

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Purchase Agreement") is made and entered into on the 15 day of January, 2007 by an entity to be formed by **Bill E. Duke**, whose address is 4930 Mill Creek Court, Rochester, Michigan 48306 ("Buyer"), and **BMD Group, Incorporated** a Michigan corporation, whose address is 2044 Austin Drive, Rochester Hills, Michigan 48309 ("Seller").

1. Description of Property. For the purposes of this Purchase Agreement, the "Property" shall mean the parcel of land owned by Seller in Rochester Hills, Oakland County, Michigan, consisting of approximately 1.087 acres, commonly known as 3098 Research Drive, Rochester Hills, Michigan and more particularly described in the legal description attached hereto as Exhibit A (the "Land"), together with a building consisting of approximately 13,782 square feet (the "Building") and all improvements, appurtenances, riparian rights, easements, rights-of-way, roadways, including any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Property to the centerline thereof (including the interest of Seller in and to any award made or to be made in lieu thereof), minerals and mineral rights, oil, gas and other hydrocarbon substances, riparian rights, water and water rights, timber and timber rights, air rights, development rights, all available divisions and splits provided by or permitted under the Land Division Act, as amended, all guaranties and warranties issued with respect to the Building and other improvements located at the Land any unpaid award or damages to the Property, and all personal property, machinery, fixtures and equipment (including, without limitation all heating, lighting, plumbing, electrical, and air conditioning systems, sprinkler risers, steel studs and duct work) if any, owned by Seller located at the Property and used in connection with the operation and maintenance of the Property.

2. Sale. Seller shall sell and the Buyer shall purchase the Property on the terms and subject to the conditions set forth herein.

3. Purchase Price. The purchase price for the Property shall be Nine Hundred Fifty Thousand and no/100 (\$950,000) Dollars ("Purchase Price"). Provided that all conditions to the Buyer's obligations to close as set forth in this Purchase Agreement have been satisfied and fulfilled or otherwise waived in accordance with this Purchase Agreement, the Purchase Price shall be paid at Closing, plus or minus prorations and other adjustments provided for herein by inter-bank wire transfer or bank cashier's check or other form of immediately available funds.

4. Earnest Money Deposit. Within three (3) business days of when this Purchase Agreement is signed by all parties, the Buyer shall deliver to the "Title Insurance Company" (as hereinafter defined), a good faith deposit in the amount of Forty Thousand and no/100 (\$40,000) Dollars (together with any other amounts deposited by the Buyer hereunder the "Deposit"), which Deposit shall be applied against the Purchase Price if the transaction is consummated, or otherwise refunded or forfeited in accordance with the terms of this Purchase Agreement.

5. Duration of Offer. The provisions of this Purchase Agreement shall become a binding Purchase Agreement upon acceptance and delivery thereof by Seller by 5:00 p.m. on the third (3) day after the date of execution by the Buyer ("Acceptance Period"). In the event the Acceptance Period expires without acceptance and delivery by Seller, the offer to purchase shall

be deemed null and void and this Purchase Agreement shall be of no force and effect, unless Seller's failure to timely deliver an executed Purchase Agreement during the Acceptance Period is otherwise waived in writing by the Buyer.

6. Closing. Provided the Buyer has not terminated this Purchase Agreement under the terms hereof and the conditions to close have been satisfied or waived by the Buyer, the closing (the "Closing") of the transaction contemplated hereunder shall take place on the earlier of (a) the date that is Five (5) days from the date Buyer delivers a written notice to Seller that it is prepared to close on the purchase and sale of the Property or (b) the date that is within five (5) business days after the date on which the Due Diligence Period expires. The Closing shall take place at the office of the Title Insurance Company or at such other location as the Buyer and Seller mutually agree.

7. Conveyance by Warranty Deed. Seller shall convey the Property by Warranty Deed conveying fee simple marketable title free and clear of all liens, encumbrances and easements, except as permitted pursuant to Section 9 hereof. Any personal property included within the Property will be conveyed by the Seller to the Buyer pursuant to a warranty bill of sale conveying title free and clear of all liens and encumbrances.

8. Title Insurance Commitment and Policy. As soon as practicable after execution of this Purchase Agreement by Seller, but in no event later than ten (10) days thereafter, Seller shall, at Seller's sole cost and expense, procure and deliver to the Buyer a commitment for an owner's fee policy of title insurance, without standard exceptions (Buyer to provide any required survey), in the amount of the Purchase Price of the Property, dated on or after the date of this Purchase Agreement (the "Title Commitment") from the Philip F. Greco Title Company ("Title Insurance Company"), insuring fee simple, unencumbered, marketable title in the Buyer free of all liens and encumbrances, but subject only to those "Permitted Encumbrances" as hereinafter defined, together with a legible copy of all documents of record affecting the Property. "Permitted Encumbrances" as used herein shall mean any and all items shown on the Title Commitment which are not timely objected to by the Buyer pursuant to Section 9 hereof. At Closing, Seller shall cause the Title Insurance Company to "mark-up" the title insurance commitment to reflect the condition of title which will be insured by the Title Insurance Company and cause the Title Insurance Company to issue the owner's policy of title insurance required under this Purchase Agreement as soon as possible after Closing.

9. Title Objections. If the Title Commitment shall show any liens, encumbrances, mortgages, easements, restrictions or exceptions that are unacceptable to the Buyer and/or the Buyer's counsel, the Buyer shall object thereto and notify Seller thereof in writing within ten (10) days of the date the Buyer receives both the Title Commitment and Survey (as hereinafter defined), but in no event more than twenty (20) days from the date it receives the Title Commitment. Seller shall have ten (10) days from the date it is notified in writing of the particular defects claimed either (1) to remedy the title, or (2) to obtain title insurance as required above, except that any insurance over such defects must be approved by the Buyer, or (3) provide notice to Seller that it is unable or unwilling after reasonable efforts, to remedy the title or obtain the required title insurance; provided, however, if such defects are liens that can be cured by the payment of money, the Buyer shall have the right to deduct from the funds payable at Closing the amount necessary to cure such defect. In the event the Buyer receives notice from

Seller that it is unable or unwilling after reasonable efforts to remedy title or the condition of the Property reflected in the Title Commitment or Seller otherwise fails to address the Buyer's objections to the condition of title and/or the Survey, Purchase may, at its option and/or its sole remedy, either (x) terminate this Purchase Agreement at which time the Buyer shall be entitled to an immediate return of its Deposit, or (y) waive such defects at which time such defects will be included in the Permitted Encumbrances.

10. Mortgage Removal. Any existing Mortgages upon the Property shall be paid and discharged by Seller prior to or at Closing.

11. Survey. At its option and expense, the Buyer shall be entitled to procure an ALTA or other type of survey ("Survey") of the Property during the Due Diligence Period (as hereinafter defined). If the Survey is obtained by the Buyer, the legal description from the Survey shall be the legal description used in the warranty deed, the title insurance commitment and every other instrument or agreement referencing the Property between the Buyer and Seller.

12. Due Diligence Period. It shall be a condition precedent to the Buyer's obligation to complete the transaction that the Buyer shall be satisfied with its due diligence investigation of the Property, as determined in the sole and absolute discretion of the Buyer. The Buyer shall have twenty-eight (28) days from the date this Purchase Agreement is signed by Seller and delivered to the Buyer ("Due Diligence Period") to complete its due diligence investigation of the Property, which shall include, but not be limited to, surveying the property, obtaining an appraisal, investigating the availability of utility services, reviewing applicable zoning ordinances, use regulations and building codes (including requirements for rezoning and variances as necessary), making soil tests, borings and other engineering and architectural tests, obtaining and evaluating environmental reports, conducting a baseline environmental assessment (if necessary), determining the availability of governmental approvals and conducting such other investigations as the Buyer deems necessary or desirable. The Seller agrees to make the Building and the balance of the Property available to the Buyer for the purpose of conducting due diligence on business days between the hours of 8:00 a.m. and 7:00 p.m. The cost of any and all such inspections, investigations, appraisals and tests shall be paid for by the Buyer. If at any time prior to the expiration of the Due Diligence Period, the Buyer shall determine, in its sole and absolute discretion, that it is not satisfied with the Property, then the Buyer shall deliver written notice of dissatisfaction to Seller thereby terminating this Purchase Agreement. Upon such termination, the Buyer shall be released from any liability hereunder. If the Buyer terminates this Purchase Agreement at any time during the Due Diligence Period, the Buyer shall be entitled to return of the entire deposit of \$40,000.

Buyer shall indemnify, defend and hold Seller harmless from and against any and all claims, suits, actions, proceedings, damages, liabilities, costs and expenses, made or asserted as result of Buyer's exercise of such rights of access. Buyer, at its sole cost and expense, shall defend Seller against such claims suits, actions, proceedings, damages, liabilities, costs and expenses.

13. Seller's Deliveries. Within five (5) days of the date Seller executes and delivers this Purchase Agreement to the Buyer, Seller shall deliver to the Buyer (without cost to the Buyer) any existing surveys, topographical studies, appraisals, engineering work, final plans and

specifications, final construction plans, site plans, certificate of occupancy, environmental analytical data, environmental reports and soil borings for the Property which are within the possession of Seller, its counsel, consultants and/or lender.

14. Conditions Precedent. Notwithstanding any other term or condition hereof, the Buyer shall not be obligated to complete the purchase of the Property, unless the following conditions have been satisfied or waived in writing by the Buyer:

a. The absence of any material adverse change, loss or casualty to the Property at and before Closing.

b. The truth, correctness and accuracy of Seller's representations and warranties as of the date hereof and again as of the Closing and Seller's performance of or compliance with all of the covenants and other obligations required to be performed or complied with as of the Closing.

c. There is no pending legal proceeding that has commenced against Seller or otherwise that may affect the Property or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the transactions contemplated by this Purchase Agreement.

d. On the date of Closing, no proceeding shall be pending or threatened that could result in a change in the zoning of the Property or other otherwise restrict or impact the Property, other than any proceeding initiated by the Buyer.

15. Closing Documents.

a. At the time and place of Closing, Seller agrees to execute and deliver to the Buyer the following documents.

i. A valid and proper Warranty Deed to convey title to the Property in the condition required hereunder.

ii. A valid and proper Bill of Sale to convey any personal property included with the Property.

iii. The Title Insurance Company's Owner's Affidavit Form for the Property sufficient to cause the Title Insurance Company to issue the title policy without those standard exceptions related thereto, certified to the Title Insurance Company and the Buyer.

iv. A Closing Statement setting forth the Purchase Price and closing adjustments contemplated hereunder.

v. An Assignment of any and all guaranties and warranties relating to the Building and improvements being conveyed hereunder.

vi. A standard non-foreign affidavit certifying that Seller is not a "foreign person" as defined in the Internal Revenue Code Section 1445.

vii. Such other documents and instruments reasonably required by the Title Insurance Company or the Buyer to close and consummate the transactions contemplated by this Purchase Agreement relative to the Property.

b. At the time and place of closing, the Buyer agrees to execute and deliver to the Seller the following documents/items:

i. The Purchase Price;

ii. A Closing Statement setting forth the Purchase Price and the closing adjustments contemplated hereunder.

iii. Such other documents and instruments reasonably required by the Title Insurance Company or the Seller to close and consummate the transactions contemplated by this Purchase Agreement relative to the Property.

16. Adjustments and Pro-rations. All taxes and assessments (including special assessments) affecting the Property which have become a lien or for which bills have been issued (including Current Taxes as defined herein) prior to the date of Closing shall be paid by Seller and all such taxes and assessments becoming a lien after the date of Closing shall be paid by the Buyer. Current Taxes, if any, shall be prorated and adjusted as of the date of Closing in accordance with the due date basis of the municipality or taxing unit in which the Property is located. For the purposes of the Purchase Agreement, Current Taxes shall mean the winter and summer tax bills issued for the Property within twelve (12) months immediately preceding the date of Closing. All utilities shall be paid by Seller through the date of Closing.

17. Maintenance of the Property, Possession and Early Occupancy. Until Closing, Seller shall maintain the Property in its condition as of the date of this Purchase Agreement and shall not take any actions or fail to take any actions which would materially impair the condition of the Property. Seller shall deliver and the Buyer shall accept possession of the Property at the time of Closing. Seller agrees to perform, when due, Seller's obligations under any contracts, governmental approvals and permits and other agreements relating to the Property, and operate the Property in accordance with applicable laws, ordinances, rules and regulations affecting the Property.

18. Representations and Warranties. As of the date of the execution of this Purchase Agreement and again as of the date of Closing, the following representations and warranties by Seller shall be deemed and made effective, all of which are deemed material to the Buyer and are being relied upon by the Buyer:

a. Seller has full power and authority to execute this Purchase Agreement, consummate the transactions and perform its obligations under this Purchase Agreement and each person executing this Purchase Agreement and any other documents or agreements on behalf of Seller in connection with the transaction has due power and authority to so act.

b. Seller is the owner of fee simple marketable title in and to the Property subject to the Permitted Encumbrances, and is in full and complete possession and control of the Property.

c. Other than as disclosed in the Title Commitment, the Property is not subject to any claim of lien, either recorded or unrecorded, and no improvements to or upon the Property have been made within one hundred twenty (120) days prior to the date of this Purchase Agreement which could give rise to a claim of lien.

d. Seller has received no written notice that 1) there are any condemnation proceedings pending or threatened against any part of the Property, 2) there are any proceedings pending or threatened for the dedication of any part of the Property for any public or quasi-public use, or 3) there are any violations of law with respect to the Property.

e. Seller has not and has no knowledge that any third party has discharged, released, generated, treated, stored, disposed of, stored or placed upon the Property or into any water system any hazardous and/or toxic materials and/or wastes or violated any federal, state or local law, ordinance, rule or regulation, including without limitation those relating to the generation, transportation, storage, treatment, use, disposal and removal of hazardous and toxic materials and wastes and other environmental requirements (collectively "Environmental Laws"). The Property has been and continues to be owned and operated by Seller in full compliance with all Environmental Laws. To Seller's knowledge there are no above or underground storage tanks located at the Property.

f. There are no outstanding agreements, options or rights of first refusal to purchase the Property, or any portion thereof or interest therein.

g. To the best of Seller's knowledge, the Property (i) is not subject to any encroachment from surrounding parcels and/or improvements thereon, (ii) the Property does not serve any adjoining property, other than as disclosed in the Title Commitment, and (iii) no portion of the Property is located within any flood plain or subject to any restriction for which any permits or licenses are necessary for the use thereof.

h. To Seller's knowledge the Property complies with all applicable laws and Seller has received no notice that the Property is not currently in compliance with applicable laws.

i. To Seller's knowledge there are no unrecorded encumbrances, restrictions, easements, encroachments, boundary disputes, or agreements or other matters not of record that affect or impact the Property.

j. To Seller's knowledge there are no public improvements which have been ordered, threatened, announced or contemplated with respect to the Property, which have not been completed, assessed and fully paid for.

k. There are no amounts owing by Seller in respect of the Property to any governmental authority or public utility, other than current accounts which are not in arrears and there are no outstanding levies, charges or fees assessed against the Property by any public authority (including development or improvement levies, charges or fees), or if there are any such unpaid amounts, they will be paid at or prior to Closing.

If prior to the Closing, the Buyer shall discover that Seller has made a false representation in this Section 19, the Buyer may terminate this Purchase Agreement with no liability on its part, receive an immediate refund of its Deposit and pursue all remedies provided by law. The representations and warranties of Seller to Buyer shall survive the Closing for a period of two (2) years.

19. Assignment by Buyer. Buyer shall have the right, to assign its rights under this Purchase Agreement prior to the Closing to any entity and such assignment shall operate to release Buyer from its obligations hereunder. Bill E. Duke is executing this Purchase Agreement on behalf of an entity to be formed and not in his individual capacity and Seller acknowledges and agrees that Bill E. Duke shall have no personal liability under this Purchase Agreement arising from his execution thereof. Seller shall not have the right to assign this Purchase Agreement without the prior written consent of Buyer, which may be withheld by Buyer in its sole discretion.

20. Seller's Default. In the event Seller defaults in the performance of the terms and conditions hereof or fails to close the transaction when obligated to do so hereunder, the Buyer may, at its option, specifically enforce the terms of this Purchase Agreement or receive the immediate refund of the Deposit, in addition to all other remedies permitted by law or at equity.

21. Buyer's Default. In the event the Buyer defaults in the performance of the terms and conditions hereof or fails to close the transaction when obligated to do so hereunder, Seller, as Seller's sole and exclusive remedy, may retain the Deposit as liquidated damages.

22. Indemnity. Seller shall indemnify and hold the Buyer harmless at all times prior to and subsequent to the Closing from and against any and all claims, suits, actions, proceedings, damages, liabilities, losses, costs and expenses, including actual attorneys' fees (hereinafter collectively "Claims"), arising from or in connection with a breach by Seller of this Purchase Agreement or made or asserted against the Property as a result of actions, conduct or events occurring prior to Closing, except to the extent such Claims are caused by or result from negligent acts or omissions of the Buyer.

23. Brokerage Commissions. Seller and Buyer acknowledge and confirm that Timmis Group, Ltd and Grubb-Ellis (the "Brokers") have been involved in this transaction, and upon the consummation of the transaction contemplated hereby, Seller shall be solely responsible for and shall pay a brokerage fee to the Brokers in the amount of six (6%) percent of the Purchase Price, which amount will be split equally between and paid by separate checks to Timmis Group, Ltd. and Grubb & Ellis at Closing. However, in the event the transaction contemplated hereby is not consummated, no commission shall be due or payable by Seller to Brokers. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any and all claims for brokerage or finders fees, commissions or compensation claimed to be due

by virtue of contact with Seller of any kind in connection with this transaction. Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all claims for brokerage or finders fees, commissions or compensation (other than by the Brokers) claimed to be due by virtue of contact with Buyer of any kind in connection with this transaction.

24. Condemnation. If prior to Closing any authority having the right of eminent domain shall commence legal action for the temporary or permanent taking or acquiring of any part of the Property, Seller shall immediately give written notice thereof to the Buyer and the Buyer, at the Buyer's option, shall be entitled to either: (i) terminate this Purchase Agreement upon written notice to Seller and receive an immediate refund of the Deposit; or (ii) proceed to close the transaction with a reduction in the Purchase Price equal to any proceeds resulting from a condemnation award or judgment received by Seller prior to Closing and an assignment from Seller of the right to receive all future proceeds.

25. Destruction of the Property. If, prior to Closing, all or any portion of the Property is damaged by fire or other natural casualty (collectively "Damage"), then the Buyer, at its sole option, may elect either to (i) terminate this Purchase Agreement upon written notice to Seller and receive an immediate refund of the Deposit; or (ii) proceed to close the transaction and receive any proceeds resulting from insurance together with an assignment of the proceeds of Seller's casualty insurance for all Damage. In such event, Seller shall fully cooperate with the Buyer in the adjustment and settlement of the insurance claim.

26. 1031 Exchange. If Seller so requests, Buyer shall reasonably cooperate with Seller in effecting a tax-deferred exchange of the Property under Section 1031 of the Internal Revenue Code, so long as (a) no unreimbursed additional costs or liabilities are incurred by Buyer and (b) Buyer is not required to take title to any replacement property or incur any liabilities in connection with such replacement property. Likewise, if Buyer so requests, Seller shall reasonably cooperate with Buyer in effecting a tax-deferred exchange of the Property under Section 1031 of the Internal Revenue Code, so long as (i) no unreimbursed additional costs or liabilities are incurred by Seller and (ii) Seller is not required to take title to any property.

27. Miscellaneous.

a. Counterparts/Facsimile and PDF Signatures. This Purchase Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts shall together constitute but one agreement. Facsimile and PDF signatures shall be binding upon the parties hereto.

b. Severability. In case any one or more of the provisions contained in this Purchase Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then all the remaining provisions of the Purchase Agreement shall remain in full force and effect to the extent permitted by law.

c. Written Notice. All requirements for written notice contained in this Purchase Agreement shall be deemed to require notice in writing, and service by any one of the following methods: (i) By personal service with service being effective upon delivery, or (ii) By certified mail, return receipt requested, with service being effective

two (2) days after mailing, or (iii) By telecopy, facsimile or other form of telecommunication, with service being effective upon sending; or (iv) By recognized overnight courier service, with service being effective one (1) day after delivery to such courier service.

For purpose of notice, the addresses of the parties shall be as follows:

If to the Buyer: Bill E. Duke
4930 Mill Creek Court
Rochester, Michigan 48306
Facsimile: (586) 293-9192

with a copy to: Kerr, Russell and Weber, PLC
Attn: Kevin T. Block
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226
Facsimile: (313) 963-7099

If to Seller: BMD Group, Incorporated
Attn: Mr. Simon Kirkby
2044 Austin
Rochester Hills, Michigan 48309
Facsimile: (248) 233-8050

with a copy to: Alan R. Miller, P.C.
Attn: Jeffrey J. Svoboda
370 East Maple, 4th Floor
Birmingham, Michigan 48009
Facsimile: (248) 644-1537

And a copy to: Timmis Group, Ltd.
Attn: Truman D. Timmis
31780 Telegraph Road, Suite 250
Bingham Farms, Michigan 48025
Facsimile: (248) 593-1705

d. Binding Effect. This Purchase Agreement shall be binding upon the heirs, legal representatives, successors and permitted assigns of the parties.

e. Drafting. The parties have participated jointly in the negotiation and drafting of this Purchase Agreement. In the event an ambiguity or question of intent or interpretation arises, this Purchase Agreement shall be construed as if drafted jointly by the parties and no presumptions or burden of proof shall arise favoring or disfavoring any party by virtue of the authoring of any of the provisions of this Purchase Agreement. The word "including" shall mean including without limitation. All words used in this Purchase Agreement will be construed to be of such gender or number as the circumstances may require.

f. Construction. This Purchase Agreement shall be construed in accordance with the internal laws of the State of Michigan, without application of conflict of law principles.


g. Entire Agreement. This Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written communications, representations, understandings, agreements, negotiations and discussions with respect to the subject matter hereof. The parties acknowledge and agree that there are no conditions precedent to the effectiveness of this Purchase Agreement and that there are no written or oral agreements, promises, understandings or representations directly or indirectly related to this Purchase Agreement or the subject matter hereof that are not set forth herein.

h. Amendment. The parties may amend, modify or alter this Purchase Agreement or any of its provisions only by a written agreement of all the parties to this Purchase Agreement.

i. Waiver. The parties may not waive any provision or breach of this Purchase Agreement, except under the terms of a writing executed by the party against whom the waiver is sought to be enforced.

The undersigned have executed this Purchase Agreement on the date and year first above written.

BUYER:



Bill E. Duke, on behalf of an entity to be formed and not individually

SELLER:

BMD Group, Incorporated

By: _____

Its: _____



f. Construction. This Purchase Agreement shall be construed in accordance with the internal laws of the State of Michigan, without application of conflict of law principles.

g. Entire Agreement. This Purchase Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all previous or contemporaneous oral or written communications, representations, understandings, agreements, negotiations and discussions with respect to the subject matter hereof. The parties acknowledge and agree that there are no conditions precedent to the effectiveness of this Purchase Agreement and that there are no written or oral agreements, promises, understandings or representations directly or indirectly related to this Purchase Agreement or the subject matter hereof that are not set forth herein.

h. Amendment. The parties may amend, modify or alter this Purchase Agreement or any of its provisions only by a written agreement of all the parties to this Purchase Agreement.

i. Waiver. The parties may not waive any provision or breach of this Purchase Agreement, except under the terms of a writing executed by the party against whom the waiver is sought to be enforced.

The undersigned have executed this Purchase Agreement on the date and year first above written.

BUYER:

Bill E. Duke, on behalf of an entity to be formed and not individually

SELLER:

BMD Group, Incorporated

By: [Signature]
Its: CEO