

**AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY**

The **Huntington National Bank**, a national banking association with its principal office at 37 West Broad St. HP 1097, Columbus, OH 43215 ("**Purchaser**") hereby offers, subject to the terms and conditions herein contained, to purchase from **JYB Properties, LLC**, a Michigan limited liability company with a business address of 13135 Van Pamel Drive, Shelby Township, MI 48315, ("**Seller**"), that certain parcel located at 2975 Walton Blvd., Rochester Hills, MI 48309 ("**Property**") and being more particularly described and depicted on **Exhibit A** attached hereto and incorporated herein, together with all improvements, furniture remaining in the building located on the Property, hereditaments, appurtenances, easements, rights of way, plant material, and betterments on or benefiting such land, all of Seller's rights, title and interest in all public ways adjoining the same (hereinafter collectively called the "**Real Estate**"). As of February 11, 2021 (the "**Effective Date**"), Seller hereby grants to Purchaser the exclusive right to purchase the Property for the Purchase Price set forth below, and on the other terms and conditions stated in this Agreement (this "**Agreement**"). Seller and Purchaser may be referred to herein individually as a "**Party**" or collectively as the "**Parties**." The Parties hereto understand and agree that the Property will be subject to a final engineering plan and site plan which shall be approved by Seller and Purchaser.

1. **Deed.** The foregoing is a general description adopted for convenience, but Seller agrees at closing to deliver a recordable covenant deed, conveying and warranting good and marketable title in fee simple to the Real Estate free and clear of all liens, encumbrances, restrictions, conditions, easements and encroachments except as otherwise herein noted (the "**Deed**"). Seller shall deliver a draft copy of the Deed to Purchaser for review at least five (5) days prior to the date of closing.

3. **Seller's Title.** At closing, Seller's title to the Real Estate shall be good and marketable and free and clear of all tenancies, leases, liens (including mechanics' liens), licenses, restrictions, mortgages, encumbrances, charges, security interests, covenants and easements of every kind (the "**Encumbrances**") except those Encumbrances which (a) can be extinguished within thirty (30) days of such notice by Seller, (b) are associated with real estate taxes and assessments not yet due and owing, (c) are currently of record, but do not, in Purchaser's reasonable opinion, interfere with the proposed use of the subject Property, (d) are associated with all applicable zoning and building laws, ordinances and regulations, and (e) are associated with all liens, easements and encumbrances not timely objected to by Purchaser, or otherwise expressly assumed by Purchaser in this Agreement.

Seller will provide (i) within thirty (30) days after execution of this Agreement a preliminary title insurance commitment (the "**Commitment**") for the Property dated as of a current date and, (ii) after the date of closing, an owner's title insurance policy (ALTA 2006 Form B) (the "**Title Policy**") issued by the Title Company in the amount of the Purchase Price. The Commitment and Title Policy will be at the cost of Seller.

Purchaser shall complete the ALTA survey at their own expense, including obligations in the attempt to survey the scope of work.

Purchaser shall review the Commitment and Survey and notify Seller in writing of any title objections thereto on or before the later of (a) the expiration of the Due Diligence Period or (b) 15 days after Purchaser's receipt of the Commitment, the Survey, and copies of the documents referred to in the Commitment as exceptions or exclusions from coverage. As a condition to Purchaser's obligations under this Agreement, Seller shall, within ten (10) days after written notice thereof from Purchaser, use its good faith efforts to cure, correct, or obtain title insurance without exception therefor to Purchaser's satisfaction such matters that are identified in that notice. If Seller is unable to cure such title objections or otherwise convey title to the Real Estate as required herein, then, upon written notice to Seller delivered at any time prior to or at the closing, Purchaser may elect to (i) accept such title with no adjustment of the Purchase Price except for deductions of the amounts of any monetary liens or encumbrances of definite and ascertainable amounts (including accrued interest and penalties, if applicable) (collectively, the "**Monetary Liens**"), or (ii) terminate this Agreement and the Earnest Money will be returned to Purchaser.

4. Taxes and Assessments. At closing, Seller shall pay all delinquent taxes, special taxes, penalties and interest and all special assessments and other assessments then a lien on the Property, both current and reassessed and whether due or to become due. In the event the Property has been taxed or is being taxed under a special use exemption (i.e. "agricultural recoupment" taxes), Seller shall credit on the Purchase Price an amount equal to the taxes that are due or might become due for the year of closing and prior years had the exemption not been applicable. Seller shall also credit on the Purchase Price all unpaid real estate taxes for years prior to the closing and a portion of such taxes for the year of closing prorated through the date of closing. The proration of undetermined taxes shall be based on a 365 day year and on the last available tax rate and valuation. Seller shall pay all federal, state and local realty transfer taxes levied or imposed upon the sale or transfer of the Real Estate. All real estate taxes, and all water and sewer rentals, if any, shall be prorated at closing as of the closing date as provided above.

If applicable real estate taxes (general, special assessment or agricultural recoupment) are not available, then a proration shall be made based on the best estimate, it being understood that adjustments shall be made when the current amount becomes known and the parties shall remain liable for their pro-rata share when the adjustment, if any, is finalized. The foregoing obligation shall survive the closing. If agricultural recoupment taxes will be assessed and the amount thereof can be estimated at closing, an escrow shall be established with the Title Company in order to pay such anticipate agricultural recoupment taxes.

Notwithstanding anything contained herein to the contrary, Purchaser's obligation to purchase the Real Estate is subject to the following terms and conditions (each a "Contingency" and collectively, the "Contingencies"):

- (a) Seller terminating any and all existing leases encumbering the Property within sixty (60) days of the Effective Date hereof.
- (b) The Real Estate being finally zoned, without right of appeal or objection or such other zoning approval as Purchaser deems necessary to permit Purchaser to use the Real Estate for Purchaser's intended use: that being a retail banking facility with multi-lane drive-thrus, one or more ATM's and general office use. Such zoning shall include the right to demolish any improvements on the property and shall not be subject to any restrictions or limitations except those reasonably approved by Purchaser. Seller agrees to cooperate in good faith with Purchaser in obtaining the foregoing and to execute such documents as are necessary for Purchaser to seek and secure rezoning or such other zoning approval as Purchaser deems necessary to establish Purchaser's intended use of the Real Estate.
- (c) Purchaser obtaining the required governmental approval to charter the bank and capital funds being approved by Purchaser's applicable board or management group for closing and construction of Purchaser's proposed facility, and Purchaser's ability to obtain any necessary financing.
- (d) The availability of standard utility connections for water, sanitary sewer, storm sewer, gas and electricity being located in a public street or right of way, or other form of public utility easement adjoining the Property at the property line, which utilities shall be available in sufficient quantities and size for the development of the Real Estate without further cost to Purchaser except for the normal or standard costs of connection to such lines, which meets standard requirements for Purchaser's intended use.

- (e) Purchaser being able to obtain approval of an acceptable site plan for the Property, including on-site parking.
- (f) Purchaser obtaining acceptable environmental and materials testing and inspection results.
- (g) Purchaser receiving acceptable title from Seller, free and clear of all Encumbrances, as outlined in this Agreement.
- (h) Purchaser being able to obtain on terms and conditions acceptable to Purchaser all necessary permits, agreements, approvals, licenses, easements, and other authorizations desired, necessary, or appropriate for Purchaser's intended use, development, and operation of the Real Estate, including without limitation building permits, sign permit, parking rights or easements, curb cut permits and acceptable access to and from Walton Road.
- (i) Seller's representations and warranties in Section 14.A shall be true and correct in all material respects both as of the date made and as of the closing date.
- (j) No material adverse change shall have occurred with respect to the physical, economic, or operational condition of the Real Estate from the condition as of the Effective Date, reasonable wear and tear excepted.

Purchaser shall satisfy or waive each Contingency prior to the expiration of the Due Diligence Period (as may be extended).

Seller grants to Purchaser, its agents and contractors, the right to enter upon the Real Estate to perform such tests and surveys that Purchaser deems necessary to satisfy any of the conditions to this Agreement; provided, such tests and surveys shall be so conducted as not to damage the Real Estate.

6. Closing. Closing shall take place no later than 15 days after the expiration of the Due Diligence Period (as may be extended). This transaction shall be closed through an escrow with the Title Company in accordance with the general provisions of any usual form of escrow agreement then furnished and in use by the Title Company, with such special provisions as may be required to conform with this Agreement.

7. Deed and Other Documents. Unless provided herein to the contrary, all documents required by this Agreement shall be in the customary form with the customary terms and provisions for the jurisdiction in which the Property is located; provided, however, that all deeds, easements and such other documents shall be submitted to counsel for each Party at least five (5) days before the date of closing for approval, which approval shall not be unreasonably delayed or withheld.

The following procedure shall govern the closing:

A. On or before the date of closing, Seller shall deliver to Purchaser through the Title Company the following:

1. The Deed, properly executed and acknowledged;
2. Current tax receipts;
3. Three (3) sets, properly executed and acknowledged, of the closing statement prepared by the Title Company, and of any other documents required by this Agreement;
4. A standard owner's affidavit with respect to off-record title matters sufficient to enable the Title Company to delete the standard exceptions to the Title Policy;
5. An affidavit, complying with the requirements of Section 1445 of the Internal Revenue Code, affirming that the Seller is not a "foreign person" as defined therein;
6. Any other documentation reasonably requested by the Title Company or Purchaser to confirm the authority of the Seller to consummate this transaction, to permit the Title Company to issue the Title Policy, or as otherwise contemplated by this Agreement.

B. On or before the date of closing, Purchaser shall deliver to the Seller through the Title Company the following:

1. The Purchase Price and such additional funds as may be required of Purchaser to pay closing costs or charges properly allocable to the Seller, less any amounts for which Purchaser is to receive a credit;
2. Three (3) sets, properly executed and acknowledged, of the closing statement prepared by the Title Company, and of any other documents required by this Agreement; and
3. Any other documentation reasonably requested by the Title Company to confirm the authority of Purchaser to consummate this transaction or as otherwise contemplated by this Agreement.

C. After the Title Company has received all of the items to be deposited with it, and when the Title Company is in a position to issue the Title Policy, the Title Company shall,

1. Record any documents clearing title to the Real Estate, if necessary;
2. Record the Deed, instructing the Recorder's Office to return the Deed to the Purchaser;
3. Record any other instruments executed by the Parties or either of them that are contemplated by this Agreement to be placed of record;
4. Issue to each Party a marked-up commitment obligating the Title Company to issue the Title Policy to Purchaser;

5. Charge the Purchaser for one-half of the closing fee and escrow fees, if any;
6. Charge the Seller for the cost of recording the Deed and the grantor's recordation tax and any other deed transfer, revenue or similar tax with respect to the sale of the Real Estate, for the cost of recording any documents clearing title to the Real Estate, and for one-half of the closing and escrow fees, if any;
7. Charge Seller for real estate taxes for the Real Estate in accordance with this Agreement;
8. Prepare closing statements for Seller and Purchaser in accordance with the provisions of this Agreement (indicating credits and charges, including the allocation of real property taxes) and deliver the same, together with a disbursement of funds, to the appropriate parties; and
9. Deliver the Title Policy to Purchaser as soon as reasonably practicable.

D. Within 1 day before the date of closing Seller shall schedule and perform the final utility readings and Purchaser shall be shall responsible for converting all utility bills into Purchaser's name on and after the date of closing.

Any supplemental closing instructions given by either Party shall also be followed by the Title Company, provided they do not conflict with any instructions set forth herein or are consented to in writing by the other Party.

8. Signage. In addition to its typical signage, which shall be installed on its building, canopy and other portions of Property, Seller, subject to the limitations and restrictions contained with the local code, hereby grants to Purchaser the right to install a monument sign in any location upon the Property. Seller shall grant to Purchaser the right to all existing signage on the Property.

9. Buildings, Structures and Underground Tanks. Copies of all engineering, environmental or analytical reports concerning such removals and any remedial activities regarding any previously removed underground fuel storage tanks, if any, will be provided by Seller to Purchaser upon execution by Seller of this Agreement.

10. Condemnation. The risk of any permanent or temporary taking of any part or all of the Real Estate by condemnation or eminent domain (hereinafter called the "Taking") shall be borne by Seller until completion of the closing. If, prior to closing, Seller becomes aware of any actual or proposed Taking, Seller shall immediately give Purchaser written notice thereof and shall keep Purchaser informed of and provide Purchaser an opportunity to participate in any and all negotiations concerning such Taking and/or the potential settlement of claims relating thereto. In event of any such actual or proposed Taking, Purchaser shall have the right to terminate this Agreement by giving written notice to that effect to Seller at any time on or prior to the closing date. In the alternative, if Purchaser proceeds with the closing despite such actual or proposed Taking, (i) the Purchase Price for the Real Estate shall be reduced by the amount of any and all proceeds actually received by Seller at or prior to the closing in connection with said Taking, (ii) Purchaser shall succeed to all rights of Seller to

any and all such proceeds payable after the closing and (iii) Seller shall execute and deliver such documents as Purchaser may reasonably require to evidence the assignment of all such rights to Purchaser.

11. Remedies. If Seller is ready, willing and able to convey the Real Estate in accordance with this Agreement, and Purchaser is obligated under the terms of this Agreement to consummate the transaction evidenced by this Agreement but fails to consummate this Agreement and take title (a "**Purchaser Default**"), the parties recognize and agree that the damages Seller will sustain will be substantial, but difficult if not impossible to ascertain. Therefore, the parties agree that, in the event of Purchaser's Default, Seller shall be entitled to receive and retain the Earnest Money as liquidated damages for Purchaser's Default. Seller's right to receive and retain the Earnest Money shall constitute the waiver by Seller of all other rights and remedies against Purchaser.

If closing is not concluded through no fault of Purchaser, Purchaser, at its option, may (a) elect to enforce the terms of this Agreement by action for specific performance, and/or exercise any other right or remedy available to it at law or in equity or (b) terminate this Agreement by notice to Seller. In either of the foregoing events, Purchaser shall be entitled to an immediate refund of the Earnest Money (and any Extension Fees) after written notice to Seller and to the Title Company. In the event of a successful specific performance action by Purchaser, the full Purchase Price shall be paid to Seller at the time of closing less Purchaser's reasonable attorney's fees and court costs in connection with such action for specific performance. Upon any termination under (b) above, the parties shall have no further rights and obligations under this Agreement other than those rights and/or obligations that are expressly stated to survive expiration or termination of this Agreement.

12. Brokerage Commissions. Each Party represents and warrants to the other that it has dealt with no agent or broker who has in any way participated in the sale of the Real Estate. Each Party agrees to indemnify and hold the other harmless against any and all claims, judgments, costs of suit, attorneys' fees, and other reasonable expenses that the other may incur by reason of any action or claim made against the other by any agent, advisor or intermediary appointed by or instructed by Seller or Purchaser, as the case may be, arising out of this Agreement or the sale of the Real Estate to Purchaser. The provisions of the foregoing indemnification agreement shall survive closing.

13. Notices. Any notices required or permitted under this Agreement may be sent by certified or registered mail, return receipt requested, or prepaid courier service addressed to the addressee at the address first set forth herein, or at such other address as a Party may from time to time hereafter furnish in writing to the other Party. If notices are sent by mail, the date such notices are received (or the refusal to receive the same) by the other Party shall be deemed the date upon which such notice was given. If a matter is sent by prepaid courier service, the delivery date thereof shall be deemed the date upon which such notice was given.

IF TO SELLER:

JYB Properties, LLC
13135 Van Pamel Drive
Shelby Township, MI 48315
Attn: Mr. Joe Lew

with a copy to: [_____

_____]

IF TO PURCHASER: The Huntington National Bank
Corporate Real Estate Department
5555 Cleveland Avenue
GW 1097
Columbus, OH 43231
Attn: Lease Administration

with a copy to: Porter Wright Morris & Arthur LLP
41 South High Street
Columbus, OH 43215
Attn: Andrew M. Bojko, Esq.

14. Warranties and Representations.

A. Of Seller. Except as otherwise provided hereunder, Seller warrants and represents to Purchaser that the following statements are now, and will on the date of closing be, true and accurate:

- (1) Seller is a limited liability company, duly organized, legally existing and in good standing under the laws of the State of Michigan. Seller has the right to enter into this Agreement and to sell the Real Estate to Purchaser without the consent of any other party.
- (2) The Real Estate is not subject to any mechanics' liens. There are no third parties in or entitled to possession or use thereof. There are no management agreements, maintenance or service contracts or other agreements relating to the Real Estate that are unrecorded and are binding on the Real Estate.
- (3) Seller has not received any written notice of any action to take all or any portion of the Real Estate, nor has Seller agreed or committed to dedicate any part of the Real Estate.
- (4) This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

- (5) The Real Estate is in compliance with all applicable federal, state and local statutes, laws, ordinances, orders, requirements, rules and regulations (including, but not limited to, building, zoning and environmental laws and the Americans With Disabilities Act). Each of the uses of the Real Estate by Seller are and have been valid, permitted, and conforming uses in accordance with the current zoning classification of the Property; no variances to any applicable federal, state, or local law, rule, regulation, or ordinance were granted or requested in connection with the construction of the improvements, and Seller has no knowledge of any proposed change in the zoning classification for the Real Estate.
- (6) All utilities are now or will be as of Closing located at the property line of the Real Estate and installed or constructed in accordance with the specifications attached hereto as **Exhibit B**. Seller will work with Purchaser and any necessary utility companies to relocate or consolidate existing overhead wiring if necessary to accommodate a functional site layout.
- (7) The Real Estate is not subject to any special assessments, and Seller has not received notice of any plans for the Real Estate which would entail its becoming subject to any special assessments. The Real Estate is not currently valued at an agricultural use valuation, and Seller shall not apply for such valuation. At the closing, the Property shall be a separate parcel for tax purposes.
- (8) No actions, suits or proceedings are pending or to the best of Seller's knowledge have been threatened against or directly affecting the Real Estate at law or in equity or before any federal, state or local governmental department, commission, board, bureau, agency or instrumentality, the result of which could have a materially adverse effect on the Real Estate, on Seller, or on Seller's ability to perform its obligations under this Agreement.
- (9) Between the date of this Agreement and the date of closing, no part of the Real Estate will be sold, encumbered or transferred in favor of or to any party whatsoever. There are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Real Estate.
- (10) To the best of Seller's knowledge, no part of the Real Estate is contaminated by or contains any toxic or hazardous waste, substance or material, as the same are defined or listed in 40 C.F.R. Part 261, or any other "Environmental Laws," as defined below (collectively, "**Toxic Substance**"); to the best of Seller's knowledge, no Toxic Substance has been stored at, disposed of, or is located in, on or about the Real Estate in violation of any

Environmental Laws; Seller has no knowledge of any underground storage tanks on the Real Estate, nor of any spills or other accidents on or about the Real Estate at which Toxic Substances may have been released; and to the best of Seller's knowledge, no part of the Real Estate is classified under the Environmental Laws as a "wetland." For purposes of this contract, the term "**Environmental Laws**" shall mean all federal, state and local laws including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the environmental or hazardous substances including without limitation any petroleum or oil or any distillate or by product thereof

- (11) There is no fact or condition which materially and adversely affects the business, operations, affairs, properties, or condition of Seller or the Real Estate, which has not been set forth in this Agreement or in the other documents, certificates or written statements furnished to Purchaser in connection with the transactions contemplated hereby.

B. Of Purchaser. Except as otherwise provided hereunder, Purchaser warrants and represents to Seller that the following statements are now, and will on the date of closing be, true and accurate:

- (1) Purchaser is a national banking association and has the right to enter into this Agreement and to perform its obligations hereunder.
- (2) This Agreement and all documents to be executed pursuant hereto by Purchaser are and shall be binding upon and enforceable against Purchaser in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

C. OFAC. Purchaser and Seller each represents and warrants to the other that neither it nor any of its affiliates, agent(s), owners, or control persons acting on behalf of it with respect to this Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List ("SDN List") or any other restrictive list maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") ("SDN List"); (ii) is engaged in any conduct prohibited under any other OFAC Sanctions program addressing targeted activities; (iii) conducts any prohibited activity while located in a country subject to OFAC sanctions; (iv) is otherwise, by virtue of status or conduct, subject to any other OFAC sanctions program; (v) is directly or indirectly owned 10 percent or more in the aggregate by one or more individuals on the SDN List, regardless of whether such entities appear on OFAC's SDN List; or (vi) has been convicted, pleaded nolo contendere, or been indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. Purchaser and Seller will each provide the other with formal notice within five (5) days of any known breach of this representation and warranty and provide an annual attestation confirming that the above-referenced representations continue to be accurate and complete.

D. Additional Covenants. The Parties further covenant and agree that either Party shall not take or authorize, directly or indirectly, any action (a) which modifies or alters the accuracy of any of the foregoing warranties and representations, or (b) which would prevent either Party from representing and warranting as to the truth and accuracy of said statements as of the date of closing.

E. As-Is Purchase. Except as specifically set forth hereunder and other than as set forth in the Deed, Purchaser acknowledges and agrees the Real Estate is being sold and conveyed hereunder, and Purchaser agrees to accept such property "AS IS," "WHERE IS" and "WITH ALL FAULTS".

F. Indemnity. The foregoing covenants, representations and warranties set forth in this Section are express covenants, representations and warranties upon which each Party shall be entitled to rely. Notwithstanding anything contained herein to the contrary, each Party shall indemnify and hold the other Party forever harmless from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses, including, but not limited to, reasonable attorneys' fees, asserted against, imposed on, suffered or incurred by a Party (or the respective Real Estate) directly arising out of or in connection with any breach of the foregoing covenants, representations and warranties (including as remade as of the closing), and whether known to or discovered by either Party before or at the closing. Provided the Party has advised the other Party in writing of the same, consummation of this Agreement by the Parties with actual knowledge of any such breach shall not constitute a waiver or release by either Party of any claims arising out of or in connection with such breach. Notwithstanding anything contained in this Agreement to the contrary, the covenants, representations and warranties of this Section and the foregoing indemnity obligation shall survive closing.

15. Successors in Interest. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

16. Easements To Be Given At Closing. In addition to any other document required hereunder, if Purchaser should need any easement over any portion of Seller's real property contiguous to the Property for the purposes of bringing water, sanitary sewer, storm sewer, electric, gas, telephone or any other utility service to the Property, at the closing, Seller shall execute and deliver to Purchaser reasonable easements for such purpose(s) on, over and through Seller's remaining land in form acceptable to both parties. At or prior to the closing, Seller shall cause any person holding a mortgage or deed of trust on the remainder of Seller's land to subordinate its mortgage to any such easements.

17. Delivery. Unless otherwise provided herein, Purchaser shall be entitled to possession of the Property as of the date of closing. Seller shall deliver all buildings on the Property to Purchaser in broom clean condition and shall deliver to Purchaser all keys, maintenance records and current tenant contact information. Any damage caused by the removal of equipment shall be repaired by Seller at its sole cost and expense. All service agreements for the rental home shall be terminated as of the closing date.

18. Miscellaneous. Whenever used herein, the singular shall include the plural, the plural the singular and any gender shall include all genders. Captions or headings to the

provisions of this Agreement are intended and used solely for purposes of identification and do not limit or enlarge upon the written provisions of this Agreement. Seller shall bear risk of loss until the date of closing. Time is of the essence in the performance of the obligations hereunder. In the event any of the terms, conditions or covenants contained in this Agreement shall be held to be invalid, then any such invalidity shall not affect any other term, condition or covenant contained herein (or therein), and any such term, condition or covenant shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement and attached Exhibits, which are by this reference incorporated herein, and all documents in the nature of exhibits, contain the entire understanding of the Parties with respect to the subject matter hereof and supercede any and all other written or oral understanding. In the event of any dispute between the Purchaser and the Seller should result in litigation the prevailing Party shall be reimbursed for all reasonable costs actually incurred with such litigation, including without limitation reasonable attorney fees.

19. Governing Law; Jury Trial. This Agreement and the instruments referenced herein shall be construed in accordance with and governed by the laws of the State of Michigan without regard to any principles of conflicts of laws. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL FOR ANY CONTROVERSY ARISING OUT OF THIS AGREEMENT OR THE PROPERTY.

20. Non-Disclosure. Prior to the closing, Purchaser and Seller each agree that the terms of the transactions contemplated by this Agreement, the identities of Purchaser and Seller, and all non-public information made available by one Party to the other or in any way relating to the other Party's interest in each of such transactions, shall be maintained in strict confidence and no disclosure of such information will be made, prior to the closing, except to such attorneys, accountants, investors, potential builders, advisors, lenders and others as are reasonably required to evaluate and consummate the transaction, and except as may be required by applicable law. Purchaser and Seller each further agree and covenant not to disclose or authorize the disclosure of the terms of this Agreement or any instruments or documents delivered in connection with this Agreement, or the identity of the other Party to this Agreement in any public statement, news release, or other announcement or publication. The provisions of this Section shall survive termination of this Agreement, but shall not survive beyond the consummation of the closing.

21. Acceptance. This offer shall remain open for written acceptance until February 8, 2021, and shall be accepted by delivering an executed copy of this Agreement to Purchaser. The effective date of this Agreement shall be the date on which the Agreement is fully executed by both Seller and Purchaser.

22. Authority Documents. Within five (5) business days after the Effective Date, Seller shall provide to the Title Agent copies of Seller's articles of organization and operating agreement, and any resolutions necessary to authorize the sale of the Real Estate.

[Signature Pages to Follow]

**SIGNATURE PAGE
AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY
BY AND BETWEEN
THE HUNTINGTON NATIONAL BANK, AS PURCHASER
AND
JYB PROPERTIES, LLC, AS SELLER**

ACCEPTANCE

The Huntington National Bank hereby accepts the above Agreement and agrees to be bound by its terms and conditions this 11 day of February, 2021.

THE HUNTINGTON NATIONAL BANK

By: Doreen Gapp-Mitchell
Name: Doreen Mitchell
Title: Vice President

**SIGNATURE PAGE
AGREEMENT FOR PURCHASE
AND SALE OF PROPERTY
BY AND BETWEEN
THE HUNTINGTON NATIONAL BANK, AS PURCHASER
AND
JYB PROPERTIES, LLC, AS SELLER**

ACCEPTANCE

JYB Properties, LLC hereby accepts the above Agreement and agrees to be bound by its terms and conditions this 8th day of February, 2021.

JYB PROPERTIES, LLC

By: _____

Name: _____

Title: _____



EXHIBIT A
(Legal Description of Property)

Situated in the City of Rochester Hills, County of Oakland, State of Michigan, to wit:

A parcel of land located in and being a part of the West half of the Northwest quarter of Section 17, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, being more particularly described as: Beginning at a point a distance of 440.00 feet South 00 degrees 14 minutes 40 seconds East along the West line of said Section 17, and a distance of 419.89 feet due East of the Northwest corner of said Section 17; thence North 00 degrees 14 minutes 40 seconds West, 302.14 feet to a point in the Southerly right-of-way line of Walton Boulevard; thence North 83 degrees 51 minutes 46 seconds East, 148.79 feet along said Southerly right-of-way line of Walton Boulevard; thence South 00 degrees 14 minutes 40 seconds East, 318.05 feet; thence due West, 148.00 feet to the point of beginning, and its storm sewer perpetual easement as recoded in Liber 6800, pages 433, 434 and 435, Oakland County Records, together with the easement to the full use of the water retention basin, water shed and existing 42 storm sewer which is included as part of this conveyance for the benefit of the purchase and their assigns forever.

Tax ID # 70-15-17-102-033

Commonly known as 2975 Walton Blvd., Rochester, MI 48309

EXHIBIT B

UTILITY SERVICE SPECIFICATIONS:

Gas:	362 mbh connected – 1 ¼ inch nominal
Water:	1 inch line
Sanitary Sewer :	4 inch line
Storm Sewer:	Dependent on parking and site drainage
Electric:	4 inch conduit for 400A electrical service; Voltage - 120/208V, 3 Phase, 4 Wire; Connected Loads - 86.5 KVA. Service conductor size, type and number per phase - 4#500 MCM, 1 per phase
Telephone:	Typical 3" or 4" conduit per local telephone company
Cable TV:	If service is available to site, note servicing company