

REQUEST FOR BID PROPOSAL FOR PROPERTY ACQUISITION AND SITE DEVELOPMENT

SALE OF PROPERTY: 12611 AVONDALE FORMER STARK ELEMENTARY SCHOOL

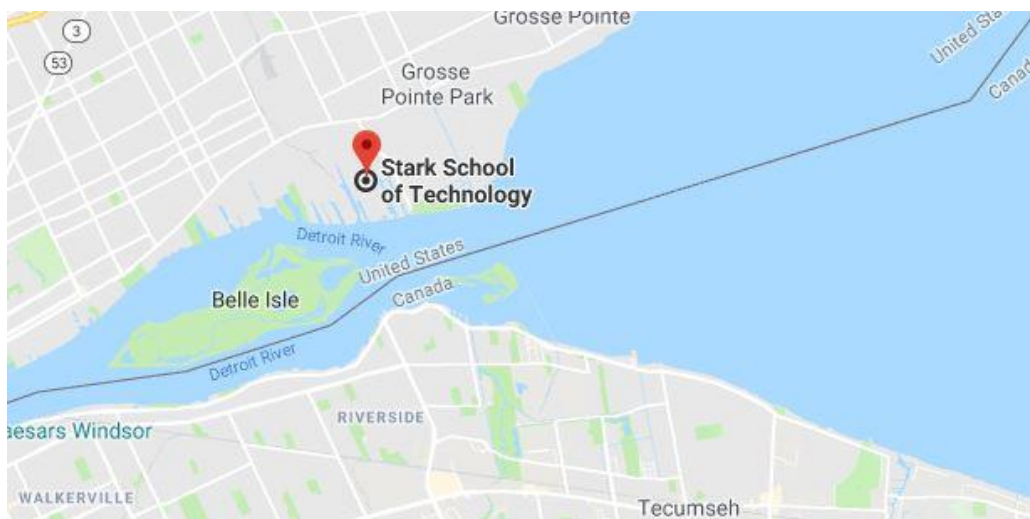
DETROIT, MICHIGAN 48213

Tax Identification Numbers 21/045942-9



Introduction and Overview

The Detroit Public Schools Community District (the "District") is accepting proposals from qualified parties ("Respondent") to purchase certain vacant building consisting of approximately 51,877 square feet on 4.10 acres of land, zoned residential R1 and R3 with approximately 24 classrooms, 7 executive offices, cafeteria/gym, auditorium, 12 hallways. The subject property is located on Avondale, near Victoria Park Estates, Maheras City Park, and the Belle Isle River.



The property is to be conveyed AS-IS, WHERE-IS, WITH-ALL-FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED AS TO ITS CONDITION, ENVIRONMENTAL OR OTHERWISE, OR ITS SUITABILITY OR SUFFICIENCY FOR THE PURCHASER'S INTENDED USES AND PURPOSES.

While the District reserves the right to accept or reject any and all offers, a number of finalists may be selected and asked to provide additional information, including: (i) financial qualifications and more detailed concept plans for the property; (ii) requests for highest and best price; and/or (iii) participation in an interview process. It is important to note that while the highest price is important, the District shall determine, in its sole discretion, to be, what (in totality) is in the best interest of the District.

No real estate commission will be paid by the District. Brokers must look to their client for any and all commission/compensation.

RFP Packages will be available online www.detroitk12.org (Real Estate) or online at Demand Star or by pick up at the Real Estate Department 1601 Farnsworth Building C 48211, Monday through Friday-excluding holidays beginning **May 24th between the hours of 9:00 am and 4:00 p.m.**

Interested bidders will be permitted a walkthrough to examine the property prior to bidding. To be permitted on the premises bidders must submit the Release of Liability form included in this packet no later than **10 AM on May 31, 2018 via email to tammy.deane@detroitk12.org**. A site walkthrough will take place on **June 5th from 10:45 am- 11:45 AM EDT. If you have not returned the Release of Liability form included in this packet, you may submit your bid but will not be permitted a walkthrough prior to bidding.**

BID Proposal requirements

1. Proposals must be submitted using the form of purchase agreement attached hereto as Exhibit A. **Please note, the Purchase and Sale Agreement must be accompanied by a completed Intended use or Development Plan.** Any changes or addenda to the form must be consistent with the requirements stated herein.

Proposals shall include a deposit in the form of a bank check or money order equal to 20% of the offer price, Deposits will be returned to all respondents with whom the district does not enter into a purchase and

sale agreement under this RFP. The deposit from the winning respondent will be applied as provided in purchase and sale contract.

2. Proposals shall provide for a closing within 90 days of acceptance by the District.
3. Bid documents, including the offer to purchase, signed by an authorized person on behalf of entities must be accompanied by documents evidencing authority.
4. Respondents shall submit one clearly marked original and one photocopy of its Bid Proposal package, containing the following information, tabbed in the order below:
 - a. Copy of this Request for Proposal ("RFP")
 - b. Signed Offer to Purchase Property with Purchase Price inserted
 - c. Evidence of funds to close
 - d. Signed conflict of interest
 - e. Detailed intended use and/or development plan

Proposals are due Thursday, June 14th, at 3p.m. Proposals may be delivered in person or *via* mail or courier to Detroit Public Schools Community District, Attn: "STARK RFP" Attn: Real Estate Department, 1601 Farnsworth Building C, and Detroit, MI 48211. **Late proposals will not be considered.** For a complete bid package, interested parties may visit the District's website at www.detroitk12.org/realestate , or bid packets may be picked up at 1601 Farnsworth Building C, Detroit MI 48211. The District will not be responsible for any issues with mail delivery or circulation. Respondents are solely responsible for ensuring its proposal arrives to the District's Department of Real Estate by the deadline set forth above.

School Board Approval: Proposals will be reviewed by the District's Department of Real Estate and Auxiliary Services. Acceptance of a Proposal by the District is subject to approval by the Superintendent and ultimately the Board of Education of the District.

Reservation of Right to Reject All Proposals, Waive Proposal Requirements, Negotiate with One or More Proponents and Accept Backup Offers: The District reserves the right to, among other things, reject all proposals, waive proposal requirements, negotiate with one or more proponents, accept backup offers, or any other right it has with respect to the Property.

PROPOSAL MUST INCLUDE THE FOLLOWING

1. An entity's organizational documents (e.g. Articles of incorporation), if applicable.
2. Proposals must be submitted using the Purchase and Sale Agreement provided in the bid packet.
3. Offer to Purchase Sheet.
4. Evidence of Respondent's financial capability to complete the purchase.
5. Statement of how your proposal represents the highest price or highest value to the District.
6. A description of any proposed development site plans.
A description of your organization plans for the use of this property, length of time your organization has been in business, and proof of your financial solvency (i.e. bank statement, CPA letter).
7. Proposals shall include a deposit in the form of a bank check or money order equal to 20% of the offer price. Deposits will be returned to all respondents with whom the district does not enter into a purchase and sale agreement under this RFP. The deposit from the winning respondent will be applied as provided in purchase and sale contract.
8. Submissions will not be returned and will be deemed the property of the District upon receipt.

RELEASE OF LIABILITY AND INDEMNIFICATION

In consideration of the permission and access to the Property (defined below) granted to the undersigned by the School District of the City of Detroit, a Michigan public corporation (the "District"), the undersigned acknowledges and agrees as follows:

Recitals

A. The District is owner of several closed and vacant buildings and other real properties.

B. The undersigned has approached the District about purchasing one or more of its real properties and is seeking entry to inspect such property and determine a price to be offered.

C. The undersigned acknowledges and is aware that the closed schools may contain hazardous conditions and materials, including, but not limited to, asbestos-containing building materials, lead-paint, mold, acidic and/or caustic substances, biological substances, limited visibility, slip, trip and fall hazards, hanging or protruding, object, collapsed ceiling or walls, sharp objects, and flooded conditions.

D. The District is willing to permit entry but is concerned about the environmental and other condition, of the property, has expressed its concerns to the undersigned and is willing to permit the undersigned to enter upon receipt of this document signed by the undersigned.

Agreements

1. The undersigned acknowledges that it has the District's permission to enter onto property located at _____, Detroit, Michigan _____ (formerly known as _____ School), together with its land, surface parking lots and other appurtenances (the "Property") to make a physical inspection of the Property (but not to include environmental, geothermal or other tests, surveys, studies and inspections) at the sole cost of the undersigned.. All inspections shall be conducted so as not to interfere unreasonably with use of the Property by the District. The undersigned also agrees to maintain comprehensive general liability (occurrence) insurance in terms and amounts satisfactory to the District covering any accident arising about the presence and activities of the undersigned, its agents and representatives on the Property and shall deliver a certificate of insurance verifying such coverage to the District prior to entry upon the Property.

2. The undersigned, on its behalf and on behalf of its employees, agents and representatives, hereby waives and releases, and agrees to indemnify and hold harmless, the District, its employees, agents, board members, Superintendent and other representatives, from any claim for damage, injury, liabilities, costs, and/or expenses (including reasonable attorneys' fees actually incurred), whether known or unknown, arising out of or resulting from, or incurred as result of, entering onto the Property, the latent or patent physical condition (including environmental) of the Property, and the inspection of the Property by the undersigned, its employees, agents and representatives. The undersigned agrees and covenants not to commence or prosecute any action or proceeding because or relating to any matter released hereunder.

3. The undersigned agrees that the terms and conditions contained herein shall bind and inure to the benefit of the District, the undersigned, and their respective successors and permitted assigns. This release and indemnification agreement constitutes the entire agreement between the parties, whether oral or written, between the parties with respect to matters contained herein. Any amendment to this release and indemnification agreement must be in writing signed by the undersigned and the District.

4. In the event that any part or provision of this release and indemnification agreement is determined by a court of competent jurisdiction to be void or unenforceable to any extent, such part or provision shall be deemed severable and the remainder shall be fully enforced. The construction or interpretation of this release and indemnification agreement shall be governed by laws of the state of Michigan, without reference to any conflict of laws provision and as if mutually drafted by both parties.

5. The undersigned represents and warrants it has read and understands this release and indemnification agreement, has had the opportunity to seek legal counsel, as is voluntarily entering into this agreement, with full right, power and authority to enter into and sign this release and indemnification agreement.

Name of the Undersigned:

Type of Legal Entity:

By: _____

Print Name:

Title

Date:

EXHIBIT A

OFFER TO PURCHASE COVER SHEET

The undersigned hereby offers to purchase the following property owned by the Detroit Public Schools Community District (the "District").

12611 Avondale the purchase price of \$_____

This offer is made subject to all the terms, conditions, limitations, restrictions, requirements and covenants contained in each of the following, the same being known by the undersigned:

- (a) Purchase and Sale Agreement
- (b) Offer to purchase cover sheet

A bid deposit in the sum of 20% of the purchase price in the form of bank draft, certified check, or bank cashier's check payable to: Detroit Public School Community District must accompany the offer to purchase. Deposits for Proposals that are not accepted will be returned upon the District's acceptance of a proposal, but in no event later than 30 days after proposals are submitted.

No personal or company checks are acceptable.

Written notice of acceptance will be mailed and emailed to the undersigned at the address below.

The sale of property will be subject to the approval by the Board of Education of the District.

Name of Proposed Purchaser

Signature of Proposed Purchaser

Title, if any

Address of Proposed Purchaser

Telephone Number

Email Address

EXHIBIT B

CONFLICT OF INTEREST AND OTHER DISCLOSURE CERTIFICATE

I, on my individual behalf and on behalf of the purchaser named below, certify under penalty of perjury that the following statements are true and correct:

1. I am: (select one)

- The named in the attached.
- If the purchaser is a for-profit entity, the owner of 100% of all of the controlling interests in the entity named in the attached Sale Agreement.
- If the purchaser is a for-profit entity, the owner of _____% of the controlling interests in the entity named in the attached Sale Agreement and remaining owners of such entity are:

Name	% Ownership
_____	_____
_____	_____
_____	_____

- If the purchaser is a not-for-profit entity, the authorized officer of the entity named in the attached Sale Agreement. The members of the Board of Directors and Executive Officer of such entity are:

Name	Title
_____	_____
_____	_____
_____	_____

2. Neither I, nor any owner, board member or officer of the purchaser, or any member of my immediate family, or the immediate family of any such owner, board member or officer, has any direct or indirect business or other

relationship to a member of the School District's board, any officer of the School District, or any School District employee, and that, to the best of my knowledge, no a conflict of interest, within the meaning of the District's Conflict of Interest Policy, as set forth on the District's website* under Board Policies, exist, except as described below:

Name of Board member, officer of the School District or District employee:

Nature of relationship:

Nature of Conflict of Interest:

3. I further certify that the purchaser has no plans to sell or enter into a contract to sell this property which is the subject of the Purchase and Sale Agreement, within one year of the closing of the purchase. If there are plans to sell this property, I have disclosed them below as follows:

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the ___th day of _____, 20__

Name of Purchaser:

Title:

*A copy of the District's Conflict of Interest Policy will be provided upon request, if the purchaser is unable to access such at the School District's website.

EXHIBIT C

PURCHASE AND SALE AGREEMENT

BETWEEN

DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT

a Michigan statutory body

AS SELLER

AND

a _____

AS PURCHASER

DATED AS OF _____, 20__

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between the Detroit Public Schools Community District, a Michigan statutory body ("Seller"), whose address is 3011 W. Grand Boulevard, Detroit, Michigan 48202, and, _____, a _____ ("Purchaser"), whose address is _____, effective as of the date signed by the Seller, as set forth on the signature hereto and to be inserted on the first page of this Agreement (the "Execution Date")

W I T N E S S E T H:

ARTICLE I

PURCHASE AND SALE

1.1 Agreement of Purchase and Sale. Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and convey and Purchaser agrees to purchase that certain tract or parcel of land situated in Wayne County, Michigan, more particularly described on Exhibit A attached hereto and made a part hereof, together with all and singular the rights and appurtenances pertaining to such property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land");

1.2 Property Defined. **12611 Avondale**. The Land is hereinafter referred to as the "Property."

1.3 Permitted Exceptions. The Property shall be conveyed subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article II hereof (herein referred to collectively as the "Permitted Exceptions").

1.4 Purchase Price. Seller is to sell and Purchaser is to purchase the Property for the sum of _____ DOLLARS (\$_____) (the "Purchase Price").

1.5 Payment of Purchase Price. The Purchase Price, as increased or decreased by pro-rations and adjustments as herein provided, shall be

payable in full at the Closing in cash, by certified bank or cashiers' check, or check from the Escrow Agent, as defined below in Section 1

1.6 Earnest Money. See Bid instructions.

ARTICLE II

TITLE AND SURVEY

2.1 Title Examination; Commitment for Title Insurance. Purchaser shall have until the expiration of the Inspection Period (defined in Section 3.1 hereof) to examine title to the Property. Within ten (10) days of the Execution Date, Seller shall obtain from a nationally recognized title insurance company (the "Title Company") at Purchaser's expense, an ALTA title insurance commitment (the "Title Commitment") covering the Property, showing all matters affecting title to the Property and binding the Title Company to issue at Closing an Owner's Policy of Title Insurance, containing no exceptions or conditions other than the Permitted Exceptions, in the full amount of the Purchase Price pursuant to Section 2.4 hereof. Purchaser shall instruct the Title Company to deliver to Purchaser, Seller and the surveyor described in Section 2.2 below copies of the Title Commitment and copies of all instruments referenced in Schedule B and Schedule C thereof. In the event that the Closing contemplated hereby is not consummated, the Escrow Agent shall withhold the cost of the Title Commitment from the Deposit and deliver it to Seller.

2.2 Survey. During the Inspection Period, Purchaser may, at Purchaser's expense, employ a reputable surveyor or surveying firm, licensed by the state in which the Property is located, to survey the Property and prepare and deliver to Purchaser and the Title Company an ALTA survey thereof (the "Survey") reflecting the total area of the Property, the location of all improvements, recorded easements and encroachments, if any, located thereon and all building and set back lines and other matters of record with respect thereto.

2.3 Title or Survey Objections: Cure of Title or Survey Objections. (a) Purchaser shall have until the expiration of the Inspection Period to give written notice to Seller of such objections as Purchaser may have to any exceptions to title disclosed in the Title Commitment, any amendments thereto issued during the Inspection Period or the Survey. Any exception to title disclosed in the Title Commitment, any such amendments or the Survey to which Purchaser does not object by timely written notice shall be a Permitted Exception. Time is of the essence with respect to the provisions of this Section 2.3.

(b) In the event Purchaser gives timely written notice of objection to any exceptions to title or survey, Seller shall have the right, but not the obligation, to attempt to remove, satisfy or otherwise cure any exceptions to title or survey so objected to. Within ten (10) days after receipt of Purchaser's notice of objection, Seller shall give written notice to Purchaser informing

Purchaser of Seller's election with respect to such exceptions. If Seller fails to give written notice of election within such ten (10) day period, Seller shall be deemed to have elected not to attempt to cure the matter objected to. If Seller elects to attempt to cure any exceptions, Seller shall be entitled to one or more reasonable adjournments of the Closing of up to, but not beyond, the sixtieth (60th) day following the date for Closing set forth in Section 4.1 hereof to attempt such cure, but Seller shall not be obligated to expend any sums, commence any suits or take any other action to affect the same.

(c) If Seller elects or is deemed to have elected not to cure any exceptions to title or survey objected to by Purchaser or if, after electing to attempt to cure, Seller determines that it is unwilling or unable to remove, satisfy or otherwise cure any such exceptions, Purchaser's sole remedy hereunder in such event shall be either: (i) to accept title to the Property subject to such exceptions as if Purchaser had not objected thereto and without reduction of the Purchase Price or (ii) to terminate this Agreement, pursuant to Section 2.3(d), whereupon the Earnest Money shall be returned to Purchaser and neither party hereto shall have any further rights, obligations or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

(d) To terminate this Agreement pursuant to this Section 2.3, Purchaser must give written notice to Seller of its election to terminate not later than (a) five (5) business days after receipt of written notice from Seller of Seller's election not to attempt to cure any exception or of Seller's determination, having previously elected to attempt to cure, that it is unable or unwilling to do so or (b) fifteen (15) days after giving timely notice to Seller objecting to any exception to title or survey and, pursuant to Section 2.3(b), Seller is deemed to have elected not to attempt to cure such exception. If Purchaser fails to give timely notice of its election to terminate for any reason whatsoever, Purchaser shall be deemed to have elected to accept title subject to such exception without adjustment of the Purchase Price.

2.4 Conveyance of Title. At Closing, Seller shall convey and transfer to Purchaser, by quit claim deed, such title as will enable the Title Company to issue to Purchaser, at Purchaser's expense, an ALTA Owner's Policy of Title Insurance (the "Title Policy"), covering the Property in the full amount of the Purchase Price. Notwithstanding anything contained herein to the contrary, the Property shall be conveyed subject to the following matters, which shall be deemed to be Permitted Exceptions:

(a) the lien of all ad valorem real estate taxes and assessments, if any, not yet due and payable as of the date of Closing, subject to adjustment as herein provided;

(b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and

(c) items which are or become Permitted Exceptions pursuant to Sections 2.3 or 2.5 hereof.

(d) Seller's right under Sections 5.7(b) and Section 5.7(c).

2.5 Amendments to Title Commitment. All exceptions to title other than the Material Exceptions (as hereinafter defined) first raised by the Title Company in any amendments to the Title Commitment issued after the expiration of the Inspection Period shall be Permitted Exceptions. Purchaser shall have the right to object to any Material Exceptions first raised by the Title Company in any amendments to the Title Commitment issued after the expiration of the Inspection Period by giving written notice of the Material Exceptions to which Purchaser is objecting within ten (10) days after the issuance of any such amendment. If Purchaser does not object to any Material Exception first raised in an amendment to the Title Commitment issued after the expiration of the Inspection Period by giving timely written notice as herein provided, such Material Exception shall be a Permitted Exception. In the event Purchaser gives timely written notice of objection to any Material Exception as herein provided, the provisions of Section 2.3 (b) - (d) shall apply with respect thereto as if set forth herein in full. Time is of the essence with respect to the provisions of this Section 2.5. As used herein, a "Material Exception" shall be any right or claim of a third party to fee title to the Property, any lien against the Property not otherwise permitted hereunder or any other matter not otherwise permitted under this Agreement which would materially and adversely interfere with the continued use and operation of the Property as the same is currently used and operated.

ARTICLE III

INSPECTION PERIOD

3.1 Right of Inspection. During the period beginning upon the Effective Date and ending at 5:00 p.m. (local time at the Property) on the sixtieth (60th) day after the Effective Date (hereinafter referred to as the "Inspection Period"), Purchaser, or its authorized representatives and agents, shall have the right to make a physical inspection of the Property, including

tests, surveys, studies and inspections, at the sole cost of Purchaser. Purchaser understands and agrees that any on-site inspections of the Property shall be conducted during business hours (8 a.m. – 5 p.m.) upon at least twenty-four (24) hours' prior notice to Seller (attention: Real Estate Manager, 313.515-6991, or tammy.deane@detroitk12.org) and in the presence of Seller or its representative. Purchaser agrees to release Seller, to indemnify against and hold Seller harmless, from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred) damages or injuries arising out of or resulting from the inspection of the Property by Purchaser or its agents. All inspections shall occur at reasonable times agreed upon by Seller and Purchaser, shall be conducted so as not to interfere unreasonably with use of the Property by Seller, and Purchaser agrees to take reasonable efforts to repair any damage to, and restore, the Property to its condition existing prior to initiation of activities permitted under this Section 3.1. Purchaser also agrees to maintain comprehensive general liability (occurrence) insurance in terms and amounts satisfactory to Seller covering any accident arising in connection with the presence of Purchaser, its agents and representatives on the Property and shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Property. Notwithstanding anything to the contrary in this Agreement, the release, indemnity and hold harmless provisions contained in this section of the Agreement shall survive the Closing or any prior termination of this Agreement.

3.2 Right of Termination. Seller agrees that in the event Purchaser determines (such determination to be made in Purchaser's sole and absolute discretion) that the Property is not suitable for its purposes, or Purchaser determines, for whatever reason, including, for the reason set forth in Section 5.7 hereof, or for no reason, not to proceed with the purchase of the Property, Purchaser shall have the right to terminate this Agreement by giving written notice thereof to Seller prior to the expiration of the Inspection Period. If Purchaser gives such notice of termination within the Inspection Period, this Agreement shall terminate and the Earnest Money shall be returned to Purchaser. Time is of the essence with respect to the provisions of this Section 3.2. If Purchaser fails to give Seller a notice of termination prior to the expiration of the Inspection Period, Purchaser shall no longer have any right to terminate this Agreement under this Section 3.2 and (subject to the provisions of Section 2.5) shall be bound to proceed to Closing and consummate the transaction contemplated hereby pursuant to the terms of this Agreement. Purchaser's right to terminate this Agreement after the Inspection Period and prior to the date of Closing and to be entitled to a return of the Earnest Money is governed by the provisions of Sections 4.2(c), 6.2 and 7.2. Any other termination by Purchaser will release Seller from all liability and will result in Seller's retention of the Earnest Money.

3.3. Seller's Delivery of Reports and Documents. Seller shall, within seven (7) days after the Effective Date hereof, deliver to, or make available for purpose of copying by, Purchaser, any and all studies, engineering reports, inspection reports, environmental and hazardous material tests, assessments or analyses, surveys, prior title insurance commitments and/or policies, building plans or drawings, site plans and other similar documents in Seller's possession or available to Seller relating to the Property. If this Agreement is terminated, the information provided shall be returned immediately to Seller; otherwise, Purchaser may retain the information.

ARTICLE IV

CLOSING

4.1 Time and Place. The consummation of the transaction contemplated hereby ("Closing") shall be held at the offices of the Escrow Agent on a date mutually agreed upon by the parties and, in any event, no later than 30 days after the expiration of the Inspection Period. At Closing, Seller and Purchaser shall perform the obligations set forth in Section 4.2 and Section 4.3, respectively, the performance of which obligations shall be concurrent conditions to Closing.

4.2 Seller's Obligations at Closing. At Closing, Seller shall:

(a) deliver to Purchaser a duly executed quit claim deed (the "Deed") in recordable form, conveying the Land, subject to the Permitted Exceptions;

(b) deliver to Purchaser a certificate, dated as of the date of Closing, and executed on behalf of Seller by a duly authorized officer thereof, stating that the representations and warranties of Seller contained in this Agreement are true and correct in all material respects as of the date of Closing. Such certificate shall expressly state that it is made subject to the limitations of survival and rights with respect thereof set forth in Section 5.3 of this Agreement. If Seller discovers that any of the representations or warranties made by Seller in Section 5.1 of this Agreement were not on the date hereof or are not on the date of Closing true and correct in all material respects, Seller shall include such state of facts in such certificate as shall be necessary or appropriate to make such representations and warranties true and correct in all material respects as of the date hereof and of the date of Closing. If, as a result of any disclosures made in such certificate, the warranties and representation set forth in this Agreement were not on the date hereof or are not on the date of Closing true and correct in all

material respects for any reason other than the occurrence of an event expressly permitted hereunder, the condition set forth in Section 4.6(b) of this Agreement shall not be fulfilled, in which event Purchaser's sole remedy shall be either to (a) waive such condition and close without adjustment of the purchase price or (b) terminate this Agreement in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further rights or obligations hereunder;

(d) deliver to Purchaser such evidence as Purchaser's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Seller;

(e) deliver to Purchaser an affidavit duly executed by Seller stating that Seller is not a "foreign person" as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act;

(f) deliver to Purchaser possession of the Property, subject to the Permitted Exceptions; and

(h) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.3 Purchaser's Obligations at Closing. At Closing, Purchaser shall:

(a) pay to Seller the full amount of the Purchase Price, as increased or decreased by prorations and adjustments as herein provided, in immediately available funds pursuant to Section 1.5 above, it being agreed that at Closing the Earnest Money shall be delivered to Seller and applied towards payment of the Purchase Price;

(b) deliver to Seller a letter duly executed by Purchaser, confirming that Purchaser is not acquiring the Property in whole or part with the assets of an employee benefit plan (an "Employee Benefit Plan") as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and, in the event Purchaser is unable or unwilling to make such a representation, Purchaser shall be deemed to be in default hereunder, and Seller shall have the right to terminate this Agreement and to receive and retain the Earnest Money;

(c) deliver to Seller a certificate, dated as of the date of Closing, and executed on behalf of Purchaser by a duly authorized officer thereof,

stating that the representations and warranties of Purchaser contained in this Agreement are true and correct in all material respects as of the date of Closing. Such certificate shall expressly state that it is made subject to the limitations of survival and rights with respect thereof set forth in Section 5.3 of this Agreement;

(d) deliver to Seller such evidence as Seller's counsel and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Purchaser;

(e) deliver to Seller an affidavit of interest to be filed with the Register of Deeds evidencing Seller's obligations under Section 5.7(c) of this Agreement; and

(f) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Credits and Pro-rations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day of Closing, as if Purchaser were vested with title to the Property during the entire day upon which Closing occurs:

(i) gas, electricity and other utility charges for which Seller is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing (the Seller shall request a meter reading as close as possible to the Closing);

(ii) any other operating expenses or other items pertaining to the Property which are customarily prorated between a purchaser and a seller in the area in which the Property is located; and

(iii) taxes, if any (including personal property taxes on the Personal Property) and assessments levied against the Property.

(b) The provisions of this Section 4.4 shall survive Closing.

4.5 Closing Costs. Seller shall pay (a) the fees of any counsel and/or brokers representing it in connection with this transaction, (b) the fee for the

title examination and the Title Commitment; and (c) any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, and which are customarily paid for by Seller; provided that Purchaser shall pay up to fifteen hundred dollars (\$1,500) of Seller's cost. Purchaser shall pay (aa) the fees of any counsel representing Purchaser in connection with this transaction; (bb) the cost of the Survey; (cc) the fees for recording the deed conveying the Property to Purchaser; (dd) any transfer tax, documentary stamp tax or similar tax which becomes payable by reason of the transfer of the Property, and which are customarily paid for by Purchaser; and (ee) and the premium for the Owner's Policy of Title Insurance to be issued to Purchaser by the Title Company at Closing and any fee for a mortgage insurance policy. All other costs and expenses incident to this transaction and the Closing thereof shall be paid by the party incurring same.

4.6 Conditions Precedent to Obligation of Purchaser. The obligation of Purchaser to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Purchaser in its sole reasonable discretion:

(a) Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.2.

(b) All of the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the date of Closing (with appropriate modifications permitted under this Agreement or not adverse to Purchaser).

(c) Seller shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Seller as of the date of Closing.

4.7 Conditions Precedent to Obligation of Seller. The obligation of Seller to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Seller in its sole reasonable discretion:

(a) Seller shall have received the Purchase Price as adjusted pursuant to and payable in the manner provided for in this Agreement.

(b) Purchaser shall have delivered to Seller all of the items required to be delivered to Seller pursuant to the terms of this Agreement, including, but not limited to, those provided for in Section 4.3.

(c) All of the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all material respects as of the Effective Date and as of the date of Closing (with appropriate modifications permitted under this Agreement or not adverse to Seller).

(d) Purchaser shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Purchaser as of the date of Closing.

ARTICLE V

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties of Seller. Seller hereby makes the following representations and warranties to Purchaser as of the Effective Date:

(a) Organization and Authority. Seller has been duly organized and is validly existing under the laws of the State of Michigan. Seller has, or as of the Closing Date, will have, the full right and authority to enter into this Agreement and to transfer all of the Property to be conveyed by Seller pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by Seller. The person signing this Agreement on behalf of Seller is authorized to do so.

(b) Pending Actions. To Seller's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the transaction contemplated by this Agreement, which, if adversely determined, could individually or in the aggregate have a material adverse effect on title to the Property or any portion thereof or which could in any material way interfere with the consummation by Seller of the transaction contemplated by this Agreement.

(c) No Violations. To Seller's knowledge, and subject to Purchaser's agreement to purchase the Property in "AS IS" condition, Seller has not received prior to the Effective Date any written notification from any governmental or public authority (i) that the

Property is in violation of any applicable fire, health, building, use, occupancy or zoning laws where such violation remains outstanding and, if not addressed, would have a material adverse effect on the use of the Property as currently owned and operated or (ii) that any work is required to be done upon or in connection with the Property, where such work remains outstanding and, if not addressed, would have a material adverse effect on the use of the Property as currently owned and operated.

(d) Condemnation. To Seller's knowledge, no condemnation proceedings relating to the Property are pending or threatened.

(e) Zoning, Use, Utilities, etc. Seller makes no representation as to the use to which the property may be use or that is zoned for the use contemplated by Purchaser; that there exists at the boundary lines, utility services or that Purchaser will have the right or ability to connect its contemplated improvements to public utility lines and services, or if connectable, it will be at regular or reasonable costs.

5.2 Knowledge Defined. References to the "knowledge" of Seller shall refer only to the actual knowledge of the Designated Employees (as hereinafter defined) of Seller, and shall not be construed, by imputation or otherwise, to refer to the knowledge of Seller, or any affiliate of Seller, to any property manager, or to any other officer, agent, manager, representative or employee of Seller any affiliate thereof or to impose upon such Designated Employees any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "Designated Employees" shall refer to the following persons:

Real Estate Manager.

5.3 Survival of Seller's Representations and Warranties. Except for the representations contained in the last two sentences Section 5.1(a), which shall survive for one year, the representations and warranties of Seller set forth in Section 5.1 as updated by the certificate of Seller to be delivered to Purchaser at Closing in accordance with Section 4.2(c) hereof, shall survive Closing for a period of ninety (90) days. No claim for a breach of any representation or warranty of Seller shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which was known to Purchaser prior to Closing, (b) unless the valid claims for all such breaches collectively aggregate more than Five Thousand Dollars (\$5,000.00), in which event the full amount of such claims shall be actionable, and (c) unless written notice containing a description of the specific nature of such breach shall have been given by Purchaser to Seller prior to the

expiration of said ninety (90) day period and an action shall have been commenced by Purchaser against Seller within one hundred eighty (180) days of Closing. For actions based on the last two sentences Section 5.1(a), the ninety (90) day period and one hundred eighty (180) days in Section 5.3(c) hereof shall become one (1) year and one (1) and one hundred eighty (180) days, respectively. The remainder of Section 5.3 shall remain unchanged.

5.4 No Maintenance by Seller. Seller understands and agrees that the Property is no longer actively operated by Seller and, as such, the Seller does not maintain the Property and provides minimal or no security and maintenance. Accordingly, Seller informs Purchaser that it may be in Purchaser's best interest to provide for monitoring and security, at its sole cost and expense.

5.5 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller:

(a) Purchaser has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Purchaser's obligations hereunder, and all requisite action necessary to authorize Purchaser to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Agreement on behalf of Purchaser is authorized to do so.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Purchaser which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

(c) Purchaser has or, as of the date on which the Closing Date is agreed upon by the parties, will have immediately available funds to pay the Purchase Price.

(d) Purchaser shall use the Property for the intended use described in this Exhibit C to this Agreement and shall abide by the development plan, if any, related thereto, which is also fully described in Exhibit C.

(e) Purchaser has inspected and examined, or prior to the Closing, will inspect and examine, the aspects of the Property and its current condition that the Purchaser believes relevant to its decision to

purchase the Property and Purchaser, accepts the Property AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS, including, without limitation, all environmental conditions.

5.6 Survival of Purchaser's Representations and Warranties. The representations and warranties of Purchaser shall survive Closing for a period of ninety (90) days, except for Section 5.5(d) which shall survive for the period set forth in Section 5.7(b).

5.7 Covenants of Purchaser. (a) Purchaser hereby covenants with Seller that Purchaser shall, in connection with its investigation of the Property during the Inspection Period, inspect the Property for the presence of Hazardous Substances (as defined in this Section 5.7), and shall furnish to Seller copies of any reports received by Purchaser in connection with any such inspection, provided Seller pays Purchaser for the actual cost of obtaining copies of such report(s). Prior to the expiration of the Inspection Period, in the event that such reports, tests or studies indicate that additional investigation may be required, either Seller or Purchaser may request (at the cost of the party requesting same) that such additional investigation be undertaken provided that neither Seller nor Purchaser shall be obligated to undertake any such additional investigation, neither shall undertake such additional investigation without the written consent of the other, and either Purchaser or Seller shall be entitled to terminate this Agreement rather than proceed with any such additional investigation.

Purchaser hereby assumes full responsibility for such inspections and irrevocably waives any claim against Seller arising from the presence of Hazardous Substances on the Property. Purchaser shall also furnish to Seller copies of any other reports received by Purchaser relating to any other inspections of the Property conducted on Purchaser's behalf, if any (including, specifically, without limitation, any reports analyzing compliance of the Property with the provisions of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, et seq., if applicable), provided Seller pays Purchaser for the actual cost of obtaining copies of such report(s). As used herein, "Hazardous Substances" means all hazardous or toxic materials, substances, pollutants, contaminants, or wastes currently identified as a hazardous substance or waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (commonly known as "CERCLA"), as amended, the Superfund Amendments and Reauthorization Act (commonly known as "SARA"), the Resource Conservation and Recovery Act (commonly known as "RCRA"), or any other federal, state or local legislation or ordinances applicable to the Property.

(b) Purchaser hereby covenants for itself and its successors and assigns and every successor in interest to the Property, or any part thereof, that the Purchaser and its successors and assigns shall: (i) devote the Property only to and in accordance with the Intended Use specified described in Exhibit C attached hereto ("Intended Use"); and (ii) not engage in speculation or exploit the Property for speculation, it being acknowledged and understood by the Purchaser that the Seller specifically relied on the representations, warranties and covenants of the Purchaser regarding its Intended Use of the Property in determining and negotiating the terms and conditions of the sale contemplated hereunder. This covenant shall be construed to run with the Property and the Deed shall contain this restriction for a period of ten years.

(c) Purchaser hereby agrees that in the event that the Purchaser that the Purchaser resells the Property within (a) three (3) years of the Closing Date for a price higher than Purchase Price, the Purchaser shall pay to Seller, seventy-five percent (75%) of the difference between the resale price and Purchase Price, deduction of customary and normal costs of the transaction, such as title insurance, transfer taxes, broker's commissions and reasonable attorney's fees, or (b) within year four or five from the Closing Date for a price higher than Purchase Price, the Purchaser shall pay to Seller, fifty percent (50%) of the difference between the resale price and Purchase Price, deduction of customary and normal costs of the transaction, such as title insurance, transfer taxes, broker's commissions and reasonable attorney's fees.

ARTICLE VI DEFAULT

6.1 Default by Purchaser. If Purchaser fails to perform any of its obligations under this Agreement for any reason other than Seller's default or the permitted termination of this Agreement by either Seller or Purchaser as herein expressly permitted, Seller shall have the right, in its sole discretion, to (a) terminate this Agreement and receive and retain the Earnest Money hereunder, which retention shall operate to terminate this Agreement and release Purchaser from any and all liability hereunder, and/or (b) enforce specific performance of Purchaser's obligation to execute the documents and pay the Purchase Price required for Seller to convey the Property to Purchaser. Specifically, for a breach of the development covenant contained in section 5.3 of this Agreement, Seller, in its sole discretion, shall have the right to enforce specific performance of Purchaser's obligation or require Purchaser to sell the Property to a third party who will complete development of the

Property, provided that such third party reimburses for its reasonable development costs per date. Seller shall give 10 days' notice and an opportunity to cure for any Purchaser breach of this Agreement occurring at least 10 days prior to the agreed upon date of Closing. Seller may, at its option, but shall not be required to, give notice and an opportunity to cure any breach by Purchaser occurring less than 10 days prior to the agreed upon date of Closing.

6.2 Default by Seller. In the event that Seller fails to perform any of its obligations under this Agreement for any reason other than Purchaser's default or the permitted termination of this Agreement by Seller or Purchaser as herein expressly provided, Purchaser, after providing Seller with 10 days' notice and an opportunity to cure, shall be entitled, to receive the return of the Earnest Money, subject to any costs for a title commitment as set forth in Section 2.1, which return shall operate to terminate this Agreement and release Seller from any and all liability hereunder.

ARTICLE VII

RISK OF LOSS

7.1 Damage or Condemnation. In the event of loss or damage to the Property as a result of fire or another casualty (which definition does not include vandalism), or any portion thereof, or condemnation, this Agreement shall remain in full force and effect and subject to the other provisions contained herein, and Seller, at its option in its sole reasonable discretion, may (a) elect to perform any necessary repairs to the Property prior to Closing, or (b) offer the Purchaser a reduction in the Purchase Price, or (c) if in the event of a condemnation, assign to Purchaser, Seller's rights to receive any awards that may be made for such taking. In the event that Seller performs repairs upon the Property, Seller shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs. In the event that Purchaser does not agree to accept the offered reduction in the Purchase Price or condemnation amount, Purchaser's sole remedy shall be to terminate the Agreement and have the Earnest Money returned. Upon Closing, full risk of loss with respect to the Property shall pass to Purchaser. Purchaser may waive any of the provisions of this paragraph and close on the purchase of the Property on the date of Closing.

ARTICLE VIII

COMMISSIONS

8.1 Brokerage Commissions. Each party represents to the other that there has been no broker or finder engaged in connection with the sale of the Property. Each party agrees that should any claim be made for brokerage commissions or finder's fees by any broker or finder by, through or on account of any acts of said party or its representatives, said party will indemnify and hold the other party free and harmless from and against any and all loss, liability, cost, damage and expense in connection therewith. The provisions of this paragraph shall survive Closing.

ARTICLE IX

DISCLAIMERS AND WAIVERS

9.1 No Reliance on Documents. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by Seller to Purchaser in connection with the transaction contemplated hereby. Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by Seller to Purchaser shall be for general informational purposes only, (b) Purchaser shall not have any right to rely on any such report delivered by Seller to Purchaser, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (c) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Purchaser shall have any liability to Purchaser for any inaccuracy in or omission from any such report.

9.2 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN SELLER'S LIMITED COVENANT OF TITLE TO BE SET FORTH IN THE DEED), ZONING, TAX CONSEQUENCES,

LATENT OR PATENT PHYSICAL OR ENVIRONMENTAL CONDITION, UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY DOCUMENTS OR ANY OTHER INFORMATION PROVIDED BY OR ON BEHALF OF SELLER TO PURCHASER, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS", EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. PURCHASER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESSED OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO (INCLUDING SPECIFICALLY, WITHOUT LIMITATION, PROPERTY INFORMATION PACKAGES DISTRIBUTED WITH RESPECT TO THE PROPERTY) MADE OR FURNISHED BY SELLER, THE MANAGER OF THE PROPERTY, OR ANY REAL ESTATE BROKER OR AGENT REPRESENTING OR PURPORTING TO REPRESENT SELLER, TO WHOMEVER MADE OR GIVEN, DIRECTLY OR INDIRECTLY, ORALLY OR IN WRITING, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. PURCHASER REPRESENTS TO SELLER THAT PURCHASER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS PURCHASER DEEMS NECESSARY TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, OTHER THAN SUCH REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INVESTIGATIONS, AND PURCHASER, UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH PURCHASER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT

OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY. PURCHASER AGREES THAT SHOULD ANY CLEANUP, REMEDIATION OR REMOVAL OF HAZARDOUS SUBSTANCES OR OTHER ENVIRONMENTAL CONDITIONS ON THE PROPERTY BE REQUIRED AFTER THE DATE OF CLOSING, SUCH CLEAN-UP, REMOVAL OR REMEDIATION SHALL BE THE RESPONSIBILITY OF AND SHALL BE PERFORMED AT THE SOLE COST AND EXPENSE OF PURCHASER.

9.3 Effect and Survival of Disclaimers. Seller and Purchaser acknowledge that the compensation to be paid to Seller for the Property has been decreased to take into account that the Property is being sold subject to the provisions of this Article IX. Seller and Purchaser agree that the provisions of this Article IX shall survive Closing.

ARTICLE X

MISCELLANEOUS

10.1 Confidentiality. All information (collectively, "Inspection Material") acquired by Purchaser or any of its Representatives (as hereinafter defined) with respect to the Property, whether delivered by Seller or any of its Representatives or obtained by Purchaser as a result of its inspection of the Property, examination of Seller's files or otherwise shall be used solely for the purpose of determining whether or not the Property is suitable for Purchaser's purpose and for no other reason. All Inspection Material shall be kept in strict confidence and, unless otherwise required by law, shall not be disclosed to any individual or entity other than those Representatives of Purchaser who need to know the information for the purpose of assisting Purchaser in making such determination. Purchaser will indemnify and hold Seller harmless from and against any and all loss, liability, cost, damage or expense Seller may suffer or incur as a result of the improper disclosure of any Inspection Material to any individual or entity other than an appropriate Representative of Purchaser and/or the use of any Inspection Material by Purchaser or any Representative thereof for any purpose other than as herein provided. As used herein, "Representative" shall mean any employee, officer, director,

shareholder, partner, owner, affiliate, agent or representative of a party. If Purchaser shall elect to terminate this Agreement or if the Closing shall fail to take place for any other reason whatsoever, Purchaser will, promptly following Seller's request therefore, return to Seller all Inspection Material previously delivered by Seller or any of its representatives which is in the possession of Purchaser or any of its Representatives and destroy all copies, notes or extracts thereof as well as all copies of any analyses, compilations, studies or other documents prepared by Purchaser or for its use (whether in written form or contained in database or other similar form) containing or reflecting any Inspection Material. It is understood and agreed that, with respect to any provision of this Agreement which refers to the termination of this Agreement and the return of the Earnest Money to Purchaser, such Earnest Money shall not be returned to Purchaser unless and until Purchaser has fulfilled its obligation to return to Seller the materials described in the preceding sentence. In the event of a breach or threatened breach by Purchaser or its Representatives of this Section 10.1, Seller shall be entitled to an injunction restraining Purchaser or its Representatives from disclosing, in whole or in part, any Inspection Material. Nothing herein shall be construed as prohibiting Seller from pursuing any other available remedy at law or in equity for such breach or threatened breach. The provisions of this Section shall not survive the Closing, but shall continue in full force and effect notwithstanding the prior termination of this Agreement pursuant to any right of termination granted herein or otherwise.

10.2 Public Disclosure. Prior to Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller and their respective counsel or as required by law.

10.3 Discharge of Obligations. The acceptance of the Deed by Purchaser shall be deemed to be a full performance and discharge of every representation and warranty made by Seller herein and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

10.4 Assignment. (a) Purchaser may not assign its rights under this Agreement without first obtaining Seller's written approval, which approval may be given or withheld in Seller's sole discretion. The assignment of any of Purchaser's rights under this Agreement without Seller's prior written consent or any transfer, directly or indirectly, of any stock, partnership interest or other ownership interest in Purchaser without Seller's written approval, which consent or approval, as the case may be, may be given or withheld in Seller's sole discretion, shall constitute a default by Purchaser under this Agreement.

(b) Purchaser shall give Seller prior written notice of any proposed assignment of this Agreement or proposed transfer, directly or indirectly, of any stock, partnership or other ownership interest in Purchaser. Such notice shall identify the proposed assignee or transferee and the constituent individuals and/or entities thereof. Purchaser shall in addition cause to be delivered to Seller such further information with respect to the proposed assignee or transferee and the constituent individuals and/or entities thereof, as Seller may request. Seller's consent to any such assignment or transfer shall not relieve Purchaser of its obligations under this Agreement.

10.5 Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) reputable overnight delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Seller:

Real Estate Department
Detroit Public School Community District
1601 Farnsworth
Building C
Detroit, MI 48211
(313) 515-6991
Email: tammy.deane@detroitk12.org

With a copy to:

General Counsel
Detroit Public Schools Community District

3011 W. Grand Blvd., 10th Floor
Detroit, MI 48202
(313) 873-4528
Facsimile: (313) 873-4564

If to Purchaser:

(____) ____ - ____

Facsimile: (____) ____ - ____

Email: _____

With a copy to:

(____) ____ - ____

Facsimile: (____) ____ - ____

Email: _____

10.6 Modifications. This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

10.7 Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5 p.m., local time.

10.8 Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto.

10.9 Entire Agreement. This Agreement, including the Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

10.10 Further Assurances. Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Purchaser shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Purchaser with respect to the Property. The provisions of this Section 10.10 shall survive Closing.

10.11 Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

10.12 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

10.13 Applicable Law. This Agreement is performable in the state in which the Property is located and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of such state. Seller and Purchaser hereby irrevocably submit to the jurisdiction of any state or federal court sitting in the state in which the Property is located in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in a state or federal court sitting in the state in which the Property is located. Purchaser

and Seller agree that the provisions of this section 10.13 shall survive the Closing of the transaction contemplated by this Agreement.

10.14 No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

10.15 Exhibits. The following exhibit attached hereto shall be deemed to be an integral part of this Agreement:

Exhibit A - Legal Description of the Land

Exhibit B - Excluded Personal Property

Exhibit C - Intended Use

10.16 Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

10.17 Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10.18 Termination of Agreement. It is understood and agreed that if either Purchaser or Seller terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve Seller and Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

10.19 Survival. The provisions of this Article 10 and of the following Sections of this Agreement shall survive Closing or any termination of this Agreement prior thereto and shall not be merged into the execution and delivery of the Deed: 3.1 (Right of Inspection); 4.4 (Credits and Pro-rations); 5.3 (Survival of Seller's Representations and Warranties); 5.6 (Survival of Purchaser's Representations and Warranties); 8.1 (Broker's Commissions) and 9.3 (Effect and Survival of Disclaimers). The foregoing is in addition to and not in exclusion of any survival provisions elsewhere set forth in this Agreement.

10.20 No Recordation. Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record and any breach of this covenant shall, unless the party not placing same of record is otherwise in default hereunder, entitle the party not placing same of record to pursue its rights and remedies under Article VI.

10.21 Indemnification. The Purchaser agrees to release Seller, its agents, officials and employees from, and shall indemnify and save harmless the Seller, its agents, officials and employees against and, from all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses of attorneys, whether inside or outside counsel, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Seller by reason of the following occurring during the term of this Agreement and particularly, but not solely, during the Inspection Period: any negligent or tortuous act or omission of the Purchaser or its agents, employees or assigns resulting in personal injury, bodily injury, sickness, disease or death, or injury to or destruction of tangible and/or real property, including the loss of use therefrom.

Signatures on the following Page

Balance of Page left Intentionally Blank

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

SELLER:

DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT

a Michigan statutory body

By: _____

Name: _____

Title: Superintendent

Dated: _____,

20__

APPROVED AS TO FORM:

Name:

Title:
Office of the General Counsel
Detroit Public Schools Community District

Date: _____

PURCHASER:

a _____

By: _____

Name: _____

Title: _____

Dated: _____,

20__

Exhibit A

LEGAL DESCRIPTION OF THE LAND

The following premises situated in the City of Detroit, County of Wayne, State of Michigan:

Left Blank Intentionally

NOTE: This legal description was provided by the City of Detroit Assessments Division. An accurate legal description of the Property will be provided with any survey secured pursuant to Section 2.2 hereof. The property description contained in any deed provided by the District hereunder shall conclusively be deemed to the property description agreed by the parties and conveying the property to Purchaser.

Exhibit B

EXCLUDED PERSONAL PROPERTY

Exhibit C

INTENDED USE

Related Development Plan:

Purchaser also shall:

- a. Prepare preliminary drawings and site plans for the construction and landscaping of the Property, all in accordance with the requirements of federal, state and local zoning, land use, building, construction and other laws, rules, codes and regulations applicable thereto.
- b. Submit a copy of said preliminary drawings and site plans to Seller within _____ days of the Closing.

Within _____ days of the closing, Purchaser will execute the necessary and appropriate agreements committing Purchaser to the construction of the development of the Property in accordance with the preliminary drawings and site plans. Purchaser will obtain the necessary permits and will complete construction within