

REAL ESTATE SALE AGREEMENT

(Forestcove Office Campus Units 2 and 3, 3021-3023 Miller Road)

This REAL ESTATE SALE AGREEMENT (this “**Agreement**”) is made as of _____ (“**Effective Date**”), by and between FORESTCOVE ASSOCIATES LLC, a Delaware limited liability company, having an address at 777 E. Eisenhower Parkway, Suite 850, Ann Arbor, Michigan 48108 (“**Seller**”), and CITY OF ANN ARBOR, a Michigan municipal corporation, having an address at 310 Huron, P.O. Box 8647, Ann Arbor, Michigan 48107 (“**Purchaser**”).

RECITALS:

A. Seller desires to sell its interest in the real property commonly known as 3021-3023 Miller Road located in Ann Arbor, Michigan, and also known as Units 2 and 3 in the Forestcove Office Campus condominium subdivision located in Ann Arbor, Michigan (the “**Property**” more fully described on Exhibit A attached hereto), together with the related rights in general common elements and limited common elements as set forth in the Master Deed (described in Exhibit A) to Purchaser.

B. Consistent with the terms of the Master Deed, the Forestcove Office Campus condominium (“**Condominium**”) is administered, operated, managed and maintained by the Forestcove Condominium Association, a Michigan domestic nonprofit corporation (“**Association**”).

C. Purchaser desires to purchase the Property from Seller, on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, for \$10 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Purchase and Sale; Deposit.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, subject to the terms of this Agreement. The purchase price (“**Purchase Price**”) for the Property shall be \$2,800,000. On the Effective Date, Purchaser shall deposit \$140,000 (the “**Deposit**”) with ATA National Title Group, LLC (“**Title Company**”), as escrow agent for the parties (in such capacity, “**Escrow Agent**”), under the Escrow Agreement in the form attached as Exhibit 1 hereto (the “**Escrow Agreement**”) which shall be executed by the parties on or promptly after the Effective Date. The Deposit shall be held in a non-interest-bearing account at a federally insured bank. The Deposit shall be paid to Seller at Closing as part payment of the Purchase Price or returned to Purchaser or paid over to Seller as provided herein. The balance of the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement, shall be paid by federal wire transfer of immediately available funds at Closing (as later defined).

2. **Title.** Simultaneously with the execution of this Agreement, Seller shall order from the Title Company a commitment for an A.L.T.A. owner’s policy of title insurance (ALTA 2006), in the amount of the Purchase Price naming Purchaser as the proposed insured thereunder (the “**Title Evidence**”). If the Title Evidence discloses any defect (“**Defects**”) which are unacceptable

to Purchaser in its reasonable discretion, Purchaser shall notify Seller thereof (the “**Defect Notice**”) within ten (10) days after Purchaser’s receipt of the Title Evidence, otherwise, Purchaser shall be deemed satisfied with the Title Evidence and the condition of Seller’s title without any further action by the parties. If Purchaser furnishes Seller with a Defect Notice with respect to any Defects, Seller shall have until five (5) days prior to Closing to notify purchaser of how Seller shall cure such Defects to Purchaser’s reasonable satisfaction or to obtain the Title Company’s agreement to affirmatively insure over such Defects, although Seller shall have no obligation to cure or obtain insurance over such Defects. If Seller does not notify purchaser of how Seller shall cure Defects, obtain the Title Company’s agreement to affirmatively insure over such Defects five (5) days prior to closing, or if Seller does not cure or obtain insurance over any Defect by the Closing or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than the earlier of Closing or five (5) days after such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, the Deposit shall be returned to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other under this Agreement, or (b) waive its objections to such Defects and accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election by Closing or within said five (5) day period, as applicable, then Purchaser shall be deemed to have elected option (b). Notwithstanding the foregoing, Purchaser agrees that Seller may, at its sole option but without being obligated to do so, with respect to any Defects which consist of mortgages, liens or other encumbrances in a liquidable amount, pay and discharge the same at Closing using the proceeds of sale.

3. **Inspections.**

(a) On or before 5 business days after the Effective Date, Seller shall, by the grant of access to an electronic data folder, provide to Purchaser the documents and materials (“**Seller’s Documents**”) listed on Exhibit 2 attached hereto. The parties shall execute and deliver to one another a written acknowledgment as to the date on which such access has been granted. During the period (the “**Inspection Period**”) commencing on the last to occur of the date of delivery of Seller’s Documents or the Effective Date and continuing until 5:00 pm eastern time on the date 20 days thereafter, Purchaser shall have the right at its sole cost and expense, to make such legal, factual and other inquiries, investigations and inspections, to conduct such tests, studies and examinations, to investigate such laws, ordinances and codes and to conduct such other due diligence as Purchaser deems necessary or advisable in its sole determination, to satisfy itself that the Property is suitable for Purchaser’s intended use (collectively, the “**Inspections**”).

(b) Upon not less than 2 business days’ advance notice to Seller, Purchaser and its officers, employees, agents, contractors and invitees (“**Purchaser’s Representatives**”) may, accompanied by representatives of Seller should Seller so elect, access the Property, including all general common elements of the Condominium, during the Inspection Period to perform the Inspections, all at Purchaser’s sole cost, expense and risk. In performing the Inspections, Purchaser shall (i) not in any material way, interfere with or otherwise disrupt the business operations of any tenant or occupant of the Property, (ii) conduct any such Inspections upon the Property in good, workmanlike and lien free manner, and (iii) not perform any invasive testing, drilling, boring or Phase II environmental site assessment or otherwise physically alter the Property except with the prior written consent of Seller, which shall not be unreasonably denied. Purchaser

shall not permit any construction lien to be filed against the Property in connection with any such Inspections and shall instruct all third parties performing such Inspections that they shall not have the right to file any construction lien upon the Property. To the extent allowed by law, Purchaser shall indemnify, defend, and hold Seller harmless from any claims, including construction liens, expenses, liabilities, damages, losses or injuries, including the costs and expenses of investigation, defending and settling or litigating any claim, and reasonable attorney's fees, arising out of or related to any actions of Purchaser and/or Purchaser's Representatives on the Property. Notwithstanding the foregoing, Purchaser shall have no indemnification obligation with respect to the mere discovery or disclosure of a preexisting condition on the Property by Purchaser. In the event any Inspections disturb any portion of the Property, Purchaser shall, at its sole cost and expense, promptly restore the Property to its condition immediately prior thereto. Purchaser's obligations under this Section shall survive the Closing or the termination of this Agreement.

(c) Prior to Purchaser or Purchaser's Representatives entering onto the Property for purposes of conducting such Inspections, Purchaser shall deliver to Seller an original policy or a satisfactory certificate of insurance evidencing coverage for commercial general liability insurance in an amount not less than \$2,000,000 per occurrence, \$5,000,000 aggregate. Such insurance must include acts or omissions of Purchaser and Purchaser's Representatives and be written by an insurance company licensed to do business in Michigan and rated at least A+ by the then most current A.M. Best's rating service. Seller shall be named as an additional insured under such insurance. This insurance must be on an occurrence basis, provide primary and non-contributory coverage to Seller, and provide that it may not be amended or canceled without thirty (30) days prior written notice to Seller. Such insurance must be maintained in full force by Purchaser at all times during the Inspection Period.

(d) If Purchaser is dissatisfied with the results of its Inspections, Purchaser shall notify Seller in writing of such dissatisfaction prior to the expiration of the Inspection Period and include therewith a description of the objectionable condition and a copy of any related inspector's or analyst's report (collectively, the "**Inspection Defect Notice**"), otherwise Purchaser shall be deemed satisfied with its Inspections and the condition of the Property without any further action by the parties. If Seller timely receives an Inspection Defect Notice, then, this Agreement shall be deemed terminated, the Deposit shall be returned to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement except for such obligations or liabilities of Purchaser which expressly survive termination of this Agreement.

4. **Closing.**

(a) Purchaser and Seller shall close the purchase and sale of the Property (the "**Closing**") on a mutually agreed upon date on or before the date 5 days after the expiration of the Inspection Period (such date shall be referred to as the "**Closing Date**"), at or through the offices of the Title Company or at such other place as Seller and Purchaser may agree to in writing.

(b) On the Closing Date, Seller shall execute and deliver or cause to be executed and delivered to Purchaser the following: (i) a Covenant Deed ("**Deed**"), in the form set forth on Exhibit 3 hereto, conveying all of Seller's right, title, and interest in and to the Property; (ii) a Closing Statement ("**Closing Statement**") setting forth the pro rations and adjustments to the Purchase Price provided herein; (iii) a Certificate confirming Seller's non-foreign status under

Section 1445 of the Code and Treas. Reg. Section 1.1445-2T (or any successor regulation); (iv) all keys and combinations for the Property which are in the possession of Seller, together with copies of such books and records that may be in the possession of Seller or its management agent; a written statement by the Association or its managing agent reasonably acceptable to the Title Company that no fees, charges, or assessments are due and payable by Seller to the Condominium Association through and including the Closing Date and (vi) such documents as the Title Company may reasonably require to close the transactions contemplated hereby, provided that no such documents shall contain any indemnities or other undertakings by Seller which would survive the Closing.

(c) On or before 3:00 pm eastern time on the Closing Date, Purchaser shall deliver (or cause to be delivered) to Seller: (i) the Purchase Price, plus or minus proration and adjustments as set forth in this Agreement, by federal reserve wire transfer of immediately available funds; (ii) the Closing Statement; (iii) true and correct certified copies of resolutions of Purchaser authorizing the purchase of the Property and the execution and delivery of the closing documents to be executed on behalf of Purchaser; (iv) such documents as are necessary to fully authorize the purchase of the Property by Purchaser and execution and/or delivery of all documents as are reasonably required by the Title Company; and (v) the Irrevocable Proxy set forth in Section 13.

(d) Purchaser's obligation to close on the purchase of the Property is contingent on Purchaser obtaining at Closing a marked-up Title Evidence or a similar commitment in the form of a closing escrow letter with Title Company (the "**Mark-Up**") to issue the Owner's Policy, with the "standard exceptions" dated as of the date of Closing, in the amount of the Purchase Price, with all requirements to issuance of the Owner's Policy eliminated, showing fee simple title to the Property in Purchaser, subject to the following (collectively, the "**Permitted Exceptions**"): (i) all exceptions set forth in the Title Evidence to which Purchaser did not object under any Defect Notice, (ii) all exceptions set forth in the Title Evidence to which Purchaser objected under a Defect Notice, if any, which were cured or insured over, or with respect to which Purchaser waived its objection, as provided in Section 2, (iii) matters which would be disclosed by an accurate survey or inspection of the Property, (iv) zoning ordinances, (v) the rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes, (vi) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the Closing Date, (vii) any liens, encumbrances or interests arising from the acts of Purchaser or its officers, employees, agents, and contractors, and (viii) rights and obligations and all restrictions contained in the Master Deed, as amended. If, for any reason, the Title Company will not furnish to Purchaser at Closing the Mark-Up in the form required by this paragraph, then Purchaser may, as its sole remedy, terminate this Agreement on notice to Seller, whereupon the Deposit shall be returned to Purchaser and neither party shall have any obligation or liability to the other under this Agreement, except for the obligations of Purchaser under this Agreement which survive termination.

(e) Seller shall pay, at or prior to Closing, all real estate taxes, current tax assessments (but not including installments thereof due following Closing which shall be Purchaser's responsibility), and water charges which are due as of the Closing Date. Current taxes and assessments shall be prorated on a due-date basis based on a 365 day year assuming taxes and assessments are paid in advance. Utilities shall be pro-rated as of closing. Seller shall pay, at or prior to the Closing, all monthly installments of condominium association special assessments and

budgeted capital improvements attributed to the Property by the Association (but excluding installments thereof due following Closing which shall be Purchaser's responsibility) which are due as of the Closing Date, which shall be prorated as of the Closing Date. Seller shall pay its own attorneys' fees, all state and county transfer taxes payable with respect to the transfer of the Property to Purchaser and the title premium for the base Owner's Policy (excluding the cost of any endorsements). Purchaser shall pay its own attorneys' fees, the recording fees for the Deed, the cost of its Inspections, the cost of any endorsements to the Owner's Policy and the costs of Purchaser's financing, if any. All costs or expenses of performance of obligations hereunder and of the consummation of the transactions contemplated herein that have not been specifically assumed by either party under the terms hereof shall be borne by the party incurring such cost or expense. Seller shall deliver possession of the Property to Purchaser upon Closing. The following shall also be prorated and adjusted between Seller and Purchaser as of the Closing Date, except as otherwise specified:

(i) Water, electricity, sewer, gas, telephone and other utility charges based, to the extent practicable, on final meter readings and final invoices.

(ii) Such other items that are customarily prorated in transactions of this nature shall be ratably prorated.

For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and therefore entitled to the income therefrom and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All such prorations shall be made on the basis of the actual number of days of the year and month that shall have elapsed as of the Closing Date. The amount of such prorations shall be adjusted in cash after Closing, as and when complete and accurate information becomes available, but in any event not later than 120 days after Closing. Items of income and expense for the period prior to the Closing Date will be for the account of Seller and items of income and expense for the period on and after the Closing Date will be for the account of Purchaser, all as determined by the accrual method of accounting.

The provisions of Section 4(e) shall survive Closing.

5. **Default.**

(a) If Seller defaults hereunder and such default continues for ten (10) days after Purchaser notifies Seller thereof without cure by Seller, then, solely during the continuance of any such default, Purchaser shall have the right, as its sole and exclusive remedy, either: (i) to seek specific performance of this Agreement; or (ii) to terminate this Agreement upon notice thereof to Seller, whereupon the Deposit shall be promptly returned to Purchaser and neither party shall have any further liability or obligation to the other under this Agreement, except for such obligations of Purchaser which expressly survive termination of this Agreement. Purchaser irrevocably waives all other rights and remedies in the event of Seller's default, by reason of failure to close, including without limitation, the right to seek judgment against Seller for actual, special, consequential, incidental or indirect damages or damages for lost profits. Notwithstanding anything in this Agreement, the Deed or elsewhere to the contrary, in no event shall Seller or its members, managers, officers, employees, agents or representatives be personally liable for any default by Seller or other obligations or liabilities of Seller under this Agreement, and Purchaser shall look

solely to Seller's interest in the Property for the payment of any judgment, award or proceeding related to any such default or other obligations or liabilities of Seller. The provisions of this paragraph shall survive the Closing and termination of this Agreement.

(b) If Purchaser defaults hereunder and such default shall not be cured within ten (10) days after the receipt of notice thereof from Seller (except that no such cure period shall be applicable to Purchaser's failure to close on the Closing Date, time being of the essence with respect thereto), Seller shall be entitled to: (i) seek specific performance of this Agreement; or (ii) terminate this Agreement upon notice thereof to Purchaser and Escrow Agent, in which event, the Deposit shall be paid to Seller within two business days after such termination, and neither party shall thereafter have any further liability or obligation hereunder other than any such liability or obligation expressly set forth herein to survive termination. Seller irrevocably waives all other rights and remedies in the event of Purchaser's default by reason of failure to close, including without limitation, the right to seek judgment against Purchaser for actual, special, consequential, incidental or indirect damages or damages for lost profits. Notwithstanding anything in this Agreement, the Deed or elsewhere to the contrary, in no event shall Purchaser's managers, officers, employees, agents or representatives be personally liable for any default by Purchaser or other obligations or liabilities of Purchaser under this Agreement. The provisions of this paragraph shall survive the Closing and termination of this Agreement.

6. **Damage or Destruction; Condemnation.** If, prior to the Closing Date (i) all or a part of the building(s) on the Property are damaged or destroyed by fire or other casualty, or (ii) all or any part of the Property is taken by condemnation or eminent domain, then either party shall have the right to terminate this Agreement by written notice to the other within ten (10) days after such casualty or taking after which the Deposit shall be returned to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other under this Agreement. If neither party terminates, then this Agreement shall remain in effect and Purchaser shall take the Property subject to the effect and consequences of such casualty or taking without any reduction in the Purchase Price and, at Closing, (i) in the case of a fire or other casualty, Seller shall pay over and/or assign to Purchaser at Closing any insurance proceeds and/or claims accruing to Seller's benefit with respect to that casualty, and (ii) in the case of a taking, Seller shall assign to Purchaser all of Seller's right, title, and interest, if any, in and to any awards that may be made for such taking.

7. **"AS-IS" PURCHASE.**

(a) Purchaser warrants and acknowledges to and agrees with Seller that Purchaser is a sophisticated purchaser, familiar with the Property, and that Purchaser is purchasing the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with no right of set-off or reduction in the Purchase Price and specifically and expressly without reliance on any warranties, representations or guarantees, whether express, implied or statutory, of any kind, nature, or type whatsoever from or on behalf of Seller, including without limitation, warranties, representations or guarantees with respect to the (i) title, possessory rights, tax consequences, availability of access, ingress or egress, (ii) the quality, character, or condition of the Property, whether latent or patent, (iii) merchantability, habitability, utility, tenantability, workmanship, operations, state of maintenance or repair, (iv) compliance with federal, state, local or other applicable laws, rules or regulations, or with building or use restrictions, zoning ordinances or other governmental, regulatory or

industry standards, (v) suitability or fitness for a particular use, (vi) value, profitability, marketability, operating history or projections, (vii) income potential, operating expenses or uses, (viii) safety, (ix) plumbing, sewer, heating and electrical systems, roofing, air conditioning, foundations, soils and geology, including the presence of hazardous materials, (x) lot size or acreage, (xi) habitability or suitability for occupancy of any structure and the quality of its construction, (xii) the environmental condition of the Property, (xiii) any matters related to the Seller, or (xiv) any other matter or thing relating to or affecting the Property, except for the specific representations contained in Section 7(b) below, which shall survive Closing. Seller does hereby disclaim and renounce, and Purchaser acknowledges and agrees that it is not relying on, any such representations or warranties. Purchaser represents and warrants to Seller that upon expiration of the Inspection Period, Purchaser will have had ample opportunity to make a proper inspection, examination and investigation of the Property to familiarize itself with its condition and that Purchaser will do so to its satisfaction. Purchaser shall have no claim, in law or in equity, based upon the condition of the Property or the failure of the Property to meet any standards. Further, anything in this Agreement to the contrary notwithstanding, in no event shall Seller be liable for actual, incidental, special, exemplary or consequential damages, including, without limitation, loss of profits or revenue, interference with business operations, loss of tenants, lenders, investors, buyers, diminution in value of the Property, or inability to use the Property, due to the condition of the Property or Seller's title or otherwise.

(b) Seller has delivered to Purchaser true, correct and complete copies of all Condominium Documents, including without limitation those specifically identified in Exhibit A.

There are no alteration agreements or other agreements in effect between Seller and the Condominium. The monthly Condominium assessments for the Property are currently set at \$ _____. Seller has not received notice from the Association of any intended increase in monthly Condominium assessments for the Property, nor does Seller have actual knowledge of any planned future increase in Condominium assessments or an assessment which has been adopted by the Association not yet due, or otherwise disclosed in writing to Purchaser.

(c) Seller has not made and does not make in or by this Agreement any representation or warranty about the truth, reliability, accuracy, completeness, or enforceability of any materials, reports and other information about the Property given to Purchaser, if any, prepared by any person or about the qualifications or expertise of any such person, and Purchaser has not relied, and is not relying, upon Seller with respect to any such materials, reports and other information which may have been provided by or on behalf of Seller or otherwise, except as provided in Section 7(b) herein.

8. **Environmental Matters.**

(a) Purchaser represents and warrants to Seller that upon expiration of the Inspection Period, Purchaser will have had ample opportunity to examine the environmental condition of the Property, and Purchaser agrees that, upon Closing, it: (i) shall purchase and accept title to the Property subject to any and all environmental conditions; (ii) shall not have relied on any representation or warranty made by or on behalf of Seller with respect to the environmental condition of the Property; and (iii) shall fully assume all obligations and liabilities in any way related to the environmental condition of the Property.

(b) Purchaser, for itself, and its officers, directors, shareholders, partners, agents, contractors, attorneys, brokers, servants, employees, invitees, concessionaires, licensees and representatives (hereinafter referred to as “**Releasors**”), hereby waives, releases, acquits and forever discharges Seller and its officers, directors, shareholders, trustees, partners, agents, contractors, attorneys, brokers, servants, employees, invitees (except Purchaser), licensees and representatives (hereinafter referred to as “**Releasees**”) of and from any and all losses, which are in any way connected with, based upon, related to or arising out of any of the following, whether now existing or hereafter arising: (i) the presence of any Hazardous Materials (as hereinafter defined) on, at, under or emanating from the Property or any part thereof, or any Hazardous Use on or about the Property or any part thereof, (ii) any violation by or relating to the Property or any part thereof (or the ownership, use, condition, occupancy or operation thereof), or by the Releasors or any other persons or entities, of any Environmental Laws, or (iii) any investigation, inquiry, order, hearing, action or other proceeding by or before any governmental agency or any court in connection with any of the matters referred to in clauses (i) or (ii) above (collectively, the “**Released Matters**”). Releasors hereby expressly assume any and all risk of losses based on or arising out of or pertaining to the Released Matters. Purchaser agrees, represents and warrants that the Released Matters are not limited to matters which are known, disclosed or foreseeable, and Purchaser waives any and all rights and benefits which are conferred upon Purchaser by statute. Purchaser realizes and acknowledges that factual matters now unknown to it may have given, or may hereinafter give, rise to losses which are presently unknown, unanticipated and unsuspected. Purchaser further agrees, represents and warrants that the provisions of this Section have been negotiated and agreed upon in light of that realization and that Purchaser nevertheless hereby intends to release, discharge and acquit the Releasees from any such unknown losses which are in any way related to the Property or any part thereof.

(c) As used in this Agreement:

“**Hazardous Materials**” shall mean (i) any waste, material or substance (whether in the form of a liquid, a solid, or a gas and whether or not air-borne), which is or is deemed to be a pollutant or a contaminant, or which is or is deemed to be hazardous, toxic, ignitable, reactive, corrosive, dangerous, harmful or injurious, or which presents a risk, to public health or to the environment, or which is or may become regulated by or under the authority of any applicable Environmental Laws; (ii) petroleum, including crude oil or any fraction thereof, and petroleum-containing products; (iii) asbestos containing material; (iv) lead-based paint; (v) polychlorinated biphenyl; (vi) radioactive material; (vii) urea formaldehyde; and (viii) radon gas.

“**Environmental Laws**” shall mean and include any and all now existing or hereinafter enacted, adopted or promulgated laws, statutes, ordinances, rules, regulations, judgments, orders, rules, codes, determinations, restrictions, guidelines or requirements, and any amendments or successors thereto, replacements thereof or publications promulgated pursuant thereto, of any federal, state or local governmental authority, which deal with or otherwise in any manner relate to, health, the environment, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind, including without limitation, the Clean Air Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, , the Federal Water Pollution Control Act Amendments, the Occupational Safety and Health Act of 1970, as amended, the Resource Conservation and Recovery Act of 1976,

as amended, the Hazardous Materials Transportation Act of 1975, as amended, the Safe Drinking Water Act, as amended, and the Toxic Substances Control Act, as amended.

“**Hazardous Use**” shall mean the use, presence, disposal, storage, generation, leakage, treatment, manufacture, import, handling, processing, release or threatened release of Hazardous Materials, on, from or under the Property or any portion thereof by any individual, person or entity, including without limitation, any lessee, occupant, and/or user of the Property or any portion thereof, including without limitation, Seller or Purchaser, whether known or unknown, and whether occurring and/or existing prior to the Effective Date or on or at any time after the Effective Date, and at any time after Closing.

(d) The provisions of this Section 8 and each part hereof shall survive Closing.

9. **Confidentiality.**

(a) Seller acknowledges that Purchaser is subject to the Michigan Freedom of Information Act, PA 267 of 1976, as amended, as well as other applicable federal and state laws regarding information that upon request, shall be made available to the public. Any and all documents and records provided to Seller may be released by Seller as required by state or federal law. To the extent not required by law, Purchaser shall keep all Confidential Information (as defined below) confidential, and shall not use the Confidential Information for any purpose other than for conducting the Inspections and evaluating whether or not it desires to purchase the Property (the “**Permitted Use**”). Purchaser shall respect Seller’s proprietary rights (including, but not limited to, patents, copyrights, trade secrets, business opportunities and financial information) and represents and warrants that each of Purchaser’s attorneys, agents and representatives has been formally apprised of their obligations concerning the confidentiality of the Confidential Information and each has agreed to maintain such confidentiality on the terms and conditions herein set forth and each has agreed not to use the Confidential Information for any purpose other than the Permitted Use, except as required by law. except as otherwise provided by law. In the event that Purchaser receives a request to disclose any Confidential Information Purchaser shall promptly notify Seller. Purchaser acknowledges that Seller makes no representations or warranties as to the accuracy or completeness of any Confidential Information and that Seller shall have no liability to Purchaser relating to or resulting from the use of the Confidential Information, except as otherwise set forth in this Agreement.

(b) As used in this Agreement, “**Confidential Information**” shall include all documents and information furnished by Seller or any of its agents or representatives to Purchaser, all documents referred to in this Agreement, all loan documents, surveys, plans, specifications, reports, title policies or commitments, appraisals or valuations, environmental reports, leases, letters of intent, financial information, information concerning current and potential lessees, anything in development, compilations of data, rent rolls, any marketing plans or business strategies, and all other related information either in written form or discussed in verbal conversation, or observed in connection with any Inspections by Purchaser of the Property or of books and records pertaining thereto, provided, however, that “Confidential Information” shall not include information that is known or becomes known to the general public (through a Freedom of Information Act request or otherwise) other than as a result of unauthorized disclosure by Purchaser or by persons to whom Purchaser has made such information available, or as a result of

conduct by others which Purchaser does not know was wrongful. Seller shall have no obligation to specifically identify, by any notice or other action, any information as “Confidential Information.”

(c) The provisions of this Section shall survive Closing or termination of this Agreement.

10. **Indemnity.** To the extent allowed by law, Purchaser hereby indemnifies and agrees to defend and hold harmless Seller and its shareholders, officers, directors, employees, agents, attorneys, contractors, successors and assigns, from and against any and all claims, expenses, costs, damages, losses and liabilities, including reasonable attorneys’ fees, incurred or suffered by any of them, whether before or after the Closing, as a result of, on account of or arising from (a) Purchaser’s failure to comply with or breach of any provision of this Agreement or of any instrument or document delivered by Purchaser pursuant to this Agreement, (b) any act or omission of Purchaser occurring after the date of this Agreement, or (c) any use by Purchaser or its attorneys, agents, or representatives of any Confidential Information other than for the Permitted Use, including without limitation, any claim that Purchaser or such other parties used any of the Confidential Information for any use other than the Permitted Use. The provisions of this Section shall survive Closing or termination of this Agreement.

11. **Financing Commitment.** The purchase and sale of the Property under this Agreement is not dependent upon Purchaser obtaining financing. Purchaser expressly acknowledges and agrees that (a) nothing in this Agreement constitutes a commitment by Seller to finance the purchase and sale of the Property under this Agreement or otherwise to loan or extend any credit to Purchaser, and any such commitment would need to be evidenced by a separate written commitment signed by Seller which expressly so states (and as of the date of this Agreement no such commitment exists), and (b) Purchaser’s obligations under this Agreement are not contingent upon Purchaser securing (or Seller providing) any such financing, loans or extensions of credit.

12. **Termination.** After termination of this Agreement for any reason, Purchaser shall furnish to Seller copies of all inspection reports, environmental site assessments, environmental audits, surveys and other documentation obtained by Purchaser in connection with its Inspections of the Property.

13. **Irrevocable Proxy by Purchaser.** As additional compensation for the sale and purchase of the Property, at Closing, Purchaser shall execute and deliver to Seller a valid and binding, irrevocable written proxy in form and substance mutually agreed to by Seller and Purchaser, granting Seller the right to cast any vote to which Purchaser would otherwise be entitled pursuant to the Master Deed and Bylaws with respect to: (i) the potential development, conversion, sale, reduction, contraction or other modification or change to Unit 6, Unit 7, and the Future Development Area (as defined in the Master Deed) and/or general common elements of the Condominium that are necessary for Seller to develop Unit 6, Unit 7, and the Future Development Area (including but not limited to removing such general common elements from the Condominium, granting of easements in connection therewith, etc.); and (ii) the right to vote in favor of any amendments to the Master Deed and Bylaws that may be proposed by Seller in connection with any proposal in connection with the foregoing section (i), provided such proposed

amendments to the Master Deed does not: (a) materially impair ingress/egress to and/or from the Property by Purchaser, or their respective employees, customers, guests or invitees, (b) materially impair utility access to the Property, (c) materially impair Purchaser's access to and ability to install fiber optic lines to the Property, (d) materially reduce the number of parking spaces available to the Property and the proximity of available parking to the Property, and (e) cause any costs for construction of Unit 6, Unit 7, and the Future Development Area as well as related utilities and infrastructure to be assessed to the Property or paid by the Association. Seller shall be solely responsible for the costs associated with any such amendments to the Master Deed. The grant of such Proxy shall be a material part of the consideration given for the sale of the Property, coupled with an interest, and shall be perpetual and irrevocable. This Agreement is contingent on Seller obtaining the Irrevocable Proxy set forth above.

14. **Third Amendment to Master Deed.** Following execution of this Agreement, the parties shall negotiate in good faith, and diligently pursue, a mutually agreeable Third Amendment to Master Deed that shall (i) be in substantially final form on or prior to the date of Closing; (ii) be executed by Seller and recorded in the Washtenaw County Register of Deeds within fifteen (15) days of Closing; and (iii) amend the Master Deed to incorporate each of the following requirements (collectively the "Requirements"), unless otherwise agreed by the parties:

(a) If for any given fiscal year the total annual budget established for the Condominium by its Board of Directors (the "Board") pursuant to Section 2(a) of Article II of the Bylaws increases by more than one fifty percent (50%) relative to the preceding fiscal year, each Co-Owner shall have the opportunity, not less than seven (7) days following receipt of written notice of such increase, to object in writing and engage a qualified third-party consultant to review the proposed budget and determine whether the same is commercially reasonable. If in the opinion of the consultant the proposed budget is not commercially reasonable, the Board shall convene an emergency meeting of the Co-Owners, present the budget for reconsideration in light of the consultant's written findings, copies of which shall be distributed, and arrange for a new vote on whether to approve the budget by all Co-Owners entitled to vote. Approval shall require a supermajority (*i.e.*, 66% or more) of eligible voting interests. If the budget is not approved, the Board shall prepare a revised budget to be voted on by all Co-Owners entitled to vote.

(b) If at any time a special assessment exceeding Two Hundred and Fifty Thousand Dollars (\$250,000) (total collective cost for all Co-owners) is approved by the Board and ratified by the Co-Owners pursuant to Section 2(b) of Article II of the Bylaws, each Co-Owner shall have the opportunity, not less than seven (7) days following receipt of written notice of such special assessment, to object in writing and engage a qualified third-party consultant to review the proposed special assessment and determine whether the same is commercially reasonable. If in the opinion of the consultant the special assessment is not commercially reasonable, the Board shall convene an emergency meeting of the Co-Owners, present the special assessment for reconsideration in light of the consultant's written findings, copies of which shall be distributed, and arrange for a new vote on whether to approve the special assessment by all Co-Owners entitled to vote. Approval shall require a supermajority (*i.e.* 66% or more) of eligible voting interests. If the special assessment is not approved, the Board shall, at its discretion, either abandon plans for the special assessment or prepare a revised special assessment to be voted on by all Co-Owners entitled to vote. Additionally, each Co-Owner shall have the right to defer a special assessment by up to one year unless the special assessment is needed (1) to purchase a Unit upon foreclosure of

the lien for assessments (as provided in Section 2(b) of Article II of the Bylaws) or (2) to address an emergency repair to the property. An emergency repair shall be defined as a repair that is needed to maintain access to the property, enjoyment and use of the property for its legal and intended purposes, or any repair where the costs will increase more than 25% if not made within one year. This right to defer special assessments shall be exercised by no more than one Co-Owner for each special assessment (such that the repair, improvement or other item for which the special assessment is approved can be so deferred by not longer than one year).

(c) The Association shall be established upon Closing and maintained throughout the Development and Sales Period, with meetings to be held at least bi-annually to discuss financial status, maintenance of common elements and to transact other business of the Association, with the first such meeting to be held within 60 days of recording of the Third Amendment to Master Deed;

(d) A projected annual budget for the Association shall be prepared for the forthcoming fiscal year no later than April 1 of each year, and the fiscal year shall begin on January 1 and end December 31, unless otherwise changed by a vote of the Co-Owners.

(e) Seller shall provide Purchaser a copy of the first annual budget for the Association prior to Closing, and Seller agrees that this budget shall be in effect for the Condominium from Closing until December 31, 2024. A building reserve fund shall also be established and funded for the Association at Closing, and each Co-Owner shall be required to contribute a proportionate share in accordance with the Master Deed.

(f) Clarification of all relevant sections of the Master Deed including, but not limited to, Article IV, Section 2 and 3, to indicate that construction, maintenance and replacement of all limited common elements as defined in the current Master Deed are the financial obligation of the relevant Co-Owner and not the Association.

(g) No costs for construction of Unit 6, Unit 7, and the Future Development Area as well as related utilities and infrastructure (including but not limited to the construction of additional parking infrastructure and extension of utilities) shall be the obligation of the Association or the Property.

(h) Grant Purchaser the right to install fiber optic lines underneath or above common elements of the Condominium to connect the Property to existing or future lines in the public right-of-way; provided, however, (i) in advance of any such installation, the Purchaser shall submit construction plans to Seller for approval, not to be unreasonably withheld, conditioned or delayed; (ii) the lines shall be located and routed so as to minimize the impact to the Property and Condominium; (iii) Purchaser shall be responsible for all associated costs, including but not limited to costs to install the lines and restore the surface, as well as future maintenance and repair costs; and (iv) Seller and other Co-Owners shall be permitted to connect to and make use of such lines at their own expense, subject to the City's standard terms, conditions and pricing; availability; the other Co-Owners paying all associated costs to connect to the fiber optic lines; and, City Council approval of a contract for service.

(i) “Commercially Reasonable” shall be defined in the Master Deed as any action that is considered sound and prudent for the purposes of owning and maintaining a commercial property, including that any proposed budgets or expenditures are timely and necessary for the continued operation of the property in good order and that any expenditures have been properly estimated and bid in such a way to ensure a competitive market price for the work to be completed.

(j) All specific revisions of the Master Deed, as required by this Agreement shall be excluded from reserved Developer rights, and shall be acknowledged in the Master Deed to materially alter or change the rights of Co-Owners, and these revisions may not be amended by the Developer or Association unless consistent with the requirements of the Michigan Condominium Act.

The provisions of this Section 14 shall survive the Closing and termination of this Agreement.

15. **Irrevocable Proxy by Seller.** As additional compensation for the sale and purchase of the Property, at Closing, Seller shall execute and deliver to Purchaser a valid and binding, irrevocable written proxy in form and substance mutually agreed to by Seller and Purchaser, granting Purchaser the right to cast all votes to which Seller (or the Co-Owners of Units 1, 4, 5, 6 and 7) and Units contained in the Future Development Area would otherwise be entitled pursuant to the Master Deed and Bylaws with respect to future amendments of the Master Deed that alter the required Master Deed revisions contained in Paragraphs 14(c), (f), (g), (h) and (j). This proxy shall automatically terminate with respect to any Unit or Units sold to a bona fide purchaser of the Unit or Units that is not Seller or Oxford Companies, LLC, or any related entity of Seller or Oxford Companies, LLC. The grant of such Proxy shall be a material part of the consideration given for the sale of the Property, coupled with an interest, and shall be perpetual and irrevocable except as provided herein. This Agreement is contingent on Purchaser obtaining the Irrevocable Proxy set forth above. (Seller acknowledges that this proxy may need to be granted by Seller, as well as Forestove Land, LLC, Oxford Companies, LLC, and related entities.)

16. **Private Road.** Purchaser hereby acknowledges that it has been given notice that the Property abuts a private street or roadway that is not required to be maintained by the Board of Washtenaw County Road Commissioners. The Property is located on a private roadway established by a Condominium according to the Master Deed dated March 30, 2004, recorded in the Washtenaw County Register of Deeds office at Liber 4376, Page 734, as amended by the First Amendment to the Master Deed, dated August 18, 2005, Liber 4502, Page 70; and the Second Amendment to Master Deed dated August 12, 2015, Liber 5110, Page 274 and designated as Washtenaw County Condominium Subdivision Plan No. 452. The private roadway is not maintained by the county road commission or any other governmental authority but is maintained by the association of co-owners of the various parcels within the Condominium that use the private roadway for access to a public road.

17. **Section 1031 Exchange.** Either party may structure the disposition or acquisition of the Property, as the case may be, as a like-kind exchange under Internal Revenue Code Section 1031 at the exchanging party’s sole cost and expense. The other party shall reasonably cooperate therein, provided that such other party shall incur no material costs, expenses or liabilities in connection with the exchanging party’s exchange. If either party uses a qualified intermediary to effectuate an exchange, any assignment of the rights or obligations of such party

hereunder shall not relieve, release or absolve such party of its obligations to the other party. The exchanging party shall indemnify, defend and hold harmless the other party from all liability in connection with the indemnifying party's exchange, and the indemnified party shall not be required to take title to or contract for the purchase of any other property. The provisions of this Section shall survive the Closing.

18. **Brokers.** The parties represent to each other that no broker, salesperson, finder or other comparable person or entity has in any way been involved with this transaction and that no party has a right to claim any finder's fee, commission or other compensation by reason of this transaction. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. To the extent allowed by law, Purchaser shall indemnify and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

19. **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

20. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's prior written consent, which consent may be granted or withheld by Seller in its sole discretion.

21. **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

22. **TIME IS OF THE ESSENCE.** TIME IS OF THE ESSENCE WITH RESPECT TO THE PERFORMANCE OF THE PARTIES' OBLIGATIONS UNDER THIS AGREEMENT.

23. **Governing Law.** This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan. Purchaser and Seller submit to the personal jurisdiction of any competent court in Washtenaw County, Michigan, for any action arising out of this Agreement. Purchaser and Seller also agree that no action will be commenced against the other party because of any matter arising out of this Agreement in any courts other than those in the County of Washtenaw, State of Michigan, unless original jurisdiction can be established in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court, or the Michigan Court of Appeals.

24. **Notices.** Any notice or consent required to be given pursuant to this Agreement, the Escrow Agreement attached as Exhibit 1 hereto, or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is (a) personally delivered at its address below; (b) sent by Fed Ex or other similar nationally recognized overnight delivery courier to such party at the address; or (c) sent by e-mail transmission to the e-mail addresses below. Notice shall be deemed given upon personal delivery, upon personal delivery, one (1) day following deposit

with Fed Ex or other similar nationally recognized overnight delivery courier or on e-mailing, provided a copy is sent approximately simultaneously via Fed Ex or other similar nationally recognized overnight delivery courier. Notices shall be given at the following addresses:

If to Seller:
FORESTCOVE ASSOCIATES LLC
c/o Oxford Companies
777 E. Eisenhower Parkway
Suite 850
Ann Arbor, MI 48108
Attention: Jeff Hauptman
E-mail: Jeff@OxfordCompanies.com

With a copy to:
Oxford Companies
777 E. Eisenhower Parkway
Suite 850
Ann Arbor, MI 48108
Attention: Legal Department
E-mail: LegalNotices@OxfordCompanies.com

If to Purchaser:
CITY OF ANN ARBOR
City Administrator's Office
301 E. Huron Street
PO Box 8647
Ann Arbor, MI 48107
Attn: John Fournier
E-mail: jfournier@a2gov.org

With a copy to:
CITY OF ANN ARBOR
City Attorney's Office
301 E. Huron Street
PO Box 8647
Ann Arbor, MI 48107
Attn: Atleen Kaur
E-mail: akaur@a2gov.org

25. **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (a) not include the day from which such period commences, (b) include the day upon which such period expires, (c) expire at 5:00 p.m. Detroit, Michigan time on the date by which such thing is to be done, and (d) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

26. **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart. Either party may conduct this transaction by electronic means and this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

27. **Use of Headings.** The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

28. **No Offer.** This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

29. **City Administrator Authority.** The City Administrator shall have, on behalf of the Purchaser and in his absolute discretion and without further approval of Purchaser's City Council, the authority to take any action allowed by Purchaser under this Agreement, or to extend the time allowed for the Inspection of the Closing Date as may be mutually agreed to by Seller and Purchaser.

30. **Effective Date.** The date of the execution of this Agreement by the last of the parties to so execute this Agreement shall, for purposes hereof, serve as the Effective Date.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

SELLER:

FORESTCOVE ASSOCIATES LLC,
A Delaware limited liability company

By: _____
Jeff Hauptman, Authorized Agent

Dated: _____

PURCHASER:

CITY OF ANN ARBOR,
A Michigan municipal corporation

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Dated: _____

Approved as to Substance:

Milton Dohoney Jr., City Administrator

Approved as to Form:

Atleen Kaur, City Attorney

EXHIBIT A

LEGAL DESCRIPTION

Legal description to be conformed in connection with the title commitment.

Property located in the City of Ann Arbor, Washtenaw County, Michigan, more particularly described as:

Unit No. 2 and Unit No. 3, Forestcove Office Campus, a condominium, according to the Master Deed thereof, as recorded in Liber 4376, Page 734, as amended by the First Amendment to the Master Deed, dated August 18, 2005, Liber 4502, Page 70; and the Second Amendment to Master Deed dated August 12, 2015, Liber 5110, Page 274, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 452, together with the rights in General Common Elements and Limited Common Elements, as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel Identification No.: 09-08-24-202-002 and 09-08-24-202-003

Commonly Known As: 3021-3023 Miller Road, Ann Arbor, MI 48103

EXHIBIT 1

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (“**Agreement**”) is made as of _____ (the “**Effective Date**”) by and among FORESTCOVE ASSOCIATES LLC, a Delaware limited liability company (“**Seller**”), and CITY OF ANN ARBOR, a Michigan municipal corporation (“**Purchaser**”), and ATA National Title Group, LLC, a Michigan limited liability company (“**Escrow Agent**”);

W I T N E S S E T H :

WHEREAS, Purchaser and Seller executed a Real Estate Sale Agreement dated on or about the date hereof (“**Purchase Agreement**”) with respect to the purchase and sale of certain property commonly known as “_____” located in Ann Arbor, Michigan and more fully described therein (the “**Property**”); and

WHEREAS, the Purchase Agreement provides for the payment of \$_____ (including and together with all interest or dividends earned thereon from time to time, unless hereafter otherwise indicated, collectively the “**Deposit**”) to Escrow Agent as earnest money to be held and applied by Escrow Agent in accordance with the Purchase Agreement and this Agreement;

NOW, THEREFORE, in consideration of the agreements set forth in the Purchase Agreement and the mutual covenants set forth in this Agreement, the parties, intending to be legally bound, agree as follows:

1. Concurrently with Purchaser’s execution of the Purchase Agreement, Purchaser directs Escrow Agent to hold the Deposit in accordance with the terms of this Agreement. Escrow Agent acknowledges receipt of the Deposit and a copy of the Purchase Agreement, and agrees to hold and deliver the Deposit in accordance with the terms and conditions of this Agreement.
2. Escrow Agent agrees to hold, administer and disburse the Deposit pursuant to this Agreement. Escrow Agent shall deposit the Deposit in a non-interest-bearing account with a federal savings and loan association, national banking association or other federally insured banking institution with which Escrow Agent has established a banking relationship.
3. Upon (a) receipt by Escrow Agent of written notice and certification (a “**Notice**”) from either of Seller or Purchaser (such a party, as the case may be, referred to as the “**Notifying Party**” and the other either Seller or Purchaser, as the case may be, referred to as the “**Non-Notifying Party**”) to the Escrow Agent (and with a copy of this notice to be directed to the Non-Notifying Party), that there exist certain conditions or facts which, under the Purchase Agreement, entitle the Notifying Party to receipt of the Deposit from Escrow Agent, and (b) a failure by Escrow Agent to receive within fourteen (14) days after receipt of a Notice, a written notice and certification (an “**Objection Notice**”) from the Non-Notifying Party as to nonexistence of the conditions or facts certified by the notifying party in the Notice, the Escrow Agent shall disburse the Deposit to the Notifying Party. In the event the Escrow Agent does

receive an Objection Notice from the Non-Notifying Party, then the Escrow Agent shall tender the Deposit into the custody of any court of competent jurisdiction in Washtenaw County, Michigan together with such legal pleadings as it deems appropriate, and then obtain a discharge from all liability under this Agreement. Seller and Purchaser consent to the jurisdiction and venue of the court indicated above in all matters relating to the Deposit or this Agreement.

4. Escrow Agent shall not be entitled to any fee for its services under this Agreement. Escrow Agent shall be liable only to hold the Deposit and to deliver the same to the parties named in this Agreement in accordance with the provisions of this Agreement, it being expressly understood that by acceptance of this Agreement Escrow Agent is acting in the capacity of a depository only, and shall not be liable or responsible to anyone for any damages, losses or expenses unless the same shall be caused by the gross negligence or willful misconduct of Escrow Agent. In the event of any disagreement among any of the parties to this Agreement, or among them or any of them and any other person, resulting in adverse claims and demands being made in connection with or for any Property involved in or affected by this Agreement, Escrow Agent shall be entitled to refuse to comply with any such claims or demands as long as such disagreement may continue, and in so refusing, shall make no delivery or other disposition of any Property then held by it under this Agreement, and in so doing, Escrow Agent shall not become liable in any way for such refusal, and Escrow Agent shall be entitled to continue to refrain from acting until: (a) the right of adverse claimants shall have been finally settled by binding arbitration or finally adjudicated in a court assuming and having jurisdiction of the Property involved in this Agreement or affected by this in this Agreement; or (b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified in writing of such an agreement signed by all other parties to this Agreement. Furthermore, the Escrow Agent shall have the right, at any time after a dispute between Seller and Purchaser has arisen, to pay the Deposit into any court of competent jurisdiction for payment to the appropriate party, at which point Escrow Agent's obligations under this Agreement shall terminate.

5. Anything in this Agreement to the contrary notwithstanding, Escrow Agent agrees to deliver the Deposit and accrued interest thereon in accordance with any joint written instruction from Purchaser and Seller.

6. To the extent allowed by law, Purchaser and Seller agree to indemnify and hold Escrow Agent harmless against any and all losses, claims, damages, liabilities and expenses, including, without limitation, costs of investigation and legal counsel fees which may be imposed on Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties under this Agreement, including, without limitation any litigation arising from this Agreement or involving the subject matter of this Agreement, except to the extent caused by the gross negligence or willful misconduct of Escrow Agent.

7. Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other hereunder, shall be effective only if in writing which is (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; (c) sent

by Federal Express or other similar air courier; or (d) sent by facsimile transmission. Notice shall be deemed given upon personal delivery, two (2) business days following mailing, one (1) business day following deposit with an air courier or upon confirmation by the sender of transmission by facsimile. Notices shall be deemed properly addressed if given at the following addresses:

If to Seller:
FORESTCOVE ASSOCIATES LLC
c/o The Oxford Companies
777 E. Eisenhower Parkway
Suite 850
Ann Arbor, MI 48108
Attention: Jeff Hauptman
E-mail: Jeff@OxfordCompanies.com

With a copy to:
The Oxford Companies
777 E. Eisenhower Parkway
Suite 850
Ann Arbor, MI 48108
Attention: Legal Department
E-mail: LegalNotices@OxfordCompanies.com

If to Purchaser:
CITY OF ANN ARBOR
City Administrator's Office
301 E. Huron Street
PO Box 8647
Ann Arbor, MI 48107
Attn: John Fournier
E-mail: jfournier@a2gov.org

With a copy to:
City Attorney's Office
301 E. Huron Street
PO Box 8647
Ann Arbor, MI 48107
Attn: Atleen Kaur
E-mail: akaur@a2gov.org

If to Escrow Agent:
ATA National Title Group, LLC
2875 W. Liberty Road
Ann Arbor, MI 48103

8. This Agreement shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.

9. Time is of the essence of this Agreement.

10. This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

11. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

12. This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

13. Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. Detroit, Michigan time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the

final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

14. It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SELLER:

FORESTCOVE ASSOCIATES LLC,
A Delaware limited liability company

By: _____

Its: _____

PURCHASER:

CITY OF ANN ARBOR,
A Michigan municipal corporation

ESCROW AGENT:

ATA National Title Group, LLC,
A Michigan limited liability company

By: _____

Its: _____

EXHIBIT 2

SELLER'S DOCUMENTS

1. Copy of the most recent title insurance policy in Seller's possession
2. Copy of the most recent A.L.T.A. survey in Seller's possession, completed by _____, and dated _____.
3. To the extent in Seller's possession, copies of all site architectural and engineering drawings, specifications, construction documents, and certificates of occupancy for the Property, if any.
4. A copy of any Phase One environmental report in Seller's possession, as well as any other documents in Seller's possession concerning environmental conditions at the Property, including without limitation, soils reports, engineering studies, submittals, testing data, or environmental reports and analyses.
5. Financial statements of the Property showing details of expenses for the operation of the Property during 2021, 2022, and YTD 2023 (present year)
6. A copy of a recent utility bill from each utility provider to the Property.
7. A capital expenditures summary including the date and cost of major repairs in excess of \$20,000 for the past three years
8. A property and liability insurance loss run report for the past 36 months
9. Copies of any service contracts and long-term leases related to the project which are the obligation of Seller including, but not limited to, internet, laundry, cable, telephone, landscaping, pest control, equipment lease or maintenance agreements, advertising (publications or internet), security, alarm monitoring, uniforms, etc., along with a copy of the vendor invoices (prior 3 months)
10. Copy of the Aged Receivable and Prepaid Report (as of the end of the last calendar month)
11. Copy of the Aged Accounts Payable Schedule (as of the end of the last calendar month)
12. Copies of all Contractor Warranties
13. A schedule of pending litigation regarding the Property
14. Condominium Documents: Copies of the Master Deed and ByLaws (and all amendments thereof, if any), Association Rules and regulations, if any

15. A schedule of threatened and pending litigation against the Association or Developer.

EXHIBIT 3
FORM OF COVENANT DEED

COVENANT DEED

FORESTCOVE ASSOCIATES LLC, Delaware limited liability company ("Grantor"), whose address is 777 E. Eisenhower, Suite 850, Ann Arbor, MI 48108, hereby sells, conveys, grants and bargains to CITY OF ANN ARBOR, a Michigan municipal corporation ("Grantee"), whose address is 301 E. Huron Street, PO Box 8647, Ann Arbor, Michigan 48107, that parcel of land situated in the City of Ann Arbor, Washtenaw County, Michigan, more specifically described as:

See **Exhibit A** hereto,

together with all improvements, buildings, facilities, structures and real estate fixtures thereon, and all rights, privileges and appurtenances in connection therewith,

subject to the Irrevocable Proxy dated simultaneously herewith, covenants, easements, restrictions and other matters of record, and liens for real estate taxes not yet due and payable,

for Ten and 00/100 Dollars (\$10.00) (a Real Estate Transfer Tax Valuation Affidavit is being filed simultaneously herewith).

Grantor, for itself, its successors and assigns, covenants, grants, bargains, and agrees to and with Grantee, its successors and assigns, that, subject to easements, restrictions and other matters of record, Grantor has not done, committed or knowingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the real property hereby granted, or any part thereof, is, or shall or may be, charged or encumbered in title, estate or otherwise and Grantor does hereby bind Grantor and Grantor's successors and assigns to FOREVER DEFEND all and singular the real property hereby granted unto Grantee and Grantee's successors and assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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

IN WITNESS WHEREOF, Grantor has executed this Covenant Deed as of _____.

GRANTOR:

FORESTCOVE ASSOCIATES LLC,
Delaware limited liability company

By: _____
Jeff Hauptman, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF WASHTENAW)

This foregoing instrument was acknowledged before me this _____, by Jeff Hauptman, the Manager of FORESTCOVE ASSOCIATES LLC, a Delaware limited liability company, on behalf of said limited liability company.

Print Name: _____
Notary Public, State of _____, County of _____
My commission expires: _____
Acting in the County of _____

Drafted by:

Elizabeth Laird
Oxford Companies
777 E. Eisenhower Parkway
Suite 850
Ann Arbor, MI 48108
LegalNotices@OxfordCompanies.com
734.747.6000

And when recorded return to:

Send subsequent tax bills to: Grantee

Tax Identification Numbers: _____

Transfer Tax: A Real Estate Transfer Valuation Affidavit has been filed simultaneously herewith.

EXHIBIT A

LEGAL DESCRIPTION

Legal description to be conformed in connection with the title commitment.

Property located in the City of Ann Arbor, Washtenaw County, Michigan, more particularly described as:

Unit No. 2 and Unit No. 3, Forestcove Office Campus, a condominium, according to the Master Deed thereof, as recorded in Liber 4376, Page 734, as amended by the First Amendment to the Master Deed, dated August 18, 2005, Liber 4502, Page 70; and the Second Amendment to Master Deed dated August 12, 2015, Liber 5110, Page 274, Washtenaw County Records, designated as Washtenaw County Condominium Subdivision Plan No. 452, together with the rights in General Common Elements and Limited Common Elements, as set forth in the Master Deed and as described in Act 59 of the Public Acts of 1978, as amended.

Parcel Identification No.: 09-08-24-202-002 and 09-08-24-202-003

Commonly Known As: 3021-3023 Miller Road, Ann Arbor, MI 48103