

## 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:

5.08 +/- acres of vacant land located at 33344 Ann Arbor Trail, Westland, Michigan, Sidwell Number 56-013-02-0001-000, 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 CASH SALE: Delivery of the Warranty Deed attached hereto and marked as **Exhibit B** conveying marketable title at Closing to the Premises. The purchase price for the Premises shall be the sum of Three Hundred Twenty Five Thousand and 00/100 (\$325,000.00) Dollars (the "Purchase Price") payable by Purchaser at Closing in cash, certified check, or direct wire transfer at the option of Seller.

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 \$400.00 made payable to the First American Title Insurance Company to reimburse the Seller/First American Title Insurance Company 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 Twenty Five Thousand and 00/100 (\$25,000.00) 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 E** 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 ninety (90) 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. 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 C** 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) ninety (90) 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"). 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 ninety (90) 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 also receiving the award of the bid on another piece of real property owned by the School District being: 10 +/- acres of land located at 36900 Mallory Drive, Livonia, Michigan, Sidwell Numbers 66-99-0004-000 and 66-99-0006-000. If the Purchaser does not receive the award for such other property, the Purchaser may terminate this Offer immediately and be entitled to refund of its Earnest Money Deposit.

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 later of the satisfaction of the conditions listed in Paragraph 10 of this Offer or delivery of the Commitment to Purchaser (the "Closing"). 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 D** (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. 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. 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. 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 F**.

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 County of Wayne, City of Westland, State of Michigan, is described as follows:

All of Lots 1 to 29 inclusive, Ford Subdivision, according to the plat thereof as recorded in Liber 44 of Plats, Page 95, Wayne County Records, excepting that part of Lots 7 to 13 inclusive lying Westerly of a line which extends North 8 degrees 51 minutes 54 seconds East, 528.78 feet from the Southwest corner of Lot 7 to a point on the Northerly line of Lot 13, distant 19.00 feet Westerly along said line from the Northeast corner of said Lot 13, excepting therefrom land deeded for roadway purposes as disclosed in Liber 13618, Page 477, Wayne County Records.

Sidwell Number 56-013-02-0001-000

## EXHIBIT B

### 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 INFINITY HOMES, INC., DOING BUSINESS AS INFINITY HOMES & CO., 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:

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

All of Lots 1 to 29 inclusive, Ford Subdivision, according to the plat thereof as recorded in Liber 44 of Plats, Page 95, Wayne County Records, excepting that part of Lots 7 to 13 inclusive lying Westerly of a line which extends North 8 degrees 51 minutes 54 seconds East, 528.78 feet from the Southwest corner of Lot 7 to a point on the Northerly line of Lot 13, distant 19.00 feet Westerly along said line from the Northeast corner of said Lot 13, excepting therefrom land deeded for roadway purposes as disclosed in Liber 13618, Page 477, Wayne County Records.

Sidwell Number 56-013-02-0001-000

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, if any;
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.

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.



**EXHIBIT C**

**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 D**

**PURCHASER'S CONCEPT PLAN**



**EXHIBIT E**  
**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 – 33344 Ann  
                      Arbor Trail

Deposited with you herewith are the following:

1.     Check in the amount of \$25,000.00; 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 F**

**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 33344 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: \_\_\_\_\_