

(L O M B A R D O)

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is made effective as of the Effective Date (as defined in paragraph 21 below), between Anthony F. Lombardo, not individually, but on behalf of an entity to be designated by him, and without personal liability whatsoever ("Purchaser") and the City of Rochester Hills, a Michigan municipal corporation (the "Seller"), on the following terms:

1. Agreement For Sale and Purchase

Seller hereby agrees to sell to Purchaser, and Purchaser hereby agrees to purchase from Seller, the following described real estate located in the City of Rochester Hills, County of Oakland, State of Michigan, more particularly described on Exhibit A commonly known as vacant land off of Meadowfield Drive and whose tax parcel identification number is 70-15-22-226-016, together with all improvements, appurtenances, hereditaments, tenements, rights, privileges, advantages, easements benefiting the real estate (recorded, by prescription, by use or otherwise) in, on and about the real estate, all rights of ingress and egress to and from all roads, alleys, waters, streets or rights-of-way adjacent, contiguous, bordering or currently used by the real estate, rights to all utility capacities servicing the real estate, or applications therefore, and one hundred percent (100%) of the use and control of the real estate, together with all of Seller's interest in mineral, gas, gravel and other rights to air, surface and subsurface natural resources of any kind whatsoever, in, on, or about the real estate, all of the foregoing hereinafter collectively referred to as the "Property," upon the terms and conditions herein set forth.

2. Purchase Price

Subject to adjustments and prorations as hereinafter provided, the purchase price for the Property is One Million Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,975,000.00) ("Purchase Price").

3. Terms of Payment

The Purchase Price shall be paid by Purchaser to Seller as follows:

A. Deposit

Within five (5) days of the Effective Date, Purchaser shall deposit the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("Deposit") in cash or bank check, as an earnest money deposit with the Title Company (as defined below). The Deposit shall be applied to reduce the funds due at Closing, or shall be refunded to Purchaser or retained by Seller in accordance with the terms of this Agreement.

B. Balance of Purchase Price

The entire unpaid balance of the Purchase Price shall be paid by Purchaser to Seller at Closing, by cash or bank check.

4. Due Diligence

A. Contingency Period

For a period of 180 days after the Effective Date (hereinafter the "Contingency Period"), Purchaser shall have the right to enter upon, access and/or evaluate the Property for all purposes relative to Purchaser's environmental inspection, preliminary site planning, engineering, zoning, and for any other physical, legal, or other inspection or evaluation whatsoever of the Property, or for any other purpose related to the Property deemed necessary at Purchaser's sole discretion and at Purchaser's sole cost, including, but not limited to, any and all matters related to any future use of the Property by Purchaser. Such activities shall include, but not be limited to, all environmental testing, topographical surveys, wetland studies, soil borings and testings, other ecological environmental engineering and other testing as Purchaser deems appropriate. Purchaser agrees to restore all areas of the Property disturbed by such testing reasonably similar to their previously existing condition. Within 10 days after execution of this Agreement, Seller shall promptly deliver to Purchaser all of Seller's records and documents regarding the Property including, but not limited to, surveys, site plans, engineering drawings, soil studies, environmental reports or assessments or any other documents or records reasonably required by Purchaser for Purchaser's review of the Property. Purchaser, at his option and at his sole cost, may obtain recertification of any environmental site assessment previously obtained by Seller for the Property. Notwithstanding anything to the contrary in this Agreement, Purchaser may elect in its sole discretion to extend the Contingency Period up to an additional ninety (90) days upon Purchaser providing Seller with written notice of such election prior to the expiration of the Contingency Period. For the purpose of this Agreement, any reference to the Contingency Period shall include the extended ninety (90) day period if Purchaser makes such election to extend the Contingency Period pursuant to this paragraph.

B. Seller's Cooperation

Seller hereby acknowledges that Purchaser intends to develop Property as a Planned Unit Development ("PUD") consisting of 58 ranch style residential condominium units under the Seller's Code of Ordinances, Article VI, District Regulations, Division 18, based upon: a) the innovative design of the ranch style condominiums and the lack of similar type housing in the City of Rochester Hills; b) the fact that the Property is a vacant parcel that is currently surrounded by development; and c) other potential PUD qualifying criteria. Seller hereby agrees upon the request of Purchaser and while this Agreement shall remain in full force and effect to execute in its name, alone or together with Purchaser, all site plan applications, master deeds, plats, zoning/rezoning petitions, variance petitions, special land use

agreements, parcel division/combination applications, letters of authorization and any and all other documents, petitions, applications, dedications, easements for utilities, rights-of-way and such other similar instruments or documents which may be required or appropriate for development of the Property by Purchaser as a PUD. Purchaser agrees to pay all applications and filing fees and the fees of all professionals retained by Purchaser in connection with the actions described in this Paragraph 4.B. and agrees to indemnify and hold Seller harmless from all such fees. Notwithstanding anything to the contrary in this Agreement, the cooperation and/or execution of any documents by Seller pursuant to this Paragraph 4.B. shall not be construed as Seller's approval of any such applications, petitions, requests or documents, unless such documents specifically so state that Seller has approved such applications, petitions, requests or documents.

5. Adjustments, Prorations and Credits

The Purchase Price shall be adjusted by the following adjustments, prorations and credits which shall be computed in the following manner:

A. Real Estate Taxes and Assessments

Any unpaid real estate taxes, general and special assessments (including all installments due prior to or after the Closing) and water and sewer use charges that have become a lien against the Property or which have become due and payable as of the date of the Closing shall be paid by Seller. Current real estate taxes (excluding any assessments or special assessments) consisting of the tax bills which have first become due and payable during the 12 months immediately preceding the date of the Closing shall be prorated and adjusted as of such date in accordance with the due-date basis (i.e. on the assumption that such taxes are paid in advance) of the municipality or taxing unit in which the Property is located.

B. Transfer Taxes

All state and county real estate transfer taxes shall be paid by Seller.

6. Evidence of Title and Title Examination

Within twenty (20) days of the Effective Date of this Agreement, Seller shall furnish, at Seller's sole cost and expense, to Purchaser a commitment for an owner's policy of title insurance dated after the Effective Date in favor of Purchaser issued by the Philip F. Greco Title Company (the "Title Company") in the amount of the Purchase Price, covering the Property without standard exceptions and subject only to Permitted Encumbrances (as hereinafter defined) including a tax parcel endorsement, an access endorsement, a comprehensive endorsement, and a contiguity endorsement, if applicable, a survey endorsement and a zoning endorsement. Purchaser is required to obtain, at its cost, a survey satisfactory to the Title Company for the above endorsements and for the issuance of title insurance without standard exceptions and Purchaser shall pay the premium, if

any, for any of such endorsements. The legal description embodied in said title commitment shall conform in all respects to any survey which Purchaser may obtain.

Purchaser shall have thirty (30) days after having received the title commitment to notify Seller, in writing, indicating in reasonable detail and specifying the nature of the defects claimed with respect to any objections to the marketable fee simple title to the Property as reflected in said title commitment. As used herein, "Permitted Encumbrances" shall mean and include those covenants, restrictions and easements acceptable to Purchaser in Purchaser's sole discretion. In the event Purchaser notifies Seller of any objection to the title of the Property in accordance with the terms of this Agreement, Seller shall have the right to cure such objection(s) and to evidence such cure to Purchaser, in a manner satisfactory to Purchaser on or before thirty (30) days of the date of Purchaser's notification to Seller of its objections to title.

In the event said objection(s) have not been cured by Seller within the time frame referenced in the preceding paragraph, Purchaser shall have the option to (i) accept the Property subject to such exceptions, (ii) terminate this Agreement or (iii) bond off or pay off such exception, at or before closing, at Seller's expense, utilizing the Purchase Price if necessary or desirable, and close pursuant to this Agreement. If Purchaser terminates this Agreement, Purchaser's Deposit shall be immediately returned to Purchaser.

Seller agrees that from and after its acceptance hereof, Seller shall not further encumber the property by mortgage or mortgages, claims, liens or any other encumbrances, and further Seller agrees to indemnify Purchaser from and against any loss, damage, or expense incurred or suffered by Purchaser from any such encumbrance(s). The provisions of this paragraph shall survive the Closing.

7. Purchaser's Possession

The Seller shall deliver possession of the Property to Purchaser at the Closing.

8. Conditions to Closing of Purchaser

The obligations of Purchaser under this Agreement are, at its sole option, subject to and contingent upon the following conditions:

A. Seller's Compliance

Seller shall be in compliance with all terms and conditions of this Agreement and shall not be in breach of any representations, warranties, terms, covenants or promises contained herein and shall have delivered to Purchaser all documents required to be delivered by Seller under this Agreement.

B. No Adverse Actions

No actions or proceedings, whether or legal or administrative, shall be instituted before a court or any other governmental body or by a public authority or agency concerning or in any way related to the Property or the transactions contemplated by this Agreement.

C. Contingency Period

If, during the Contingency Period, Purchaser, shall decide, in its sole and absolute discretion, (i) that the Property is unsatisfactory for Purchaser's intended use or needs; or (ii) that it is not satisfied with the results of the inspections and other work done during the Contingency Period, including without limitation, approval of, and satisfaction with, all survey, environmental conditions, governmental approvals, utilities, suitability for construction, ingress and egress, soil tests and conditions, flood plain issues, wetland studies, zoning, economic feasibility, land division drainage, reciprocal easements and all on and off property sign agreements, then Purchaser may at its option, terminate this Agreement. In the event Purchaser terminates this Agreement pursuant to this Paragraph 8(C), then the Deposit shall be immediately returned to Purchaser and this Agreement shall be null and void, and both parties shall be released from further liability hereunder. The foregoing conditions of this paragraph 8(C) shall be deemed satisfied unless Purchaser delivers to Seller written notice of objection or termination prior to the expiration of the Contingency Period.

D. PUD Approval

A preliminary site plan for a Planned Unit Development ("PUD") for the Property consisting of 58 ranch style residential condominium units which is satisfactory to Purchaser, in its sole discretion, and which is submitted for approval by Purchaser to the Seller, is accepted and approved by both the Planning Commission and the City Council for the Seller.

9. Seller's Environmental Representations and Warranties

A. Representations and Warranties

Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed material to the transaction and have been relied upon by Purchaser in connection herewith and, all of which shall survive the Closing:

i. Based upon the present actual knowledge of Seller, without independent inquiry, Seller has not used, generated, treated, stored, handled, or disposed of, on, under or about the Property any Contaminant or Hazardous Substance (as defined below) except in compliance with Environmental Laws and Regulations (as defined below). Seller hereby further represents and warrants to Purchaser that, based upon the present actual knowledge of Seller, without independent inquiry, no third party has used, generated, treated, stored, handled, or disposed of, on, under or about the Property any Contaminant or Hazardous

Substance (as defined below) except in compliance with Environmental Laws and Regulations (as defined below).

ii. Based on the present actual knowledge of the Seller, without independent inquiry, there are no underground storage tanks (USTs) as defined by Environmental Laws and Regulations (as defined below) on or below the Property used, or used in the past, except in compliance with Environmental Laws and Regulations (as defined below).

iii. Based upon the present actual knowledge of the Seller, without independent inquiry, Seller has not withheld any relevant facts or information in connection with the environmental condition of the Property.

A. Definitions

The term "Environmental Laws and Regulations" shall mean any United States, State of Michigan, or local statute, code, ordinance, rule, regulation, permit, consent, approval, license, judgment, demand, requirement, order, writ, decree, injunction, guidance, policy, or other authorization, pronouncement, promulgation, standard or mandate (including, but not limited to, those of the United States Environmental Protection Agency and the Michigan Department of Environmental Quality) relating to:

i. emissions, discharges, releases or threatened release of any Contaminant or Hazardous Substances (as defined below), including petroleum and petroleum products and derivatives into the ambient air, surface water, groundwater, soils, subsurface soils, publicly owned treatment works, septic systems or land;

ii. the use, treatment, storage, disposal, manufacture, sale, transportation, shipment or handling of polychlorinated biphenyls ("PCB") or petroleum or petroleum products and derivatives;

iii. the installation, existence, or removal of or exposure to asbestos, asbestos fibers or friable asbestos;

iv. the use, treatment, storage, disposal, handling, manufacture, sale, transportation, or shipment of any hazardous waste, toxic waste, petroleum or petroleum product/waste, solid waste, material, pollutant or contaminant, substance, hazardous substance, product or by-product as defined in the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), 42 USC §9601 et. seq.; the Resource Conservation Recovery Act ("RCRA"), 42 USC §6901 et. seq.; the Toxic Substances Control Act ("TSCA"), 15 USC §2601 et. seq.; the Hazardous Materials Transportation Act 49 USC §1801, et. seq.; the National Historic Preservation Act, 16 USC §1451, et. seq.; Rivers and Harbors Act of 1899, 33 USC §401, et. seq.; the Clean Water Act, 33 USC §1251, et. seq.; the Flood Disaster

Protection Act, 42 USC §4001 et. seq.; the National Environmental Policy Act, 42 USC §4321 et. seq.; the Clean Air Act, 42 USC §7401, et. seq.; Safe Drinking Water Act; 42 USC §300f et. seq.; the Emergency Planning and Community Right-to-Know Act, 42 USC §11001 et. seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC §136 et. seq.; the Michigan Natural Resources and Environmental Protection Act", MCL 324.101 et. seq., and all amendments thereto and the regulations adopted and publications promulgated pursuant to said laws; or

v. pollution, contamination or the protection of health, safety, natural resources, or the environment; or

vi. the use, installation and management of any UST.

The term "Contaminant or Hazardous Substance" shall mean any material or substance in any way governed by any Environmental Laws or Regulations including, but not limited to, materials or substances set forth in, or in any way governed by, the Comprehensive Environmental Response Compensation and Liability Act (including its amendments), 42 USC §9601 et. seq.; the Federal Water Pollution Control Act (including its amendments), 33 USC §1251 et. seq.; the Toxic Substances Control Act, 15 USC §2601 et. seq.; the Resource Conservation and Recovery Act, 42 USC §6901 et. seq.; the Safe Drinking Water Act, 42 USC §300f et. seq., and all provisions of the Natural Resources and Environmental Protection Act, MCL 324.101 et. seq., including petroleum, petroleum products and waste oils of any kind.

10. **General Representations and Warranties**

A. **Seller's Representations and Warranties**

Seller makes the following representations and warranties to Purchaser, which representations and warranties shall be deemed material to the transaction and have been relied upon by Purchaser in connection herewith and, all of which shall survive the Closing:

i. Seller has good marketable fee simple title to the Property. To the best of Seller's knowledge, without independent inquiry, the Property is free and clear of all liens, claims and encumbrances, except as disclosed in the title commitment referred to herein. Any installments for assessments (special or otherwise) on the Property that have become a lien on the Property or which have become due and payable as of the Closing date, shall be paid and fully discharged by Seller prior to the Closing.

ii. Seller has full power and authority under the terms of its governing documents to enter into this Agreement and to perform and carry out all obligations, covenants and provisions hereof. Seller's authority shall be evidenced by documentation satisfactory to Purchaser's counsel.

iii. Seller will not cause, suffer, or permit waste, depletion or any adverse change in the physical condition of any part of the Property to occur prior to the Closing.

iv. Seller has not received any notice from any governmental agency of any violations of any building or use restrictions, zoning ordinances or other ordinances, rules or regulations affecting the Property.

v. To the best of Seller's knowledge, without independent inquiry, there are no material defects to the Property, which would not be apparent upon a careful inspection of the same, which would prevent Purchaser from developing and constructing residences on the Property including, but not limited to, defects to the soil which would prevent a residence from being constructed on such Property.

vi. To the best of Seller's knowledge, without independent inquiry, there is no condition existing with respect to the Property or any part thereof, which violates any federal, state or local governmental regulation or law, and Seller has received no notice and has no other knowledge and information of any pending or contemplated condemnation action.

vii. Seller has not entered into any other agreements of sale for the Property or any part thereof, and to the best of Seller's knowledge, without independent inquiry, there are no pending or threatened lawsuits, administrative actions or examinations, claims or demands whatsoever relating to the Property before any court, or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof.

viii. To the best of Seller's knowledge, without independent inquiry, all information, heretofore or hereafter provided to Purchaser is and shall be complete, true and accurate, in all material respects.

ix. Seller has not contracted for the furnishing of labor or materials to the Property which will not be paid in full prior to Closing, or which would give rise to a claim of a construction lien. Seller shall indemnify Purchaser from all loss, claims and costs which Purchaser may incur from the imposition of construction liens, if any, arising from the acts or omissions of Seller, its agents or contractors.

x. To the best of Seller's knowledge, without independent inquiry, no federal, state or local taxing authority has asserted any tax deficiency, lien or assessment against the Property which has not been paid or the payment for which adequate provision has not been made, to Purchaser's satisfaction.

xi. Seller is not a foreign "person" as defined in Section 1445 of the United States Internal Revenue Code of 1986 and the regulations promulgated thereunder.

xii. To the best of knowledge of the Seller, without independent inquiry, the Property has full and free access to, and from at least one public highway, street or road including, but not limited to, Meadowfield Drive, and to the best of knowledge of Seller, without independent inquiry, there is no pending or threatened governmental or private proceeding which would impair or result in the termination of such access.

xiii. Seller shall pay for all past and future personal property, single business, use, sales, income, unemployment or other taxes associated with any business which was operated on the Property by Seller or any entity in which Seller is a member, shareholder, partner, director, officer, manager, employee or agent of such entity.

xiv. Seller has not and will not from and after the date hereof enter into any leases or otherwise encumber the Property or enter into any agreements which would be binding upon the Purchaser after its acquisition of the Property or which would effect the Purchaser's title to or right to possession of the Property or perform any act which would materially change the current status of the Property or in any manner materially impair or diminish the value of the Property.

xv. The Property is not qualified agricultural property as defined in the Agricultural Property Recapture Act, P.A. 2000, No. 261, MCL 211.1001 et. seq.

xvi. To the best of the Seller's knowledge without independent inquiry, the Property consists of approximately 9.58 acres.

xvii. The representations and warranties made in this Paragraph 10 shall be correct in all material respects on the date of execution of this Agreement and on and as of the Closing and shall survive the Closing.

B. Indemnity of Seller

Seller hereby agrees to indemnify, defend, save and hold harmless Purchaser from any and all liabilities, claims, actions, demands, penalties, losses, costs, expenses (including, without limitation, reasonable attorney fees), lawsuits, costs of any settlement or judgment, and claims of any and every kind whatsoever which may now or in the future be paid, incurred or suffered by or against Purchaser or any assignee of Purchaser for, with respect to, or as a direct or indirect result of a breach of any of the representations and warranties contained in paragraphs 9 and 10 of this Agreement. This indemnity shall survive the Closing.

11. Closing

Provided all of the contingencies of Paragraph 8 of this Agreement have been met and provided this Agreement has not been terminated pursuant to the terms of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") shall occur within thirty (30) days following the expiration of the Contingency Period. The time and place of the Closing shall be as agreed by the parties. On or before the Closing, each party shall provide the other with a resolution, reasonably satisfactory to the other party authorizing the execution of this Agreement by such party and the consummation of the purchase and sale of the Property and naming the person or persons authorized to execute the closing documents. Purchaser and Seller each agree to execute and/or deliver such agreements, documents and instruments and to take such other actions on or before the Closing as may be reasonably requested by the other party to carry out the provisions and intent of this Agreement. Notwithstanding anything to the contrary in this Agreement, Purchaser and Seller may mutually agree to have the Title Company prepare the closing documents in which case the parties shall share equally in the costs charged by the Title Company for the preparation of such documents.

12. Seller's Default

In the event of any default hereunder by Seller, Purchaser shall have the right to terminate this Agreement by written notice to Seller and receive an immediate refund of the Deposit, plus any and all damages which Purchaser has incurred as a result of such default or Purchaser may specifically enforce Seller's obligations under this Agreement.

13. Purchaser's Default

In the event of any default hereunder by Purchaser, Seller shall have the right to terminate this Agreement by written notice to Purchaser and shall be entitled to retain the Deposit as liquidated damages as Seller's sole and exclusive remedy against Purchaser.

14. Notices

Any notice, request, demand, consent, approval or other communication given hereunder or under any of the instruments or documents referred to or contemplated hereby or in connection herewith shall be in writing; and shall be personally delivered or sent by registered or certified mail, return receipt requested, with postage and fees prepaid addressed to the parties hereto to receive such notice at its respective addresses set forth below or by facsimile transmission. Any party may by notice given as aforesaid, change its address for any subsequent notice. Any notice delivered by either party under this paragraph shall be effective on the earlier of the date of actual delivery (which shall be deemed to include confirmed facsimile transmissions) or two (2) business days after mailing or upon receipt if sent by facsimile transmission. Any notice by either party shall be sufficient if signed on behalf of said party by any partner or officer thereof.

If to Purchaser: Anthony F. Lombardo, not individually,
but on behalf of an entity to be designated by him
6303 26 Mile, Suite 200
Washington, MI 48094

With a copy to: O'Reilly Rancilio P.C.
Attention: Lawrence M. Scott
12900 Hall Road, Suite 350
Sterling Heights, MI 48313-1151

If to Seller: City of Rochester Hills
Attention: Mayor Pat Somerville
1000 Rochester Hills Drive
Rochester Hills, MI 48309

With a copy to: Beier Howlett, PC
Attention: Mr. John D. Staran
200 E. Long Lake Rd., Suite 110
Bloomfield Hills, MI 48304

15. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

16. Entire Agreement

This Agreement embodies the entire agreement and understanding by and between the parties relating to the subject matter hereof, and this Agreement may not be amended, waived or discharged, except by an instrument in writing executed by the party against enforcement of such amendment, waiver modification, or, discharge is sought.

17. Severability

Whenever possible, each provision of this Agreement and all related documents shall be interpreted in such a manner as to be valid under applicable law but to the extent any provision is invalid or prohibited under applicable law such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provisions of this Agreement.

18. Assignability; Binding Upon Parties

Purchaser shall be permitted to assign this Agreement or any of its rights, title or interest in this Agreement to a related party or entity to be formed by Purchaser (hereinafter "Assignee") and the undersigned Purchaser shall have no personal liability under this Agreement, so long as

Purchaser remains a minimum 51% interest-holder in Assignee and Assignee will assume all obligations of this Agreement. Assignee shall provide a resolution of its Board of Directors and/or Members authorizing this assignment. Otherwise, this Agreement shall be binding upon the parties hereto and their respective heirs, administrators, personal representatives, successors and assigns.

19. Brokers

Seller represents to Purchaser that Seller has not utilized the services of, or become obligated to pay a commission to, a real estate broker in connection with the sale contemplated by this Agreement, and Seller agrees to indemnify Purchaser in the event any claim for brokerage commission is made by any party in connection with the sale other than as a result of any agreement which Purchaser has entered into with such party. Purchaser represents to Seller that Purchaser has not utilized the services of, or become obligated to pay a commission to, a real estate broker in connection with the sale contemplated by this Agreement and Purchaser agrees to indemnify Seller in the event any claim for brokerage commission is made by any party in connection with the sale as a result of any agreement which Purchaser has entered into with such party.

20. Construction

Seller acknowledges that O'Reilly Rancilio P.C. is legal counsel for and represents only the Purchaser with respect to the drafting, negotiation and execution of the purchase of the Property pursuant to this Agreement and Seller further acknowledges that Seller has been advised by O'Reilly Rancilio P.C. to seek independent legal counsel with respect to the legal and tax consequences of this Agreement. Notwithstanding, this Agreement was prepared and negotiated by all of the parties to this Agreement, and all provisions contained in this Agreement shall be construed without prejudice to the party that actually memorialized this Agreement in final form. This Agreement shall be considered to be drafted by all of the parties to this Agreement.

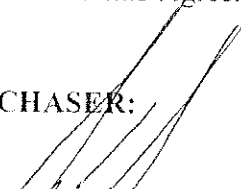
21. Effective Date

For the purpose of this Agreement, the Effective Date shall be the last of the dates indicated by the signatures below; provided, however, that this Agreement shall be void and of no effect if it is not fully executed by all parties and a copy thereof delivered to Purchaser by May 6, 2005.

Seller and Purchaser have executed and delivered this Agreement as of the date set forth below.

Dated: 3-28, 2005

PURCHASER:



Anthony F. Lombardo, not individually, but on behalf of an entity to be designated by him and without personal liability whatsoever

SELLER:

CITY OF ROCHESTER HILLS,
a Michigan municipal corporation

Dated: _____, 2005

By: _____

Its: _____

ACKNOWLEDGMENT OF DEPOSIT

The undersigned hereby acknowledges that it has received from the above named Purchaser the above referenced Deposit as outlined in Paragraph 3 A. The Deposit shall be applied to reduce the funds due at Closing, or shall be refunded to Purchaser or retained by Seller in accordance with the terms of this Agreement.

PHILIP F. GRECO TITLE COMPANY,
a Michigan corporation

Dated: _____, 2005

By: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION

Land located in the City of Rochester Hills, County of Oakland, State of Michigan:

T3N, R11E, SEC 22 PART OF NE 1/4 BEG AT PT DIST N 87-19-12 E 915.46 FT & S 02-34-56 E 810 FT FROM N 1/4 COR, TH N 87-19-12 E 500 FT, TH S 02-34-56 E 627.34 FT, TH S 87-00-55 W 140 FT, TH S 02-34-56 E 280 FT, TH S 87-00-55 W 150.89 FT, TH ALG CURVE TO LEFT, RAD 698.56 FT, CHORD BEARS S 78-17-45 W 211.80 FT, DIST OF 212.62 FT, TH N 02-34-56 W 942.10 FT TO BEG 9.58 AL. 9045 P. 240 & 241

Tax Identification No. 15-22-226-016