

OFFER TO PURCHASE REAL ESTATE

1. THE UNDERSIGNED Purchaser, Infinity Homes, Inc., doing business as Infinity Homes & Co., on behalf of an entity to be formed, hereby offers and agrees to purchase the following real property situated in the City of Westland, Wayne County, Michigan, described as follows:

20.73 +/- acres of land located at the Northeast corner of Hubbard Road and Ann Arbor Trail and the Northwest Corner of Ritz and Ann Arbor Trail, Westland, Michigan, Sidwell Numbers 56-009-02-0574-301 (7.387 acre parcel) and 56-009-99-008-701 (13.373 acre parcel), more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all improvements and appurtenances, if any, now on the Premises, subject to existing building and use restrictions and easements, if any, and zoning ordinances upon the following conditions:

THE SALE TO BE CONSUMMATED BY LAND CONTRACT: The purchase price for the Premises shall be the sum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) (the "Purchase Price"). The Purchase Price shall be paid in accordance with the terms and conditions contained in the form of Land Contract attached hereto as **Exhibit F**, which Land Contract shall be executed and delivered by Seller and Purchaser at Closing.

2. As evidence of title, Seller agrees to furnish Purchaser as soon as possible a Commitment for Title Insurance (the "Commitment"), issued by First Centennial Title Agency, Inc. of Mid-America (the "Title Company") in an amount not less than the Purchase Price bearing date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser. If Purchaser desires Seller to furnish Purchaser with a Commitment "without the standard survey exceptions," Purchaser shall be responsible to obtain a survey within ninety (90) days of the Date of this Offer and verify that said survey is sufficient to allow the Title Company to issue such a Commitment. Once said survey is obtained and accepted by Seller, the legal description in the survey shall update **Exhibit A** and become the legal description of the Premises. Upon Closing, Seller shall pay for and order a title insurance policy consistent with the Commitment which Seller shall have updated to the date of Closing. In consideration of Seller agreeing to change title companies, Purchaser shall issue a check at Closing in the amount of \$420.00 made payable to the Seaver Title Agency to reimburse the Seller/Seaver Title Agency for the cost of the commitment already obtained.

3. In the event of default of the terms and conditions of this Offer by the Purchaser hereunder, the Seller may, at its option, elect to enforce the terms hereof by specific performance or declare a breach hereunder, terminate this Offer and retain the Earnest Money Deposit as liquidated damages. To the extent the Earnest Money Deposit is held in escrow by the Title Company, the Seller shall be entitled to an immediate release of such funds from escrow.

4. In the event of default of the terms and conditions of this Offer by the Seller hereunder, the Purchaser may, at its option, elect to enforce the terms hereof by specific performance or demand, and be entitled to, an immediate refund of its entire Earnest Money Deposit in full termination of this Offer.

5. If written objection to the Title is made within thirty (30) days of delivery of the Commitment, that the Title is not in the condition required for performance hereunder, the Seller shall have thirty (30) days from the date it receives notice in writing of the particular defects claimed either to: (1) remedy the title defects set forth in said written notice, although Seller shall have no obligation to cure or to obtain insurance over such defects, or (2) refund the Earnest Money Deposit in full termination of this Offer. Notwithstanding the above, Purchaser may, at any time during the thirty (30) day cure period, waive the conditions of this Paragraph 5 and accept the title in its "As Is" condition. If the Seller is able to remedy such defects within the time specified as evidenced by written notification, a revised Commitment or endorsement to the Commitment, the Purchaser agrees to complete the sale within ten (10) days of receipt thereof or upon the Closing date set forth in Paragraph 13.

6. All special assessments which have been levied and due and payable upon the Premises as of the Date of this Offer shall be paid by the Seller. All special assessments which are levied and due and payable after the date of Closing shall be paid by the Purchaser. All real property taxes on the Premises shall be prorated and adjusted as of the date of Closing in accordance with DUE DATE basis of the municipality or taxing unit in which the Premises is located, under the assumptions that taxes are paid in advance and that summer and winter taxes are due and payable July 1 and December 1 respectively. Water and other utility bills shall be prorated and adjusted as of the date of Closing. The Seller shall be responsible for the payment of any applicable transfer taxes associated with this transaction and the Purchaser shall be responsible for all applicable recording fees, including, but not limited to, the fees required for recording the Warranty Deed. Other Closing costs will be split equally between Purchaser and Seller and reflected on the final Closing Statement.

7. It is understood that this Offer is irrevocable for forty five (45) days from the date hereof. If this Offer is accepted by the Seller, the Purchaser agrees to complete the purchase of the Premises within the time indicated in Paragraph 13.

8. Within three (3) business days of the Date of this Offer, Purchaser shall deposit the sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars (the "Earnest Money Deposit") to be held in escrow by the Title Company, as escrow agent, pursuant to the form of Escrow Agreement attached hereto as **Exhibit D**, and applied to the Purchase Price if the sale is consummated. The Title Company shall not be responsible to the Purchaser for any interest associated with the subject Earnest Money Deposit.

9. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

10. This Offer and all of Purchaser's obligations hereunder are contingent upon all of the following:

A. Purchaser's satisfaction with the Premises following Purchaser's testing, analysis, inspection and evaluation of the Premises ("Purchaser's Evaluations"). Purchaser shall have one hundred eighty (180) days after the Date of this Offer ("Inspection Period") in which to conduct such investigations, evaluations and testing of the Premises (both above ground and below ground) as Purchaser deems appropriate in order to determine if the Premises are satisfactory and suitable for Purchaser's intended use and enjoyment. Purchaser's Evaluations may include, but shall not be limited to: (i) a physical inspection of all aspects of the Premises; (ii) an environmental analysis and investigation of the Premises; (iii) an analysis of the availability of any federal, state or local tax abatements or property tax reductions for the Premises; (iv) a verification that there are no existing special assessments affecting the Premises; (v) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer and telephone services and systems; (vi) making soil tests, borings and other engineering, environmental and architectural tests and evaluations; (vii) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Premises; and (viii) analyzing the results of any survey. Upon completion of Purchaser's Evaluations, Purchaser shall, at its sole cost and expense, restore the Premises to a condition as good as its condition prior to such Purchaser's Evaluations. Notwithstanding the foregoing, Purchaser agrees to conduct all of its physical inspections of the Premises, including, but not limited to, a Phase I, soil testing and any other above and below grade testing, review of title work to confirm marketable title, schedule and hold meetings with local and county municipalities having jurisdiction over the use of the Premises regarding current and future uses within the first one hundred twenty (120) days of the Inspection Period. During the term of the Inspection Period and at all times prior to Closing, Purchaser, its employees, agents, representatives, engineers, inspectors and surveyors (collectively "Representatives"), shall have the right of access to the Premises at all times for the purposes of performing Purchaser's Evaluations provided Purchaser has executed the attached Release and marked as **Exhibit B** and obtained such a Release from its Representatives. Purchaser shall indemnify, defend and hold Seller free and harmless from and against any liability arising therefrom except as caused by the acts or omissions of Seller or Seller's agents and employees.

B. In the event that Purchaser is dissatisfied with the results of Purchaser's Evaluations and Purchaser has notified Seller in writing prior to the expiration of said Inspection Period, Purchaser shall have the option to rescind and terminate this Offer without penalty or liability, and Seller shall return all of Purchaser's Earnest Money Deposit paid as of that time, provided that Purchaser delivers to the Seller,

free of charge, a copy of, in both electronic and hard copy formats, any and all documents, engineering plans, construction drawings, reports, assessments, surveys or site plans and any other work product prepared by, or on behalf of, Purchaser in accordance with this Paragraph 10 or for the development of the Premises (the "Documents") and shall represent and warrant to the Seller that upon delivery of the Documents that the Documents are assigned to Seller and/or the Seller has permission from any and all other preparers of the Documents, to use the same in connection with the Premises. All of Purchaser's Evaluations shall be performed at the Purchaser's sole cost and expense. At any time during the Inspection Period, Purchaser may elect to purchase the Premises for the Purchase Price, less the Earnest Money Deposit, by notifying the Seller in writing, and the Closing shall take place in accordance with Paragraph 13.

C. At the expiration of the Inspection Period, there will be one (1) one hundred eighty (180) day extension period available to Purchaser ("Extension Period"). At the commencement of the Extension Period, the Earnest Money Deposit shall become non-refundable to Purchaser, and shall be released from Escrow and paid by the Title Company to Seller regardless of the status of Purchaser's pursuit of the Government Approvals, but shall be applied toward the Purchase Price in the event of Closing. This Extension Period shall be deemed automatically exercised by Purchaser unless Purchaser shall give written notice to Seller prior to the expiration of the Inspection Period, that Purchaser is electing its right to terminate this Offer. If Purchaser elects to exercise the Extension Period, Purchaser agrees to waive all contingencies enumerated in Paragraphs 10(A) and (B) above, except that Purchaser may solely use the Extension Period in which to continue to pursue all necessary governmental approvals from the City of Westland or other governmental entities having jurisdiction over the Premises (hereinafter collectively referred to as the "Governmental Approvals") subject to any existing structures that remain on the Premises. Purchaser shall use its best efforts to obtain all necessary Governmental Approvals and agrees to commence the Governmental Approvals process and apply for all necessary Governmental Approvals within one hundred eighty (180) days of the Date of this Offer. As part of these Governmental Approvals, Purchaser agrees that it shall secure, at its sole cost and expense, all necessary site plans and other engineering drawings and documentation necessary for the Purchaser to submit to the City of Westland or other governmental agencies having jurisdiction over the Premises to obtain the Governmental Approvals. In the event all Governmental Approvals have not been secured prior to the expiration of the Extension Period, Seller and Purchaser agree that if the Purchaser does not obtain the Governmental Approvals within the Extension Period, Purchaser may terminate this Offer and if terminated, Seller shall be entitled to retain the Earnest Money Deposit, provided Purchaser shall provide to Seller, free of charge, the Documents referenced in Paragraph 10(B) above.

D. PURCHASER ACKNOWLEDGES THAT ONCE THE INSPECTION PERIOD AND THE EXTENSION PERIOD, IF ANY, EXPIRE, PURCHASER HAS ACCEPTED THE PREMISES PURSUANT TO THIS PARAGRAPH AND

PURCHASER TAKES THE PREMISES "AS IS". EXCEPT AS PROVIDED IN PARAGRAPHS 11 AND 12 BELOW, SELLER HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, EXTERIOR (E.G., SOIL, SURFACE WATER AND GROUNDWATER) CONDITIONS OF THE PREMISES, EASEMENTS, BUILDING AND USE RESTRICTIONS, AVAILABILITY OF UTILITIES, OR ANY OTHER MATTER CONTEMPLATED IN THIS PARAGRAPH 10, AND THAT PURCHASER ASSUMES ALL RESPONSIBILITY FOR ANY INJURIES, CONDITIONS OR DAMAGES CAUSED BY ANY SUCH MATTERS UPON TRANSFER OF TITLE. EXCEPT AS SPECIFICALLY PROVIDED IN THIS OFFER, UPON CLOSING, PURCHASER WAIVES AND RELEASES SELLER FROM ALL CLAIMS OR CAUSES OF ACTION THAT PURCHASER MAY NOW OR HEREAFTER HAVE, KNOWN OR UNKNOWN, AGAINST SELLER RELATING TO THE PREMISES, THIS OFFER OR ARISING UNDER ANY FEDERAL, STATE, OR LOCAL LAW, REGULATION, ORDINANCE, OR CODE THAT RELATES TO THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PREMISES.

E. This Offer is contingent upon Purchaser closing on another piece of real property owned by the School District being: 5.08 +/- acres of vacant land located at 33344 Ann Arbor Trail, Westland Michigan, Sidwell Number 50-013-02-0001-000. If the Purchaser does not close on such other property, the Seller may terminate this Offer immediately and be entitled to retain the Earnest Money Deposit hereunder. In that event, the Title Company shall release the Earnest Money Deposit in Escrow to Purchaser.

11. Seller represents and warrants, and this representation shall survive the Closing for a period of six (6) months only, that, to the best of its present knowledge, without any independent inquiry, investigation or testing for Hazardous Materials or any other matter:

A. The Premises are free of Hazardous Materials to the extent that any such presence of Hazardous Materials would have a material adverse effect on the Premises, Purchaser understands and acknowledges that Seller has not conducted, nor shall Seller be obligated to conduct, Phase I or Phase II investigations of the Premises. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The

Hazardous Materials Transportation Act, (47 USC §§ 1801 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended; and

B. Seller has not used the Premises for the purpose of using, generating, manufacturing, transporting, treating, storing, processing, disposing, discharging, emitting or releasing Hazardous Materials, except for Hazardous Materials which are used in the ordinary course of the Seller's business in a manner which is in material compliance with Environmental Laws.

12. Seller represents and warrants that to the best of its present knowledge there are no judicial or administrative proceedings pending or threatened against the Premises and Seller is not aware of any facts which might result in any action, suit or other proceedings

13. If this Offer is accepted by Seller and if Title can be conveyed in the condition required within this Offer, Purchaser agrees to complete the sale and close within fifteen (15) days of the earlier of: (i) Purchaser's satisfaction of the conditions listed in Paragraph 10 of the Offer; or (ii) June 15, 2018 (the "Closing"). As such, notwithstanding the timelines contained in Paragraph 10 above, the Closing of this transaction must occur on or before June 15, 2018. By the execution of this instrument the Purchaser acknowledges the receipt of a copy of this Offer. The Closing of this sale shall take place at the office of the Title Company or as otherwise agreed to by the parties.

14. Purchaser shall indemnify, defend and hold Seller including its Board of Education (in their official and individual capacities), administrators, employees and agents, harmless from any claims, suits, damages, costs, injuries, losses and any expenses resulting and arising from and out of Purchaser's or its officers, directors, agents and/or employees' occupancy, possession, use, evaluations and ownership of the Premises herein during the time this Offer is in existence except for such matters arising from the acts or negligence of Seller or Seller's agents and employees.

15. Seller acknowledges that it has retained the services of Great Northern Consulting Group in negotiating the sale of the Premises and Seller acknowledges its responsibility to pay Great Northern Consulting Group any fees associated with Great Northern Consulting Group's participation in this transaction. Seller further represents and warrants that no other broker or real estate agency is involved in the negotiation or consummation of this transaction. Purchaser warrants and represents to Seller that it is not obligated to pay any fee or commission to any broker or real estate agency in the negotiation or consummation of this transaction. To the extent permitted by law, each party agrees to indemnify and defend the other and hold the other harmless from any expense, claim or cause of action arising out of the breach of the foregoing warranty.

16. From and after the Date of this Offer, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may tend to jeopardize or lessen Seller's interest in or the condition of the Premises without first obtaining prior written consent from Seller. If Seller approves of any such zoning change or proceeding affecting the Premises, Purchaser shall keep Seller informed of the progress of any such zoning change or proceeding and supply Seller with copies of any and all relevant approvals and documents applicable to such zoning change and/or proceeding. Seller shall reasonably cooperate with Purchaser, at no cost or expense to Seller, by executing applications and other such documents, as the owner of the Premises, which may be reasonably requested by the Purchaser in connection with Purchaser obtaining its Governmental Approvals hereunder.

17. For the purposes of the transaction contemplated by this Offer, the "Date of this Offer" is the date of acknowledgment of the signature of the last party to sign this Offer. Once the Seller accepts Purchaser's Offer, this Offer To Purchase Real Estate shall hereinafter be referred to as the "Offer."

18. Whenever in this Offer it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

19. No waiver of any of the provisions of this Offer shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. This Offer shall be governed by and construed in accordance with the laws of the State of Michigan regardless of whether any party may or hereafter become domiciled in another state. Venue shall be Wayne County, Michigan.

21. This Offer may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement binding upon the parties. This Offer may be executed by the parties and may be effective when sent by facsimile.

22. This Offer along with all attachments constitutes the entire agreement of the parties regarding the subject matter herein and supersedes and terminates any and all prior or contemporaneous agreements, representations, understandings or dealings between the parties, either oral or written. This Offer may be amended only by a writing signed by the parties.

23. Notwithstanding anything contained herein to the contrary, Purchaser, at its sole cost and expense, shall be obligated to develop and use the Premises in accordance with the planned use and concept attached hereto and made a part hereof as **Exhibit C** (the "Concept Plan"). The Concept Plan, subject to municipal approval, is an indication of what Purchaser intends to develop and may be only altered based on municipal feedback and requirements as well as reasonable value engineering. In the event Seller does not respond to Purchaser within such ten (10) day period, Purchaser's plans for the submission shall be deemed approved. To ensure Purchaser's development of the Premises in accordance with the Concept Plan, Purchaser shall provide Seller with copies of any and all documents that it plans to submit to the City of Westland or any other governmental agency having jurisdiction over the Premises at least ten (10) days prior to such submission to allow

Seller the opportunity to review such documents for compliance with this Paragraph and this Offer. These obligations of Purchaser shall survive the Closing. If the Concept Plan is modified substantially by the Purchaser, the Seller shall have a right to approve the modified concept plan or terminate this Offer and retain the Earnest Money Deposit.

24. Purchaser shall have the right to assign its rights hereunder to an entity to be formed; provided that, such entity to be formed shall be managed or controlled by Purchaser. In the event of such assignment, Purchaser shall notify Seller in writing and complete such assignment no later than five (5) calendar days prior to the Closing, pursuant to the form of Assignment attached hereto as **Exhibit E**.

25. Seller acknowledges receipt from the Purchaser of the Earnest Money Deposit above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

IN THE PRESENCE OF:

PURCHASER:
INFINITY HOMES, INC., doing business as
INFINITY HOMES & CO., on behalf of an entity
to be formed

By: _____
Rino J. Soave

By: _____
Leo Soave

Date: _____

IN THE PRESENCE OF:

SELLER:
LIVONIA PUBLIC SCHOOLS

By: _____

Its: _____

Date: _____

EXHIBIT A

LEGAL DESCRIPTION

Land situated in the City of Westland, Wayne County, Michigan, and described as follows:

Parcel 1:

Outlot A, Boulevard Gardens Subdivision No. 2, part of the Northeast 1/4 of Section 3, Town 2 South, Range 9 East, Nankin Township, Wayne County, Michigan, as recorded in Liber 78, Pages 51, 52 and 53, Wayne County Records, EXCEPT beginning at the Northwest corner of Outlot A, Boulevard Gardens Subdivision No. 2, Nankin Township, Wayne County, Michigan, as recorded in Liber 78, Pages 51, 52 and 53, Wayne County Records, and proceeding Southerly along the West line of said Outlot, 110.0 feet; thence North 89 degrees 2 minutes 7 seconds East to an East line of said Outlot; thence Northerly along said East line to the intersection of the East and a South line of said Outlot; thence Easterly along said South line 320.11 feet to the intersection of the South and an East line of said Outlot; thence Northerly along said East line 136.17 feet to the intersection of the East and North lines of said Outlot; thence Westerly along said North line 965.61 feet to the point of beginning.

Parcel 2:

Beginning at a point on the East and West 1/4 line of Section 3, Town 2 South, Range 9 East, Nankin Township, Wayne County, Michigan, said point being 821.46 feet South 89 degrees 57 minutes 09 seconds East of the center 1/4 corner of said Section; thence North 01 degrees 02 minutes 09 seconds West, 310.66 feet; thence North 89 degrees 57 minutes 09 seconds West and parallel to the East and West 1/4 line of said Section, 140.24 feet; thence North 00 degrees 52 minutes 49 seconds West, 367.25 feet; thence South 89 degrees 51 minutes 32 seconds East, 320.59 feet; thence South 00 degrees 51 minutes 09 seconds East, 677.93 feet to the East and West 1/4 line of said Section; thence North 89 degrees 57 minutes 09 seconds West along said 1/4 line, 179.18 feet to the place of beginning, said parcel of land being a part of the Northeast 1/4 of said Section 3.

Parcel 3:

A parcel of land located in the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 3, Town 2 South, Range 9 East, more particularly described as follows: Beginning at a point which is North 89 degrees 28 minutes 50 seconds East, 1333.82 feet, and South 00 degrees 46 minutes 19 seconds East, 1353.89 feet from the North quarter corner of Section 3, said point being the Northeast corner of the parcel herein described; thence continuing South 00 degrees 46 minutes 19 seconds East, 1356.01 feet to the East and West 1/4 line of said Section 2; thence North 89 degrees 55 minutes 30 seconds West, 321.77 feet along said East and West quarter line to a point; thence North 00 degrees 46 minutes 19 seconds West, 1352.66 feet to a point; thence North 89 degrees 28 minutes 50 seconds East, 321.74 feet to the point of beginning. Said parcel is also known as the South 1/2 of the East 1/2 of the East 1/2 of the West 1/2 of the Northeast 1/4 of Section 3.

Parcel 4:

That part of the Northeast 1/4 of Section 3, Town 2 South, Range 9 East, Nankin Township, Wayne County, Michigan, described as beginning at a point distant South 89 degrees 55 minutes 30 seconds East, 431.22 feet measured on the East and West 1/4 line of said Section 3 and North 0 degrees 57 minutes 37 seconds West, 310.70 feet from the center 1/4 corner of said Section 3; thence North 0 degrees 57 minutes 37 seconds West 85.30 feet; thence South 89 degrees 55 minutes 30 seconds East 110.00 feet; thence South 0 degrees 57 minutes 37 seconds East 85.30 feet; thence North 89 degrees 55 minutes 30 seconds West 110.00 feet to the point of beginning.

Sidwell Nos: 56-009-99-008-701 (13.373 acre parcel)
56-009-02-0574-301 (7.387 acre parcel)

EXHIBIT B

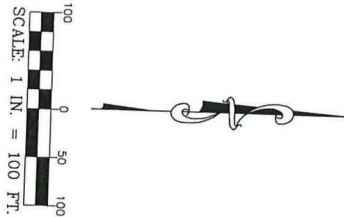
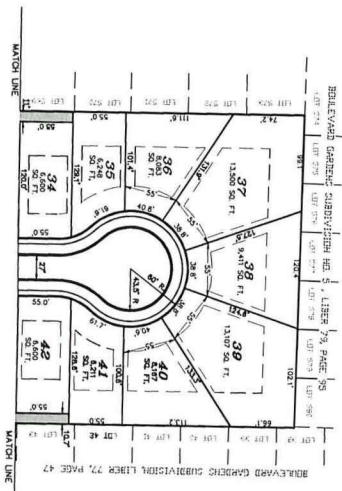
RELEASE AND HOLD HARMLESS

The undersigned, in consideration of the permission of LIVONIA PUBLIC SCHOOLS (“Owner”) to enter upon the Premises owned by the Owner for purposes of inspecting the subject Premises in the furtherance of the undersigned’s relationship with any prospective purchaser of real property of the Owner, does hereby release and hold the Owner harmless from any and all damages, losses, liabilities, expenses, costs (including attorney fees) and claims incurred by the undersigned resulting in any way from the undersigned’s entering upon and inspecting any real property owned by the Owner except as may arise from the acts or omissions of Owner or Owner’s agents or employees.

WITNESSES:

EXHIBIT C

PURCHASER'S CONCEPT PLAN



SITE DATA
 PROJECT NO. 2015-02-0874-001,
 DISTRICT ZONING: R-5
 DISTRICT: 2012 AC 0.78 ± ACBS.
 MIN. LOT WIDTH: 60 FT.
 MIN. LOT AREA: 120 FT.
 FRONT SETBACK: 15 FT.
 REAR SETBACK: 15 FT.
 SIDE SETBACK: 15 FT. TOTAL
 PROPOSED USE: SINGLE FAMILY RESIDENTIAL
 PROPOSED DENSITY: 20.2 AC/78 ± ACBS.
 PROPOSED LOT AREA: 138 ACBS.
 PROPOSED LOT WIDTH: 15 FT.
 PROPOSED LOT DEPTH: 19 FT. TOTAL
 PROPOSED LOT AREA: 138 ACBS.
 PROPOSED LOT WIDTH: 15 FT. TOTAL
 PROPOSED LOT DEPTH: 19 FT. TOTAL

ALL LOTS WILL BE PROVIDED WITH PUBLIC WATER AND SANITARY SEWER. ALL LOTS WILL BE PROVIDED WITH CONCRETE DRIVE AND SLIP DISCHARGE. THE DRIVE PROJECT SHALL BE THE CITY OF WESTLAND LANDSCAPING AND MAINTENANCE.

NOTE
 THIS CONCEPTUAL PLAN WAS PREPARED BY ARPEE/DONNAN, INC. AND IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF ARPEE/DONNAN, INC. DATE: 12/29/2017

CONCEPTUAL PLAN
PROPOSED SINGLE FAMILY DEVELOPMENT
 PART OF THE NORTHEAST 1/4 OF SECTION 3, T. 2 S., R. 9 E., CITY OF WESTLAND WAYNE COUNTY, MICHIGAN

ARPEE/DONNAN, INC.
 LAND SURVEYING • ENGINEERING • MAPPING
 32233 SCHOOLCRAFT ROAD, SUITE 103
 LIVONIA, MICHIGAN 48150
 PHONE (734) 953-3355 FAX (734) 953-3324

PREPARED FOR
INFINITY HOMES
 42400 GRAND RIVER AVE.
 NOVI, MICHIGAN 48375
 (248) 449-8074

DATE	12/29/2017
PRINTED BY	ARPEE/DONNAN
CHECKED BY	ARPEE/DONNAN
FILE NO.	2015-02-0874-001
DATE	12/29/2017
PRINTED BY	ARPEE/DONNAN
CHECKED BY	ARPEE/DONNAN
FILE NO.	2015-02-0874-001

SH. 1

EXHIBIT D

ESCROW AGREEMENT

No.: _____

First Centennial Title Agency, Inc. of Mid-America
14891 Farmington Road, Suite 100
Livonia, Michigan 48154

Re: “Seller”: Livonia Public Schools
 “Purchaser”: Infinity Homes, Inc., d/b/a Infinity
 Infinity Homes & Co., on behalf of
 an entity to be formed
 “Property”: See Description in Attached Offer To
 Purchase Real Estate – 20.73 +/- acres
 of land

Deposited with you herewith are the following:

1. Check in the amount of \$50,000.00; and
2. Offer To Purchase Real Estate (“Offer”) dated _____, 2017 between the
 captioned Seller and Purchaser.

The deposited monies represent the Earnest Money Deposit recited in the Offer.

The Offer recited above is hereby incorporated by reference. The deposited monies are to be held by you for delivery under the following terms and conditions:

You are authorized and directed to release the deposited monies in accordance with the terms of the Offer or any other written instructions signed by SELLER and PURCHASER and to accept additional deposits required to be paid by Purchaser under the Offer. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery and amount.

In the event of a dispute as to the disposition of the deposited monies you are authorized and directed to follow one of the following courses of action, which action you shall take at your sole discretion:

1. You may hold the deposited monies until you are in receipt of either:
 - a) written instructions signed by the SELLER and PURCHASER which shall direct and authorize the disposition of the deposited monies.
 - b) an Order of a Court of Competent Jurisdiction which constitutes a final determination as to the disposition of the deposited monies.

Upon making such delivery, and performance of any other services included above, you will thereupon be released and acquitted from any further liabilities concerning the deposit, it being expressly understood that such liability in any event is limited by the terms and conditions set forth herein. By acceptance of this agency, you are in no way assuming responsibility for the validity or authenticity of the subject matter of the deposit.

In the event that your duties under this Escrow Agreement shall conflict with any provision of the Offer, this Escrow Agreement shall control. The Earnest Money Deposit recited above shall be held by First Centennial Title Agency, Inc. of Mid-America.

In the event of litigation affecting your duties relating to these deposits, we agree to reimburse you for any reasonable expenses incurred, including attorney fees.

Any changes in the terms or conditions hereof may be made only in writing signed by all parties or their duly authorized representatives.

SELLER:

LIVONIA PUBLIC SCHOOLS

BY: _____

ITS: _____

DATE: _____

PURCHASER:

**INFINITY HOMES, INC., DOING BUSINESS AS
INFINITY HOMES & CO., ON BEHALF OF AN
ENTITY TO BE FORMED**

By: _____
Rino J. Soave

By: _____
Leo Soave

DATE: _____

We hereby accept the above escrow deposit under the terms and conditions therein set forth.

**FIRST CENTENNIAL TITLE AGENCY, INC. OF
MID-AMERICA**

BY: _____

ITS: _____

DATE: _____

EXHIBIT E

**ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN
OFFER TO PURCHASE REAL ESTATE**

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASER'S INTEREST IN OFFER TO PURCHASE REAL ESTATE ("Assignment") is made and entered into as of _____, 2017, by and between **INFINITY HOMES, INC., doing business as INFINITY HOMES & CO.**, on behalf of an entity to be formed, whose address is 42400 Grand River Ave., Suite 112, Novi, Michigan 48375 ("Assignor"), and _____, a Michigan limited liability company, a Michigan limited liability company, whose address is 42400 Grand River Ave., Suite 112, Novi, Michigan 48375 ("Assignee").

WITNESSETH:

WHEREAS, Assignor as purchaser, entered into a certain Offer To Purchase Real Estate with the Livonia Public Schools, dated _____ (the "Purchase Agreement"), to purchase a parcel of real property commonly known as 20.73 +/- Acres of Vacant Land located at the Northeast Corner of Hubbard Road and Ann Arbor Trail and the Northwest Corner of Ritz and Ann Arbor Trail, Westland, Michigan as more fully described in the Purchase Agreement; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to accept from Assignor, all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement in accordance with the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing, One Dollar (\$1.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor does hereby convey, transfer, sell and assign to Assignee all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement, and Assignee does hereby assume from Assignor all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement, and agrees to be bound thereby.

**ASSIGNOR
INFINITY HOMES, INC., DOING BUSINESS AS
INFINITY HOMES & CO., ON BEHALF OF AN
ENTITY TO BE FORMED**

By: _____
Rino J. Soave

By: _____
Leo Soave

Date: _____

_____, AS ASSIGNEE, HEREBY ACKNOWLEDGES AND
ACCEPTS THE FOREGOING ASSIGNMENT OF THE PURCHASE AGREEMENT:

ASSIGNEE

_____,
LLC, a Michigan limited liability company

By: _____

Its: _____

Date: _____

ACKNOWLEDGMENT OF SELLER:

LIVONIA PUBLIC SCHOOLS hereby consents to the assignment by Assignor to Assignee of all of Assignor's rights, obligations, title, interest, duties and responsibilities in and to the Purchase Agreement and upon Closing, Assignor shall have no further liabilities or obligations under the Purchase Agreement.

**SELLER
LIVONIA PUBLIC SCHOOLS**

By: _____

Its: _____

Date: _____

EXHIBIT F
LAND CONTRACT

LAND CONTRACT

THIS LAND CONTRACT, made on _____, 201_ (the "Contract Date"), between **LIVONIA PUBLIC SCHOOLS**, a Michigan general powers school district, whose address is 15125 Farmington Road, Livonia, Michigan 48154, hereinafter referred to as the "Seller," and _____, on behalf of an entity to be formed, whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375, hereinafter referred to as the "Purchaser."

WITNESSETH that in consideration of the mutual covenants to be performed between the respective parties hereto as hereinafter expressed and the sum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) to be duly paid by the Purchaser to the Seller, as hereinafter specified, it is agreed between the parties hereto as follows:

1. DESCRIPTION OF LAND

The Seller hereby sells and agrees to convey unto the Purchaser all of that certain piece or parcel of land situated in City of Westland, Wayne County, Michigan, described as:

20.73 +/- acres of land located at the Northeast corner of Hubbard Road and Ann Arbor Trail and the Northwest Corner of Ritz and Ann Arbor Trail, Westland, Michigan, Sidwell Numbers 56-009-02-0574-301 (Parcel I – the 7.387 acre parcel) and 56-009-99-008-701 (Parcel II – the 13.373 acre parcel), more particularly described on **Exhibit A** attached hereto (the "Premises"),

together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining thereto, hereinafter collectively referred to as the "Premises," for the sum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) paid to the Seller.

Subject to:

- A. Easements and building and use restrictions, of record;
- B. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
- C. Restrictions imposed by zoning ordinances, building and use codes or as part of the City of Westland's General Plan, real property taxes and special assessments which become due at any time after the Contract Date, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of the Purchaser or its assigns at any time after the Contract Date, and liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through acts or omissions of persons other than Seller at any time after the Contract Date.

2. TERMS OF PAYMENT

Purchaser hereby purchases the Premises from Seller and agrees to pay the Seller therefore the sum of One Million One Hundred Fifty Thousand and 00/100 Dollars (\$1,150,000.00) (the

“Purchase Price”) in the following manner: Simultaneously with the execution of this Land Contract, the Purchaser shall deliver to Seller the sum of Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00) and an additional Fifty Thousand and 00/100 Dollars (\$50,000.00), which amount will be released from escrow and paid to Seller by First Centennial Title Agency, Inc. of Mid-America, as the same was delivered to the Title Company as Purchaser’s Earnest Money Deposit in connection with Purchaser’s Offer To Purchase Real Estate dated _____, 2017. Collectively the Earnest Money Deposit and the aforementioned Five Hundred Twenty Five Thousand and 00/100 Dollars (\$525,000.00), the receipt whereof is hereby acknowledged by the Seller, constitutes a total down payment on this Land Contract of Five Seventy Five Thousand and 00/100 Dollars (\$575,000.00) (the “Down Payment”). The remaining Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000.00) (the “Principal”), which sum is secured by this Land Contract, together with interest on the outstanding balance that shall be from time to time unpaid at the rate of zero percent (0%) per annum, shall be paid in accordance with the Release Payment protocol set forth in Paragraph 27, provided that the entire Principal shall be paid on or before January 31, 2019, anything herein to the contrary notwithstanding. In the event that the entire Principal is not paid on or before January 31, 2019, interest will begin to accrue, upon the tenth (10th) day following said due date, at an annual rate of ten (10%) until such payment is made. Notwithstanding the foregoing, Purchaser shall have the right to pay the whole outstanding Principal balance unpaid on this Land Contract at any time without penalty, before the same, by the terms hereof, becomes due and payable.

3. PURCHASER’S OBLIGATION TO PAY TAXES, ASSESSMENTS, UTILITIES AND INSURANCE

Purchaser shall pay all taxes, assessments and utilities due after the Contract Date and will ensure that no penalties for non-payment attach thereto, beginning immediately with the execution of this Land Contract. Purchaser shall pay all Summer taxes and all Winter taxes on or before the due date each year. During the term of this Land Contract, immediately following payment of the Summer taxes and the Winter taxes, Purchaser shall submit a copy of the tax bill and evidence of payment in full of the respective taxes to Seller. Throughout the term of this Land Contract, Purchaser shall procure and maintain commercial general liability insurance with limits of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence and Two Million and 00/100 (\$2,000,000.00) Dollars in the aggregate, and shall keep the Premises (including the land and all improvements and fixtures thereon) insured against loss and damage by fire and the perils covered by extended coverage insurance acceptable to Seller and against such other risks, in an amount not less than its full replacement value, if available, with such insurer(s) as may from time to time be reasonably approved by Seller. The Purchaser’s insurance shall be primary to any insurance available to the Seller and the Seller’s insurance, if any, shall not contribute to any loss or damage covered by Purchaser’s insurance policies. Such policies shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Seller.

Certificates of insurance or copies of the policies of all such insurance and all renewals thereof, together with receipts evidencing payment in full of the premiums thereon, shall be delivered to Seller on the Contract Date and thereafter as Seller requests. In the event of loss or damage, the proceeds of said insurance shall be paid to Seller. If Purchaser is in default of this Land Contract beyond any notice and cure period, then Seller is authorized to adjust and compromise such loss with prior notice to, but without the need for consent of, Purchaser, to collect on, receive

such proceeds in the name of Seller and Purchaser and to endorse Purchaser's name upon any check in payment thereof. Anything herein to the contrary notwithstanding, any insurance proceeds shall be first applied toward reimbursement of all costs and expenses incurred by Seller in collecting said proceeds, and the balance of said proceeds, in Seller's discretion, may be used in any one or more of the following ways: (a) apply the same or any part thereof against amounts owned by Purchaser under this Land Contract, (b) use the same or any part thereof to fulfill any of the Purchaser's covenants contained in this Land Contract as Seller may determine, (c) use the same or any part thereof to replace or restore the Premises to a condition satisfactory to Seller, (d) release the same to Purchaser, or (e) in any reasonable manner deemed necessary by Seller.

Additionally, the Purchaser shall ensure that any and all applicable policies are endorsed to name the Seller, including its Board of Education, Board members (in their official and individual capacities, if available), administration, employees and agents, as an additional insured under any and all applicable policies of insurance. In addition to any other remedies hereunder, if default is made by the Purchaser in the payment of any tax, special assessment, utility or insurance premiums or in the delivery of insurance as above provided, Seller may pay such tax, special assessment, utility or premiums or procure such insurance upon providing Purchaser with five (5) business days' notice and pay the premiums therefore, and any amount so paid shall be a further lien on the land, payable by Purchaser to Seller forthwith with interest at ten (10%) percent per annum.

4. BUILDINGS, TREES AND OTHER IMPROVEMENTS

All buildings, trees or other improvements hereafter made or placed on the Premises, shall be a part of the security for the performance of this Land Contract and may not be removed without the written consent of the Seller. Notwithstanding the foregoing and except as provided in Paragraph 27 below, the Purchaser acknowledges that it shall not make any improvements on or to the Premises, nor shall it build or develop or remove trees from Parcel II – the 13.373 acre parcel, the unreleased portion of the Premises, prior to the respective full release of the same from under this Land Contract.

5. PURCHASER'S DEFAULT

The payment of all monies becoming due hereunder by the Purchaser and the performance of all covenants and conditions of this Land Contract to be kept and performed by the Purchaser are conditions precedent to the performance by the Seller of the covenants and conditions of this Land Contract to be kept and performed by the Seller.

Purchaser shall be deemed in default of this Land Contract, which is referred to as an "Event of Default," upon occurrence of any one or more of the following events:

- (1) the failure of Purchaser to make any payment of Principal and/or interest when due, whether due by acceleration, maturity, or otherwise, under this Land Contract; and/or
- (2) the occurrence of any breach or violation of any of the terms or conditions of this Land Contract; and/or
- (3) the occurrence of any one of the following:
 - (i) Purchaser voluntarily or involuntarily applies for or is subject to the appointment of a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises; or

- (ii) a court of competent jurisdiction appoints a custodian, trustee or receiver to take custody or dispose of any substantial portion of the assets of Purchaser including, but not limited to, the Premises pursuant to any involuntary proceeding and the same shall not be dismissed or discharged within thirty (30) days; or
- (iii) Purchaser voluntarily seeks protection from creditors under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws; or
- (iv) any of Purchaser's creditors institutes any proceeding against Purchaser under any applicable State or Federal bankruptcy, liquidation or dissolution, insolvency, or debt reorganization laws, and the same shall not be dismissed or discharged within thirty (30) days; or

(4) the temporary or permanent liquidation, dissolution, or other discontinuance of the Purchaser's existence; the merger or consolidation of Purchaser; the sale or transfer of all or substantially all of Purchaser's assets; or the sale or transfer of not less than fifty (50%) percent of the outstanding shares of capital stock or other equity interests of the Purchaser; and/or

(5) the desertion or abandonment of the Premises, or any portion thereof, by Purchaser.

Upon an Event of Default, Seller immediately thereafter shall, among its remedies, have the right to declare this Land Contract forfeited and void, and retain whatever may have been paid hereon, and shall be entitled to retain any and all plans, specifications, building certifications or approvals, and all improvements that may have been made upon the land, together with additions and accretions thereto, and Seller shall be released from all obligations in law or in equity, to convey said Premises to the Purchaser, but not the architectural plans relating specifically to Purchaser's proposed houses. A proper written notice of forfeiture, giving Purchaser at least thirty (30) days to pay any monies required to be paid hereunder or to cure other material breaches of this Land Contract, shall be served on Purchaser, as provided by statute, prior to institution of any proceedings to recover possession of the Premises; Seller also retains the right upon the occurrence of an Event of Default which default remains uncured by Purchaser for a period of forty-five (45) days or more after the receipt of written notice, to foreclose this Land Contract in equity, through which Seller shall have, at the Seller's option, the right to collect the entire unpaid balance hereunder to be due and payable.

Nothing in this Land Contract shall be construed as a waiver by Seller of all of its rights and remedies in law and equity including, but not limited to, upon the occurrence of an Event of Default, declaring the entire unpaid Principal balance hereunder to be immediately due and payable. If, following a default by the Purchaser hereunder, the Seller elects to forfeit this Land Contract, and having done so seeks a writ of restitution in a court having jurisdiction, interest shall continue hereunder following such forfeiture until a writ of restitution is entered by the court and all of Purchaser's rights to have this Land Contract reinstated have been extinguished.

6. USE AND CONDITION OF PREMISES

Purchaser shall not commit, or suffer any other person to commit, any waste or damage to the Premises or to any appurtenances and shall keep the Premises and all improvements in as good condition as they are now, and Purchaser shall use, maintain (including grass cutting of the entire

Premises) and occupy the Premises in accordance with any and all applicable building and use restrictions, and police, sanitary or other regulations imposed by any governmental authority. Furthermore, until Purchaser satisfies all of its obligations pursuant to this Land Contract and pays the Principal balance in full, Purchaser shall not remove, change, modify or make improvements to the Premises without prior written consent from Seller or as permitted or required by Paragraph 27 below.

7. PROHIBITION OF CONSTRUCTION LIENS

Purchaser shall not permit any construction liens to be filed against its interest under this Land Contract or any interest it holds in the Premises. If any such construction liens shall attach, Purchaser shall discharge, bond off, insure over or provide adequate security against any such construction lien(s) within sixty (60) days from the date such lien(s) is/are filed. Nothing in this Land Contract shall be deemed or construed to give the Purchaser the right or authority to contract for, or to authorize or permit the performance of, any labor or services or the furnishing of any material that would permit the attaching of a construction lien to the Seller's interest in the Premises.

8. ENVIRONMENTAL COMPLIANCE

A. Purchaser shall not use, generate, manufacture, transport, treat, store, process, dispose, discharge, emit, or release any Hazardous Materials at, on, under or from the Premises, except that Purchaser: (i) may use and store retail products that contain such substances in packaging and quantities consistent with typical residential use, and (ii) may remove or remediate any Hazardous Materials present at the Premises as of the Contract Date, all in strict compliance with applicable Environmental Laws. Purchaser also shall handle, transfer and dispose of any solid waste generated on the Premises in strict compliance with applicable Environmental Laws. "Hazardous Materials" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law. "Environmental Laws" shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the Michigan Natural Resources and Environmental Protection Act, MCL 324.101 *et seq.*, the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended or supplemented. Purchaser agrees to defend, indemnify, and hold Seller harmless at all times from (i) all fines, penalties, costs and/or expenses (including reasonable attorneys' fees and costs) incurred by Seller as a result of claims, demands, causes of action and actions, suits, rights

and damages, whether in law or in equity (“Claim(s)”), made by any party in connection with any Hazardous Materials used, generated, manufactured, transported, treated, stored, processed, disposed, discharged, emitted, or released, at, on, under, or from the Premises, from and after the Contract Date by Purchaser, and (ii) for injuries sustained or other tort actions brought for claims arising out of Purchaser’s failure to remove or remediate such Hazardous Materials caused or generated by Purchaser. Such indemnification shall include all costs of removal or remediation of such Hazardous Materials due to, or caused by, the Purchaser, its employees, agents or contractors.

B. Purchaser shall comply with all Environmental Laws relating to the Premises. Purchaser shall immediately inform Seller of any federal or state investigation or notice relating to a release of any Hazardous Materials at, on, under or from the Premises into the environment. Purchaser shall immediately inform Seller of any violation or notice of an alleged violation of any Environmental Laws relating to the Premises.

C. Purchaser shall be strictly liable to the Seller for any release of Hazardous Materials caused or generated by Purchaser at, on, under, or from the Premises after the Contract Date and the indemnity provided by this Agreement shall be continuing. This liability shall be a separate obligation of the Purchaser and shall not be barred or extinguished by the issuance of a writ of restitution based upon any default in this Land Contract.

9. SELLER’S DUTY TO CONVEY AND FURNISH EVIDENCE OF TITLE

Upon the payment of the Down Payment to Seller, Seller shall execute a warranty deed for Parcel I - the 7.387 acre parcel in the form attached hereto and marked as **Exhibit B-1**. Upon the payment of the Principal in full and any other monies owing by Purchaser pursuant to this Land Contract, to Seller, Seller shall execute a warranty deed for Parcel II – the 13.373 acre parcel in the form attached hereto marked as **Exhibit B-2**; provided however, that Purchaser obtains, and delivers to Seller, a survey containing a separate legal description(s) satisfactory to and approved by Seller. It is agreed that the aforementioned **Exhibit B-2** warranty deed shall be limited so as to except acts or negligence of parties other than the Seller’s subsequent to the Contract Date. At the time of execution of this Land Contract, Seller shall provide Purchaser with a policy of title insurance insuring Purchaser’s interest in Parcel I – the 7.387 acre parcel as Owner and in Parcel II – the 13.373 acre parcel as Land Contract Vendee.

10. POSSESSION

Possession of the Premises may be taken by Purchaser as of the Contract Date and prior to a respective Release retained by Purchaser for so long as no default is made by said Purchaser in any of the terms or conditions hereof.

11. PURCHASER’S ASSIGNMENT

Purchaser covenants that neither Purchaser’s interest in this Land Contract nor Purchaser’s interest in the Premises may be voluntarily or involuntarily transferred, sold, assigned, or conveyed without the prior written consent of Seller. No transfer, assignment, sale, or conveyance shall release Purchaser from obligations under the provisions of this Land Contract unless Seller releases Purchaser in writing.

12. NOTICE TO SELLER OF ASSIGNMENT

No assignment or conveyance by Purchaser shall create any liability whatsoever against the Seller until a duplicate thereof duly witnessed, together with the address of such Assignee, shall be delivered to the Seller. However, in the event of assignment, pursuant to Paragraph 11 of this Land Contract, such notice to the Seller or acceptance of same by the Seller or acceptance of payment made by Assignee shall constitute a change of parties and privity of contract and a novation between the Seller and the Assignee and enable the Seller to maintain any suit or action for payment, specific performance, deficiency or summary proceedings for possession against the Assignee alone.

13. SELLER'S RIGHT TO CONVEY

Seller reserves the right to convey its interest in the above-described Premises prior to a Release thereof and its conveyance(s) thereof shall not be cause for rescission.

14. INTERPRETATION OF LAND CONTRACT

If more than one joins in the execution hereof as Seller or Purchaser, or be either of the feminine sex, or a corporation, the pronouns and relative words herein used shall be read as if written in plural, feminine or neuter respectively.

15. TIME OF THE ESSENCE

It is expressly understood and agreed by the parties hereto that time shall be deemed as of the very essence of this Land Contract and all stipulations and agreements herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

16. SELLER'S CONVEYANCE SUBJECT TO EASEMENTS, ORDINANCES, RESTRICTIONS AND RESERVATIONS

This Land Contract and the conveyance to be made in fulfillment hereof are made subject to all zoning ordinances, building and use restrictions, easements and reservations in the chain of title, or of record. Throughout the Term of this Land Contract, Purchaser shall not initiate a zoning change or other proceeding affecting the Premises or do anything else which may change Purchaser's Concept Plan for the Premises as approved by Seller, without first obtaining prior written consent from Seller.

17. ENCUMBRANCES ON SELLER'S TITLE

Seller covenants that it shall never have an indebtedness outstanding against the title to the above-described Premises (for example, a mortgage) which exceeds the balance then owing on this Land Contract.

18. PURCHASER'S ACCEPTANCE OF TITLE

Purchaser agrees that he has examined a title insurance commitment dated _____, 2017, given by the Title Company (the "Commitment"), covering the Premises, and is satisfied with the marketability of title shown thereby. Delivery of such Commitment and the owner's title policy, showing Purchaser's interest in Parcel I – the 7.387 acre parcel as Owner and in Parcel II – the 13.373 acre parcel as Land Contract Vendee, issued pursuant to such Commitment to Purchaser, shall constitute fulfillment of Seller's agreement to furnish title evidence herein contained.

19. PURCHASER'S ACCEPTANCE OF PREMISES

Purchaser acknowledges that Purchaser has inspected the condition of the Premises prior to the execution of this Land Contract and that, except as expressly stated in this Land Contract, Seller makes no representations as to the condition of the Premises, including, without limitation, the environmental condition thereof. Purchaser further acknowledges that it is purchasing the Premises "As Is" and "with all faults," if any, and Purchaser hereby releases Seller from any claims, damages, liabilities, losses and costs of any nature that arise from the condition, including the environmental condition, of the Premises. The Purchaser further agrees that the Seller and any and all agents of the Seller shall not be liable for or on account of any inducements, promises, representations, or agreements not contained in this Land Contract; that no agent or employee of the Seller is or has been authorized by the Seller to make any representations with respect to said property; and that if any such representations have been made, they are wholly unauthorized and not binding on the Seller.

20. RISK OF LOSS

Destruction of, or damage to, any building or other improvement now or hereafter placed on said Premises, or of any personal property, if any, described in this Land Contract, whether from fire or any other cause, shall not release the Purchaser from any of its obligations under this Land Contract, it being expressly understood that Purchaser bears all risk of loss to, or damage of, said property.

21. INDEMNIFICATION

A. Purchaser shall indemnify, defend and hold the Seller and the property of the Seller, including the Seller's interest in said Premises, free and clear from liability for any and all mechanics' and/or construction liens or other expenses resulting from any renovations, alterations, buildings, repairs, or other work placed on said Premises by the Purchaser.

B. Purchaser shall indemnify, defend and hold Seller, its Board of Education, Board members (in their official and individual capacities), administration, employees, agents, contractors, successors and assigns free and harmless from any and all losses, costs, damages, liabilities or expenses incurred (including but not limited to actual attorneys' fees and legal costs) arising out of or related to any claim, suit, judgment or loss brought by, in favor of, asserted or claimed by any person or persons for damage, loss or expense due to bodily injury, including death, or property damage sustained by such person or persons which arises out of, is occasioned by or is in any way attributable to the Purchaser's use or occupancy of the Premises during the Land Contract, or the acts or omissions of Purchaser or its agents, employees, contractors, clients, invitees or subtenants during the Land Contract. Such loss or damage will include, but not be limited to, any injury or damage to, or death of, Seller's employees or agents or damage to the Premises. Notwithstanding the foregoing, Purchaser shall not be obligated to indemnify Seller for the acts and omissions of Seller. This indemnification protection will survive the expiration or earlier termination of this Land Contract.

22. PURCHASER'S REIMBURSEMENT OF SELLER'S COSTS AND EXPENSES

If either party defaults hereunder, the defaulting party shall be responsible for actual costs and expenses incurred, including attorney's fees arising out of the default under this Land Contract, including any action for enforcement of the provisions of this Land Contract or an action to which the non-defaulting party is made a party by reason of being a party to this Land Contract.

23. WAIVER

The waiver of any breach of this Land Contract by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Land Contract. The delay or omission by Seller to exercise any right or power provided by this Land Contract shall not constitute a waiver of such right or power, or acquiescence in any default on the part of Purchaser. The acceptance of any payments made by the Purchaser in a manner or at a time other than as required by the terms and conditions of this Land Contract shall not be construed as a waiver or variation of such terms and conditions. Any default on the part of Purchaser shall be construed as continuous, and the Seller may exercise every right and power under the Land Contract at any time during the continuance of such default, or upon the occurrence of any subsequent default. Purchaser reserves the right to cure the event of any default in accordance with the provisions of Paragraph 5 of this Land Contract.

24. GOVERNING LAW

It is agreed by Seller and Purchaser that this Land Contract shall be governed by the laws of the State of Michigan. Venue shall be Wayne County, Michigan.

25. NOTICE

Any declarations, notices or papers necessary or proper to terminate, accelerate or enforce this Land Contract shall be conclusively presumed to have been served upon Purchaser if such instrument was enclosed in an envelope with first class postage fully paid, addressed to Purchaser at the address set forth in the heading of this Land Contract or at the latest other address which may have been specified by Purchaser and receipted for in writing by Seller, and such envelope was deposited in the United States Government mail.

26. ACCESS TO PREMISES

During the Term of this Land Contract, Seller and Seller's agents and representatives shall have the right, upon twenty-four (24) hour notice to Purchaser, to enter and inspect the Premises at all reasonable hours for the purpose of verifying Purchaser's compliance with the terms of this Land Contract.

27. DEVELOPMENT OF PREMISES AND RELEASE

Purchaser, at its sole cost and expense, shall be obligated to develop the Premises in accordance with the Purchaser's planned use and concept for the Premises approved by the Seller, and attached hereto and incorporated herein by reference as **Exhibit C**, unless otherwise agreed to in writing by the Seller (the "Concept Plan"). Simultaneously upon execution of this Land Contract, and provided that Seller is in receipt of the Down Payment required hereunder, Seller shall release Parcel I – the 7.387 acre parcel by delivering a warranty deed to Purchaser in the form attached hereto as **Exhibit B-1**. Upon receipt of the Principal balance and any other monies owing by Purchaser pursuant to this Land Contract, Seller will release Parcel II – the 13.373 acre parcel from this Land Contract by executing and delivering to Purchaser a warranty deed for said parcel in the form attached hereto as **Exhibit B-2**, provided however, that the warranty deed shall be limited so as to except acts or negligence of parties other than the Seller's subsequent to the Contract Date. The Purchaser shall pay any costs associated with recording the warranty deeds for the Premises. This Paragraph 27 shall remain in full force and effect following the termination, expiration or completion of this Land Contract.

28. MASTER DEED

In order to enable Purchaser to develop the Premises into the two (2) parcels, Seller agrees that Purchaser shall have the right to record a master deed which establishes each phase of the Premises as a single-family residential site condominium project in accordance with the Concept Plan (as contained in the Offer) or other site plans required and approved by the City of Westland (the "Condominium Project"). Prior to recording the Master Deed (including By-Laws and Condominium Subdivision Plan), or any amendments thereto, with Wayne County, Purchaser shall provide the same to Seller for its review and approval, which approval may not be unreasonably withheld, conditioned or delayed. If written objection to the Master Deed is made within fifteen (15) days of delivery of the Master Deed to Seller, that the Master Deed is not in compliance with the requirements of this Land Contract or the Offer, Purchaser shall have fifteen (15) days from the date it receives notice in writing of the particular defects claimed to remedy said defects. As a condition to Seller's consent to said Master Deed, Seller reserves the right to require that the Master Deed contains only the first phase with a provision that reserves the right to Purchaser to expand or withdraw all or any portion of additional phases from the Condominium Project within six (6) years after the recordation of the Master Deed, which right of expansion shall only be exercisable if Seller satisfies this Land Contract) and the expansion or withdrawal shall conform to Section 33 of the Michigan Condominium Act and otherwise be in form and substance satisfactory to Seller. Purchaser shall, at least ten (10) days prior to the recordation of the Master Deed, give notice of the Condominium Project to the applicable governmental authorities pursuant to and in accordance with Section 71 of the Michigan Condominium Act. This Paragraph shall remain in full force and effect until the termination, expiration or completion of this Land Contract.

29. Purchaser acknowledges that a school building and related infrastructure (the "Building") presently exists on the Premises. Seller shall be obligated to demolish the Building and related infrastructure at its sole cost and expense. Seller shall vacate and demolish the Building and remove all associated infrastructure and debris from the Premises pursuant to a demolition plan mutually agreed upon by Seller and Purchaser during the Inspection Period contained in the Offer To Purchase between Purchaser and Seller. During demolition, the Purchaser, at its sole cost and expense, shall have the right to have a third party present at the Premises to watch the demolition process to confirm that the same meets the mutually agreed upon demolition plan. Seller and Purchaser agree that if circumstances outside the Seller's control cause delays in the demolition of the Building, the demolition period may be extended to account for such delays, as necessary, to accommodate the full demolition of the Building. Seller intends to have the demolition of the Building completed on or about November 30, 2018. Following the demolition contemplated by this Paragraph, Purchaser shall have a period of forty five (45) days upon receipt of notice from Seller of completion of the demolition to inspect the Premises and conduct any further testing Purchaser determines necessary resulting from the demolition. In the event Purchaser determines that any part of the demolition was not in compliance with the demolition plan, following Purchaser's inspection of the same, Seller agrees to enforce its contractual rights against the demolition contractor in order to rectify the same to be in compliance with the agreed upon demolition plan.

30. AUTHORIZED SIGNATORY

Purchaser and Seller each represent and warrant to the other that the individual executing this Land Contract on its behalf is duly authorized by, and has the authority to execute this Land Contract and bind, the respective party.

THE PURCHASER HEREBY CERTIFIES THAT IT HAS READ AND UNDERSTANDS THE DEFAULT PROVISIONS CONTAINED IN PARAGRAPH 5 ABOVE AND SELLER'S REMEDIES IN THE EVENT OF DEFAULT WHICH ENTITLES SELLER TO FORFEIT OR FORECLOSE THIS LAND CONTRACT.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

PURCHASER:

_____,
on behalf of an entity to be formed

By: _____

Its: _____

Date: _____, 201_

SELLER:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: Superintendent

Date: _____, 201_

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On _____, 201_, before me, the undersigned notary public in and for said County, personally appeared _____, _____ of _____, on behalf of an entity to be formed, to me known to be the same person who executed the within instrument on behalf of _____, on behalf of an entity to be formed,

and who acknowledges the same to be the free act and _____, on behalf of an entity to be formed.

_____, Notary Public
_____, Michigan
Acting in _____ County, Michigan
My commission expires: _____

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On _____, 201_, before me, the undersigned notary public in and for said County, personally appeared _____, Superintendent of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

_____, Notary Public
_____, Michigan
Acting in _____ County, Michigan
My commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B-1

WARRANTY DEED

This Indenture, made the ____ day of _____, 201_ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and _____, on behalf of an entity to be formed, (hereinafter called Grantee"), whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Westland, Wayne County, Michigan, described as:

See **Exhibit 1** (the "Premises"),

together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the amount of consideration set forth on the Real Estate Transfer Valuation Affidavit being filed simultaneously with this Deed.

Subject to:

1. Easements and building and use restrictions, of record;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan, real property taxes and special assessments which become due at any time after the date of this Deed.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its:
Superintendent

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On this ____ day of _____, 201_, before me, the undersigned notary public in and for said County, personally appeared _____, Superintendent of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

, Notary Public
County, Michigan
Acting in _____ County
My commission expires:

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 112
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: *Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)*

Sidwell Nos: 56-009-02-0574-301

EXHIBIT B-2

WARRANTY DEED

This Indenture, made the ____ day of _____, 201_ between LIVONIA PUBLIC SCHOOLS (hereinafter called the "Grantor"), whose address is 15125 Farmington Road, Livonia, Michigan 48154, and _____, on behalf of an entity to be formed, (hereinafter called Grantee"), whose address is 42400 Grand River Avenue, Suite 112, Novi, Michigan 48375. The Grantor hereby conveys and warrants to the Grantee the following described premises situated in the City of Westland, Wayne County, Michigan, described as:

See Exhibit 1 (the "Premises"),

together with all tenements, hereditaments, appurtenances and improvements thereunto belonging or in any way appertaining for the amount of consideration set forth on the Real Estate Transfer Valuation Affidavit being filed simultaneously with this Deed.

Subject to:

1. Easements and building and use restrictions, of record;
2. Rights of the public, and any governmental authority in any part of the land taken, deeded, or used as a street, road or highway; and
3. Restrictions imposed by zoning ordinances or as part of a general plan, real property taxes and special assessments which become due at any time after the date of the Land Contract, dated _____, 20__ between the Grantor and Grantee, unfulfillment of which this Deed is executed and delivered, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of the Grantee or its assigns at any time after the date of said Land Contract, liens, charges and encumbrances which have accrued in respect of or attached to or upon the Premises through the acts or omissions of persons other than Grantor at any time after the date of said Land Contract.

Grantor grants to Grantee the right to make all applicable divisions under Section 108 of the Michigan Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

GRANTOR:

LIVONIA PUBLIC SCHOOLS

By: _____

Its: Superintendent

STATE OF MICHIGAN)
)SS
COUNTY OF _____)

On this ___ day of _____, 201_, before me, the undersigned notary public in and for said County, personally appeared _____, Superintendent of Livonia Public Schools, to me known to be the same person who executed the within instrument on behalf of Livonia Public Schools, and who acknowledges the same to be the free act and deed of Livonia Public Schools.

 , Notary Public
County, Michigan
Acting in _____ County
My commission expires:

This Instrument Drafted By:

Dana L. Abrahams, Esq.
CLARK HILL PLC
151 S. Old Woodward Ave., Suite 112
Birmingham, MI 48009

When Recorded Return to:

Grantee

Recording Fee: _____

Transfer Tax: Exempt pursuant to MCLA 207.505(h)(i) and 207.526(h)(i)

Sidwell Nos: 56-009-99-008-701

EXHIBIT C

PURCHASER'S CONCEPT PLAN