

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Agreement") is entered into as of the 23rd day of February, 2017 by and between 2000 PTSK Holdings LLC or Assigns ("Buyer") and the City of Charlotte ("Seller").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale. Buyer agrees to buy and Seller agrees to sell that certain real property in the City of Charlotte, Eaton County, Michigan, consisting of approximately 3.29 acres of vacant land and bearing a tax identification number of 200-006-300-210-01, together with all structures and permanent improvements located thereon and with the benefit of all rights appurtenant thereto (the "Property").

2. Purchase Price. The purchase price for the Property shall be Thirty Eight Thousand Dollars (\$38,000.00), payable as follows:

(a) Earnest money of One Thousand and No/100 Dollars (\$1,000.00) shall be paid by Buyer to **Diversified National Title Agency** (the "Escrow Agent") within ten (10) days after the execution of this Agreement by Buyer and Seller.

(b) The balance of the Purchase Price shall be paid in readily available funds at closing.

3. Deed. At closing, Seller shall convey the Property to Buyer by a general warranty deed, free and clear of all liens and encumbrances.

4. Legal Possession and Occupancy. Legal possession and occupancy of the Property shall be delivered to Buyer on the date of closing.

5. Effective Date. This Agreement shall be effective upon execution by both Buyer and Seller (the "Effective Date"). At any time prior to the Effective Date, Buyer may terminate this Agreement by so notifying Seller in writing, in which case this Agreement shall be null and void, Buyer shall have no further obligations under this Agreement.

6. Closing. The transaction contemplated by this Agreement will be closed at the office of **Diversified National Title Agency** (the "Title Company") on or before the earlier of (a) a date that falls within ten (10) days after Buyer has notified Seller in writing that all of Buyer's contingencies (other than the contingency set forth in Section 12(c) hereof, which will remain in effect as a contingency until it has been satisfied or expressly waived by Buyer in writing) have been satisfied or waived, or (b) May 26, 2017, or at such other time and place as may be agreed to in writing by Buyer and Seller. At or prior to closing, Seller shall pay (i) one hundred percent (100%) of the cost of all documentary stamp or real property transfer tax imposed by reason of the conveyance of the Property, (ii) fifty percent (50%) of the Title Company's escrow and/or closing fees, if any, (iii) one hundred percent (100%) of all recording fees and filing fees imposed in connection with removing liens from the title to the Property, including, without limitation, mortgages, security interests, UCC financing statements, judgments and construction liens, and (iv) one hundred percent (100%) of the cost of the premium and other charges and costs of the title insurance commitment and the owner's policy of title insurance (including the cost of a so-called "gap" endorsement). At or prior to closing, Buyer shall pay (i) one hundred percent (100%) of the cost of all recording fees imposed by reason of the conveyance of the Property, (ii) one hundred percent (100%) of any inspections or studies Buyer elects to obtain, and (iii) fifty percent (50%) of the Title Company's escrow and/or closing

fees, if any. Prorations shall be in accordance with the provisions of this Agreement based on a 365-day year. Unless otherwise provided in this Agreement, all other costs of closing shall be allocated to and paid by Seller and Buyer at closing in accordance with the manner in which such costs are customarily borne by such parties in the county in which the Property is located.

7. Adjustments. All income and expenses related to the Property, including, without limitation, real estate taxes for the current year, and other similar charges shall be prorated at closing, so Seller shall receive the benefit of all income and be charged for all expenses through the day immediately preceding the date of closing, and Buyer shall receive the benefit of all income and be charged for all expenses on and after the date of closing.

Special assessments and other charges and taxes of a similar nature, if any, which have been or will be levied or assessed for work actually commenced on or prior to the date of closing shall be paid in full by Seller at or prior to closing. Special assessments and other charges and taxes of a similar nature for work commenced after the date of closing shall be the Buyer's responsibility upon closing this transaction.

8. Title Documents. At closing, Seller shall, at its expense, provide Buyer a standard ALTA owner's policy of title insurance with standard exception in the amount of the purchase price, effective as of the date of closing. Seller shall provide Buyer a commitment to issue such policy insuring marketable title, including a tax status report, within fifteen (15) days after the Effective Date.

9. Default.

(a) Buyer's Default. In the event of Buyer's default, Seller's sole and exclusive remedy shall be to receive, as liquidated damages, the earnest money deposits held by the Escrow Agent. Upon Seller's receipt of such earnest money deposits, all obligations of either party hereto shall cease, except for any obligations which, under the terms of this Agreement, survive this Agreement.

(b) Seller's Default. In the event of Seller's default, Buyer shall be solely entitled to (i) sue for specific performance plus all costs and expenses resulting from such default; or (ii) receive the earnest money.

10. Buyer's Due Diligence.

(a) Due Diligence Activities. At any time after the Effective Date, Buyer and/or Buyer's agent(s) shall have the right to perform various due diligence activities with respect to the Property to determine whether the condition of the Property is acceptable to Buyer and to determine whether the Property will be suitable for Buyer's proposed use of the Property. Such due diligence activities may include, without limitation, the following, entering upon the Property to inspect the Property and make or cause to be made surveys and engineering and environmental studies.

(b) No Effect on Warranties. The exercise of any due diligence activities provided for in this Agreement shall in no way relieve Seller of its responsibility for the accuracy of all of its warranties and representations contained in this Agreement.

11. Required Approvals. Buyer shall be responsible, at its own cost and expense, for the preparation and submission of all plans and applications for federal, state, municipal and other permits and approvals arising out of or needed in connection with Buyer's proposed use of the Property. Seller shall promptly cooperate with all reasonably requested from Buyer in obtaining such permits and approvals.

12. Contingencies. Buyer's obligation to consummate the transaction contemplated herein is contingent upon the satisfaction or waiver of the following conditions precedent at or prior to the closing of the transaction contemplated herein:

(a) Buyer determining, in Buyer's sole and absolute discretion, that (i) the condition of the Property is acceptable to Buyer, (ii) the Property will be suitable for Buyer's proposed use of the Property, and (iii) the present and future economic feasibility of Buyer's proposed use of the Property is consistent with Buyer's investment objectives.

(b) Buyer's receipt of all governmental approvals, zoning changes and permits as may be needed or desired by Buyer, in Buyer's sole and absolute discretion, in connection with Buyer's proposed use of the Property.

(c) All of Seller's warranties and representations shall be true, correct and complete as of the date of closing the transaction contemplated herein.

(d) Seller shall have fully performed all of its obligations under this Agreement.

(e) Buyer successfully closing on the purchase of the parcel of land located adjacent to the Property, which bears the parcel identification number 200-006-300-210-02 on terms and conditions acceptable to Buyer.

13. Satisfaction of Contingencies. If any of the contingencies set forth in this Agreement is not satisfied or waived by Buyer prior to closing, then Buyer, at its sole option, may declare this Agreement to be null and void whereupon all earnest money, if any, paid hereunder shall be returned forthwith to Buyer.

Seller and Buyer hereby acknowledge and agree that they intend this Agreement to be a binding and enforceable agreement, subject to the terms and conditions set forth herein, and each party hereby waives any right to hereafter challenge the enforceability of this Agreement on the basis that the contingencies set forth in this Agreement are at the sole discretion of Buyer. Buyer agrees to use its good faith efforts to perform its due diligence concerning the Property and determine whether the purchase contemplated herein may satisfy all of the contingencies set forth herein. Seller acknowledges and agrees that such efforts by Buyer will require Buyer to expend significant time and money investigating and reviewing such contingencies and the expenditure of such time and money by Buyer constitutes good and sufficient consideration to Seller for Seller granting Buyer the time set forth in this Agreement to investigate and resolve all such contingencies.

14. Closing Documents. At closing, Seller shall deliver to Buyer, in addition to all other closing documents required to be delivered by Seller hereunder, the following documents, all of which shall be executed by or on behalf of Seller wherever appropriate:

(a) Written evidence that Seller has received any and all approvals and/or authorizations that are required for Seller to enter into and consummate the transaction contemplated herein.

(b) Any other documents which may be required by the Title Company including, without limitation, an owner's affidavit as to construction liens and possession and a gap undertaking or affidavit.

15. Representations and Warranties.

(a) Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date of this Agreement and as of the date of closing, which representations and warranties shall survive the closing of the transaction contemplated herein for a period of one (1) year, that:

(i) Seller is the present owner of the Property and there are no other outstanding contracts affecting Seller's interest in the Property.

(ii) All documents and written information delivered to Buyer pursuant to this Agreement are correct and complete in all respects, there are no other agreements, written or oral, modifying or amending such documents or written information, and Seller has not omitted to disclose to Buyer any material facts necessary to make such information not misleading.

(iii) Seller knows of no special assessments levied or contemplated to be levied against the Property by reason of improvements not yet completed.

(iv) Seller has received no notice and has no knowledge of any suit, claim or similar matter pending or threatened which will or may affect the title to the Property or the operation thereof.

(v) This Agreement has been duly authorized and executed by Seller and constitutes the legal and binding obligation of Seller and is enforceable against Seller in accordance with its terms, and the execution and delivery of this Agreement and the consummation of the transaction provided for herein shall not result in a breach of any law, regulation, judgment, order, decree or governing document of Seller, or any contract or agreement to which Seller is a party or by which Seller is bound or to which the Property is subject.

(vi) The Property is zoned for its current usage pursuant to any applicable municipal ordinances.

(vii) There are no existing options or rights of first refusal to purchase the Property.

(xi) To the best of Seller's knowledge and belief, the Property is in full compliance with all Environmental Laws and there are no accumulations in or about the Property of any petroleum, PCBs, asbestos or urea formaldehyde insulation, any hazardous waste or toxic, pollutant, contaminant or other substance regulated by any state or federal statute, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Toxic Substance Control Act, or any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such wastes or substances, including but not limited to the United States Environmental Protection Agency and any applicable state or local agencies (all such statutes, rules, regulations or orders shall collectively be referred to herein as "Environmental Laws").

(b) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date of this Agreement and as of the date of closing, which representations and warranties shall survive the closing of the transaction contemplated herein, that:

(i) Buyer is duly formed, validly existing and in good standing under the laws of the state of its formation. Buyer has all requisite corporate power and authority to own, lease

and operate its properties, to conduct the businesses presently conducted by it, to execute and agree to this Agreement and to perform its obligations hereunder.

(ii) This Agreement has been duly authorized and executed by Buyer and constitutes the legal and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms, except only as such enforcement may be limited by bankruptcy, insolvency and other laws relating to protection from creditors or general equitable principles, and the execution and delivery of this Agreement and the consummation of the transaction provided for herein shall not result in a breach of any law, regulation, judgment, order, decree or governing document of Buyer, or any contract or agreement to which Buyer is a party or by which Buyer is bound.

16. Miscellaneous Provisions.

(a) Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

(c) Entire Agreement; Amendment. This Agreement supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof and sets forth the sole and entire agreement among the parties concerning the transaction contemplated herein, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than are herein set forth. This Agreement may only be amended by a written agreement signed by all of the parties.

(d) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(e) Binding Effect, Benefits. This Agreement will inure to the benefit of the parties hereto and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and permitted assigns. Buyer may assign its rights and obligations hereunder to an entity that is owned or controlled by Buyer, without Seller's consent. Seller shall not assign its rights or obligations hereunder.

(g) Survival. All representations, warranties and indemnities contained herein shall survive the closing of the transaction contemplated herein, subject to any specifically stated limitations.

(h) Notices. Any notices required or permitted to be sent or given hereunder shall be deemed given when personally delivered; mailed by certified mail, return receipt requested, with postage prepaid; deposited with Federal Express or a similar commercial courier service; or sent by e-mail transmission, as follows:

If to Buyer: 2000 PTSK Holdings LLC

Attn: Andrew Schmitt
817 West Main Street
Brownsville, WI 53006
E-mail: aschmitt@michels.us

If to Seller: City of Charlotte
Attn: Bryan Myrkle, Community Development Director

111 E. Lawrence Ave
Charlotte, MI 48813
Email: bmyrkle@charlottemi.org

Either party may change its address for notice by providing the other party notice in accordance with the foregoing provisions. Notice given pursuant to the foregoing provisions by (i) personal delivery, mail or overnight courier shall be effective upon physical receipt; or (ii) e-mail shall be effective as of (A) the date of transmission if received before 5:00 p.m. in the intended recipient's local time zone on any business day, or (B) the next succeeding business day if transmitted after 5:00 p.m. in the intended recipient's local time zone on any business day or during any non-business day.

(i) Counterparts; Facsimile and E-mail Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Scanned signatures sent by electronic mail, or electronic signatures, on this Agreement or any related documents shall have the same effect as original signatures. This Agreement and any documents related hereto shall be deemed fully executed upon signing by all parties in any combination of original, scanned, or electronic signatures.

(j) Time is of the Essence. Time is of the essence as to possession, occupancy and date of closing.

(k) Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Agreement will not be materially and adversely affected thereby, (i) such provision will be fully severable; (ii) this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; (iii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom; and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision that is as similar in terms to such illegal, invalid or unenforceable provision as may be possible and will, from an economic viewpoint, most nearly and fairly approach the effect of the unenforceable provision and the intent of the parties.

(l) No Presumption. Should any provision of this Agreement require additional interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who himself or through his agent prepared the same, it being understood and agreed that both parties have participated in the preparation of this Agreement.

(m) Costs and Expenses. Except as otherwise provided herein, each of the parties shall be responsible for the payment of its own costs, expenses, broker fees (if any), and legal and accounting fees incurred in connection with the negotiation and execution of this Agreement and the closing of the transaction contemplated herein.

(n) Authority. Each individual executing this Agreement on behalf of an entity warrants and represents that he or she has been duly authorized to execute this Agreement and to bind the entity on whose behalf he or she is executing this Agreement to all of the terms, conditions and provisions contained herein.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

BUYER:

2000 PTSK Holdings LLC or Assigns

by DRM Leasing, Inc., its Manager

By:

[Signature]

Name: *A. DAVID STEGEMAN*

Title: *VICE PRESIDENT*

SELLER:

City of Charlotte

By:

Name:

Title: