly known as 51111 Woodward Ave., Pontiac, MI 48342; Tax Identification No. 64-14-32-226-020

Parcel 2:

Part of Lot 4 and part of Lots 8, 9, 10 and 11, also part of vacated Dawson alley all described as.  
Beginning at a point of intersection of the Northerly right of way line of Judson Street as established

and the Westerly right of way line of vacated Saginaw Street; thence Westerly along the Northerly line of Judson Street 153.03 feet; thence Northerly 144.81 feet; thence Easterly 153.93 feet to a point on the Westerly line of said vacated Saginaw Street; thence Southerly along said Westerly line of vacated Saginaw Street 144.72 feet to the point of beginning. located in Assessor's Plat No. 65, as recorded in Liber 1, Page 65 of Plats, Oakland County Records.

Parcel ID No: 14-32-226-021

Exhibit "D"

Legal Description – Intentionally Deleted

## Exhibit "E"

## Legal Description – Phoenix Center Parking Garage

Land in the City of Pontiac, County of Oakland, State of Michigan and legally described as follows:

Leasehold Parcel:

Lots 8 through 13, both inclusive, part of Lots 45, 47 and 48, all of Lots 49 through 62, both inclusive, part of Lot 64, all of Lot 65, part of Lot 66, all of Lot 67, and part of Lot 68, including vacated alley adjacent to Lots 11 and 59, and including part of vacated Perry Street, of Assessor's Plat No. 44 and Lots 1 through 20, inclusive, of Eastern Addition of parts of the Southwest $\frac{1}{4}$  of Section 28 and the Southeast $\frac{1}{4}$  of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, according to the plat thereof as recorded in Uber 54A of Plats, page 65, Oakland County Records, part of Lots 4 through 14, both inclusive, of Assessor's Plat No. 130 a Replat of Assessor's Plat No. 64, Crawford's Addition, and Subdivision of Outlet No. 6 in the Northeast $\frac{1}{4}$  of Section 32, City of Pontiac, Oakland County, Michigan, according to the plat thereof as recorded in Uber 54A of Plats, page 71, Oakland County Records, including vacated part of Auburn Avenue lying North of said Assessor's Plat No. 130 a Replat of Assessor's Plat No. 64, Crawford's Addition, and Subdivision of Outlet No. 6 in the Northeast $\frac{1}{4}$  Section 32, City of Pontiac, Oakland County, Michigan, and including that part of vacated Saginaw Street lying within or adjacent to said Assessor's Plat No. 130 a Replat of Assessor's Plat No. 64, Crawford's Addition, and Subdivision of Outlet No. 6 in the Northeast  $\frac{1}{4}$  of Section 32, City of Pontiac, Oakland County, Michigan and said Assessor's Plat No. 130 a Replat of Assessor's Plat No. 44 and Lots 1 through 20, inclusive, of Eastern Addition, of parts of the Southwest $\frac{1}{4}$  of Section 28 and the Southeast $\frac{1}{4}$  of Section 29, Town 3 North, Range 10 East, City of Pontiac, Oakland County, Michigan, part of Lot 101, of Original Plat City of Pontiac, according to the plat thereof as recorded in Uber 1 of Plats, page 1, Oakland County Records, all of Lots 1, 2 and 3, and part of Lots 4 and 5, including part of vacated Dawson Alley, of Assessor's Plat No. 65, according to the plat thereof as recorded in Uber 1 of Assessor's Plats, page 65, Oakland County Records, and part of Lot 8, all of Lots 9, 10 and 11, part of Lots 12, 13 and 14, and part of Lots 35, 38 and 39, including part of vacated Patterson Avenue, of Assessor's Plat No. 114, a Replat of Subdivision of Outlets 18, 22 & 23 in the Southeast $\frac{1}{4}$  of Section 29, according to the plat thereof as recorded in Uber 53 of Plats, page 9, Oakland County Records, all described as: Beginning at a point distant South 14 degrees 36 minutes 54 seconds East, 360.29 feet from the Northeast corner of Lot 96 of Original Plat City of Pontiac; thence North 75 degrees 13 minutes 16 seconds East, 94.87 feet; thence South 14 degrees 32 minutes 05 seconds East, 35.76 feet; thence North 75 degrees 27 minutes 55 seconds East, 35.00 feet; thence South 14 degrees 32 minutes 05 seconds East, 76.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 263.00 feet; thence South 14 degrees 32 minutes 05 seconds East, 187.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 121.00 feet; thence South 14 degrees 32 minutes 05 seconds East, 579.77 feet; thence North 85 degrees 36 minutes 11 seconds West, 107.83 feet; thence North 14 degrees 32 minutes 05 seconds West, 181.79 feet; thence South 75 degrees 27 minutes 55 seconds West, 124.91 feet; thence North 14 degrees 32 minutes 05 seconds West, 2.42 feet; thence South 75 degrees 27 minutes 55 seconds West, 64.00 feet; thence South 14 degrees 32 minutes 05 seconds East, 2.42 feet; thence South 75 degrees 27 minutes 55 seconds West, 128.00 feet; thence South 14 degrees 30 minutes 01 second East, 144.67 feet; thence South 75 degrees 25 minutes 42 seconds West, 96.55 feet; thence North 14 degrees 10 minutes 39 seconds West, 144.72 feet; thence South 75 degrees 27 minutes 55 seconds West, 153.93 feet; thence North 14 degrees 32 minutes 05 seconds West, 197.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 54.58 feet; thence North 14 degrees 32 minutes 05 seconds West, 245.00 feet; thence South 75 degrees 27 minutes 55 seconds West, 64.00 feet; thence North 14

degrees 32 minutes 05 seconds West, 159.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 67.00 feet, thence North 14 degrees 32 minutes 05 seconds West, 52.00 feet; thence North 75 degrees 27 minutes 55 seconds East, 97.14 feet; thence North 14 degrees 36 minutes 54 seconds West, 8.35 feet to the Point of Beginning.

Easement Parcel for the benefit of Fee Parcel 1 and Leasehold Parcel 4:

Easements created limited and defined by Declaration of Easements by the City of Pontiac recorded in Uber 7788, Page 1, as modified by Release of Easement as recorded in Uber 46877, Page 480, and further modified by Amendment to Declaration of Easements recorded in Liber 52433, Page 741, Oakland County Records.

Commonly known as Phoenix Center Parking Garage

Exhibit "F"

Leases

**Ottawa I Building / Ottawa Tower Property  
51111 Woodward , Pontiac, Oakland County, Michigan 48342**

<b>Units</b>	<b>Lessee</b>	<b>Lease Type</b>	<b>Area</b>
100, 200, 300, 400	DEPARTMENT OF HUMAN SERVICES	Office Gross	67,322.00
110	DEPARTMENT OF LICENSING & REGULATION	Retail Gross	5,700.00
150	HISPANIC ASD SERVICES OF MICHIGAN LLC	Office Gross	3,000.00
410	DEPARTMENT OF HUMAN SERVICES	Office Gross	13,517.00
500	DEPARTMENT OF HUMAN SERVICES	Office Gross	25,317.00
704A6	E-COMMUNITY OUTREACH SERVICES	License Agreement	200.00
720	OAKLAND LITERACY COUNCIL	Office Gross	4,113.00
725	HONORABLE SENATOR GARY PETERS	Office Gross	800.00
775	VANSTONE INJURY LAW, PLLC	License Agreement	350.00

Exhibit "F-1"

Rent Roll

Rent Roll

Property: 5111wood From Date: 05/17/2023 By: Property

Property	Unit(s)	Lease	Lease Type	Area	Lease From	Lease To	Term	Monthly Rent	Monthly Rent Per Area	Annual Rent	Annual Rent Per Area	Annual Rec. Per Area	Annual Misc Per Area	Security Deposit	LOC Amount/ Bank Guarantee
<b>5111wood - Ottawa Tower, Pontiac</b>															
<b>Current Leases</b>															
5111wood	100, 200, 300, 400	DEPARTMENT OF HUMAN SERVICES	Office Gross	67,322.00	04/01/2013	03/31/2024	132	86,957.58	1.29	1,043,490.96	15.50	0.00	0.00	0.00	0.00
5111wood	110	DEPARTMENT OF LICENSING & REGULATION	Retail Gross	5,700.00	07/01/2013	06/30/2023	120	6,650.00	1.17	79,800.00	14.00	0.00	0.00	0.00	0.00
5111wood	150	HISPANIC ASD SERVICES OF MICHIGAN LLC	Office Net	3,000.00	06/15/2022	09/14/2025	39	3,000.00	1.00	36,000.00	12.00	0.00	1.25	3,375.00	0.00
5111wood	410	DEPARTMENT OF HUMAN SERVICES	Office Gross	13,517.00	09/01/2013	10/31/2023	122	15,769.83	1.17	189,237.96	14.00	0.00	0.00	0.00	0.00
5111wood	500	DEPARTMENT OF HUMAN SERVICES	Office Gross	25,317.00	05/01/2017	10/31/2032	186	34,494.41	1.36	413,932.92	16.35	0.00	0.00	0.00	0.00
5111wood	704A6	E-COMMUNITY OUTREACH SERVICES	License Agreement	200.00	11/01/2022		0	300.00	1.50	3,600.00	18.00	0.00	0.00	0.00	0.00
5111wood	720	OAKLAND LITERACY COUNCIL	Office Gross	4,113.00	04/01/2023	09/30/2028	66	2,056.50	0.50	24,678.00	6.00	0.00	1.35	5,506.29	0.00
5111wood	725	HONORABLE SENATOR GARY PETERS	Office Gross	800.00	08/12/2022	01/02/2027	53	1,389.69	1.74	16,676.28	20.85	0.00	0.00	0.00	0.00
5111wood	775	VANSTONE INJURY LAW, PLLC	License Agreement	350.00	02/01/2023	01/31/2024	12	350.00	1.00	4,200.00	12.00	0.00	0.00	0.00	0.00
5111wood	115A	VACANT		400.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5111wood	600	VACANT		25,317.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5111wood	700	VACANT		19,504.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5111wood	700A	VACANT		350.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5111wood	800	VACANT		25,000.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5111wood	800A	VACANT		317.00			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total Current</b>				<b>191,207.00</b>				<b>150,968.01</b>	<b>0.79</b>	<b>1,811,818.12</b>	<b>9.47</b>	<b>0.00</b>	<b>0.05</b>	<b>8,881.29</b>	<b>0.00</b>
	<b>Total Units</b>	<b>Total Area</b>	<b>Percentage</b>	<b>Monthly Rent</b>	<b>Annual Rent</b>										
Occupied	12	120,319.00	62.92	150,968.01	1,811,818.12										
Vacant	6	70,888.00	37.07	0.00	0.00										
<b>Total</b>	<b>18</b>	<b>191,207.00</b>		<b>150,968.01</b>	<b>1,811,818.12</b>										

Exhibit "F-2"

Tenant Defaults

None.

Exhibit "G"

Property Information

1. Refer to Data Room provided by Seller to Purchaser

Exhibit "H"

Environmental Reports

Refer to Data Room provided by Seller to Purchaser

Exhibit "I"  
Tenant Estoppel

**ESTOPPEL LETTER**

\_\_\_\_\_, 2023

FARBMAN ACQUISITION, LLC  
28400 Northwestern Highway  
Fourth Floor  
Southfield, Michigan 48034

**Re: Lease dated [Date] between [Tenant Name] (the “Tenant”) and [Landlord Name] (the “Property Owner”) (the “Lease”)  
[Property Unit, Address or other Description] (the “Leased Premises”)**

Ladies and Gentlemen:

Reference is made to the above captioned Lease. The undersigned hereby certifies to (i) FARBMAN ACQUISITION, LLC, a Michigan limited liability company, and its respective designees, mortgagees, successors and assigns (collectively, “Purchaser”) as a prospective purchaser of certain properties, which include an interest in the above referenced Leased Premises and (ii) [Name of Lender], and its successors and assigns (collectively, “Lender”), and agrees as follows, recognizing that Purchaser and Lender will rely on the information contained herein:

1. The Lease is in full force and effect and has not been amended, modified, supplemented, or superseded; no other agreement exists between the above captioned Tenant and Property Owner.
2. Neither the Tenant nor Property Owner is in default under the Lease and no event has occurred which, with the passage of time or the giving of notice or both, would constitute a default by the Property Owner or Tenant under the Lease. There is no defense, offset, claim or counterclaim by or in favor of Tenant against the Property Owner under the Lease or against the obligations of Tenant under the Lease.
3. Property Owner and Tenant have performed all of their respective obligations, under the Lease through the date hereof. Without limiting the generality of the foregoing, all improvements currently made to or erected upon the Leased Premises fully comply with the provisions of the Lease and the Property Owner’s use of the Leased Premises fully complies with the provisions of the Lease.
4. All amounts required to be paid to Property Owner pursuant to the Lease have been paid in full through the date of this letter. The Tenant is required to pay \$[ ] on a [ ] basis.
5. The person executing this certificate on behalf of the undersigned, where applicable is an officer of the undersigned, is authorized to make the statements contained herein and to execute and deliver this certificate.
6. The undersigned acknowledges that this certificate may be relied on by any entity which acquires the Leased Premises or an interest therein, as well as any mortgage lenders with whom it or they may be dealing in connection with the acquisition, financing or refinancing of all or any portion of the Leased Premises and their successors and assigns.

7. To the extent more than one signature is required herein, this Estoppel Certificate may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. This Estoppel Certificate may be executed in telecopy (facsimile) and electronic (e-mail) copies and facsimile and electronic signatures shall constitute an original and be binding on the parties hereto.

[Signature Page Follows]

Sincerely,

[ \_\_\_\_\_ ]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit "J"

Disclosures

None.