

PURCHASE AGREEMENT

Blackbirds, LLC, a Michigan limited liability company, whose address is 1129 N Washington Ave, Lansing, Michigan 48906 (the "Purchaser") agrees to purchase, and **Bradley D. Reitz**, whose address is 2097 East Glendora Road, Buchanan, Michigan 49107 (the "Seller"), agrees to sell, the property described below upon the following terms and conditions:

- 1. Property Description:** Certain real property located in the City of Buchanan, Berrien County, Michigan, as described on Exhibit A, attached hereto, subject to existing building and use restrictions of record, and zoning ordinances, if any, and further subject to easements and other restrictions of record (the "Property").
- 2. Purchase Price:** The Purchaser shall pay Seller a total of Two Hundred Fifty-Five Thousand and 00/100 Dollars (\$255,000.00) to purchase the Property (the "Purchase Price"), which will be paid in cash or immediately available funds at closing.
- 3. Deposit:** Within three (5) business days after the date this Agreement, Buyer will deposit Twenty Thousand and 00/100 Dollars (\$20,000.00), of which Five Thousand and 00/100 Dollars (\$5,000.00) shall be nonrefundable (the "Deposit"), with Sun Title Agency, LLC, 1410 Plainfield Ave NE, Grand Rapids, Michigan 49505, Attn: TJ Pontarelli (the "Title Company"). The Title Company will hold the Deposit in escrow and credit the Deposit against the Purchase Price at Closing, or released to Seller in the event the this Agreement expires or is terminated.
- 4. Taxes, Assessments, Dues, and Other Prorations:** All taxes and assessments, including but not limited to any and all special assessments, even if payable in installments after closing, which have become a lien upon the land, whether recorded or unrecorded, at the date of this Agreement shall be paid by the Seller. Taxes and assessments on the Property which are due and payable in the year of Closing shall be prorated (employing a 365-day year) between Purchaser and Seller as of the Closing Date on a calendar year basis, based upon the most recently available ad valorem real property tax, and Purchaser shall be responsible for the day of Closing.
- 5. Closing:** A closing shall be held on a date and time agreed upon by the parties, but not later than October 1, 2021 (the "Closing Date"). The Purchaser shall execute all required recording and transfer affidavits. Purchaser and Seller shall each pay one-half the cost of any closing fee. Purchaser shall pay all costs associated with recording the required deed and any other documents, if applicable. Seller shall pay the required transfer tax. Seller shall also pay the cost of an owner's commitment and policy of title insurance with regard to the Property.
- 6. Title Insurance:** At Seller's expense, Seller shall provide Purchaser with an owner's policy of title insurance in the standard ALTA form, certified to the date of the closing, in the amount of the purchase price. Purchaser may raise any objections to the exceptions or encumbrances shown on the commitment within 14 days after Purchaser receives the commitment by giving written notice to Seller. If Purchaser raises a title objection, Purchaser will not be required to close this transaction unless Seller cures the objection or Purchaser waives its objection. Seller shall not be required to cure the objection. If Seller elects to cure the objection, Seller shall take action to remove the exception or the encumbrance from the chain of title, to remove it from

the commitment and the policy. The title insurance policy shall include a tax lien search certified to the date of the closing that shows no tax liens against the Property.

7. Fixtures and Improvements: Except the contents of the building commonly known as 408 S Oak St, including but not limited to three (3) transformers connected to the main breaker box, Seller's interest in all improvements and appurtenances are included in the purchase price. All improvements and appurtenances are included in the purchase price including, if there now, the following: all buildings; landscaping; lighting fixtures, shades and bulbs; ceiling fans; drapery, curtains, shades, blinds and hardware; kitchen appliances built-in, including garbage disposal; wall to wall carpeting; attached mirrors, shelves, and workbenches; water softener (unless rented), water heater; sump pump; incinerator; water pump and pressure tank; heating and air conditioning units (window units excluded); attached humidifiers; heating units including wood stoves; fireplace screens, doors, grates, and inserts; liquid heating or cooking units and equipment; and detached storage buildings.

8. Inspections: By signing this Agreement, Purchaser is representing that the Purchaser is aware that inspection services of buildings and building components and systems are commercially available at a modest fee. Purchaser has the right to inspect the buildings and building components and systems or have the buildings and building components and systems inspected by experts selected by the Purchaser. The Purchaser has elected to arrange and pay for the following inspections (if left blank Purchaser shall be deemed to have waived all inspections):

- No inspections
- Plumbing
- Heating, Ventilating & Air Conditioning
- Electrical
- Structural, including Roof
- Termites and Other Wood Destroying Insects
- Other (specify):

9. Survey: Purchaser may order a survey at Purchaser's expense. If Purchaser is not satisfied with the results of the survey for any reason, Purchaser may terminate this Agreement.

10. Municipal Compliance: Seller will arrange for, and pay all costs related to, any required certificates for sidewalk compliance or smoke detector compliance, if applicable.

11. Conveyance: Upon full final payment of the Purchase Price, together with all other sums chargeable against the Purchaser, the Seller shall convey the Property to the Purchaser or the Purchaser's legal representative, successors or assigns by warranty deed, subject to existing building and use restrictions, zoning ordinances and easements of record.

12. Real estate brokers: Seller is represented by MI Realty, A Michigan Realty Co., LLC. Purchaser is represented by St. Aubin Real Estate. Seller shall pay commission to MI Realty, A Michigan Real Estate Co., LLC pursuant to their listing agreement. Each party shall pay any additional fees, if any, charged by their respective brokerages.

13. Right of First Refusal: Seller shall be permitted to continue to market the Property and accept offers, however, Purchaser shall have a right or first refusal. If Seller receives a bona fide offer from any person to purchase the Property, Seller shall send Purchaser a copy of the proposed contract with proof of funds and notify Purchaser of Seller's intention to accept. Purchaser shall have forty-eight (48) hours to match the offer's price and Close per the original closing date. If Purchaser does not elect within the set period, Seller may sell the Property to said offeror provided the sale is on the same terms and conditions and for the price set forth in the offer.

14. Possession: The Seller shall deliver possession of the Property to Purchaser at the closing. Seller and tenant shall have up to fourteen (14) days after the Closing Date to remove their personal property from the Property.

15. Default: If Purchaser shall default in the performance of any of the payments or obligations called for in this Agreement and such default shall continue for 10 days after written notice sent by Seller to Purchaser then, Seller shall have the right to either terminate this Agreement and retain the entire Deposit as liquidated damages, or pursue any other available remedy at law. In the event of a default by Seller, Purchaser shall have the right to either terminate this Agreement and receive a refund of the Deposit, less the nonrefundable portion, if any, or alternatively, enforce the terms and provision hereof by an action for specific performance.

16. Seller's Representations, Warranties, and Covenants: Seller represents, warrants and covenants to Purchaser that:

a. Seller (i) has complete and full authority to execute this Agreement and will have at closing, complete and full authority, to convey to Purchaser Seller's complete interest in the Property, (ii) will execute and deliver any documents, instruments, and agreements including, but not limited to, affidavits and certificates necessary to consummate the transaction contemplated herein, and (iii) will take all additional action that is reasonably necessary or appropriate to effect and facilitate the consummation of the sale and purchase transaction, contemplated herein, as may be required by a title company, by any bankruptcy court or bankruptcy trustee, and as may be required by any condominium or homeowners association board of directors and condominium or homeowner association bylaws, rules or regulations.

b. Seller has not been notified of, and has no knowledge pertaining to, any possible existing or future improvements that might create an assessment against any part of the Property.

c. Seller has received no notice and has no knowledge of any pending or threatened taking or condemnation of the Property or any portion thereof.

d. The Property has not been utilized as a depository for trash, refuse, or any toxic or hazardous substance, and the Property is free from environmental contamination and hazardous materials of any kind.

e. To the best of Seller's knowledge, information and belief, there is no environmental contamination upon any neighboring properties per;

f. Seller has no interest in the Property other than what Seller has disclosed to Purchaser.

17. Conditions precedent for performance by Purchaser: The obligation of Purchaser to consummate the sale contemplated by this Agreement is subject to the fulfillment of the following conditions before the closing. Purchaser may waive these conditions in writing.

a. Each of Seller's warranties shall be true as though made again on the closing date, and no warranty shall be breached before the closing, all of which shall survive closing.

b. Seller shall perform and comply with all its obligations under this Agreement before the closing.

c. There shall be no material adverse change in the Premises or the personal property and no encumbrance on the title to the Premises or the personal property from the date of this Agreement to the date of the closing.

d. No action or proceeding to restrain, prohibit, or declare illegal the transaction contemplated by this Agreement shall be pending or threatened. No order restraining or prohibiting the transaction contemplated by this Agreement shall be issued by any public authority, governmental agency, or court. No attachments, garnishments, levies, or liens shall be filed or in effect regarding the transaction contemplated by this Agreement, the Premises, or the personal property.

e. Purchaser's approval of all inspections, title commitment, and survey for the Property.

18. Contingencies: Sale is contingent on municipal approval of Purchaser's intended use.

19. Notices: All notices required by this Agreement shall be sent to the other party in writing. The notices shall be delivered personally, by first-class mail, or by email.

20. Assignment: This Agreement may not be assigned except to an entity owned by Purchaser.

21. 1031 Tax Deferred Exchange: Upon either party's request, the other party shall cooperate and reasonably assist the requesting party in structuring the purchase and sale contemplated by this Agreement as part of a tax deferred, like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that in connection

therewith, the nonrequesting party shall not be required to (a) incur any additional costs or expenses; (b) take legal title to additional real property; or (c) agree to delay the closing.

22. Successors and assigns: This Agreement shall bind and benefit the parties and their successors, heirs, assigns, executors, administrators, and personal representatives.

23. Time is of the essence: Time is the essence in the performance of this Agreement.

24. Amendment: This Agreement may not be amended except in writing by the person against whom enforcement of any waiver, change, or discharge is sought.

25. Entire agreement: This Agreement contains all the representations by each party to the other and expresses the entire understanding between the parties with respect to the contemplated transaction. All prior communications concerning the subject matter are merged in or replaced by this Agreement.

26. Purchaser's Acknowledgement: Purchaser hereby acknowledges receipt of a copy of this Agreement.

PURCHASER:

Blackbirds, LLC

Date: 08/20/2021

By:  _____
Alexander V. Kaidov

Its: Member

27. **Seller's Acceptance:** The above offer is accepted as written.

28. **Seller's Acknowledgement:** Seller has read this Purchase Agreement and acknowledges receipt of a copy.

SELLER:

Date: 21 August 2021



Bradley D. Reitz

EXHIBIT A

Property

Land situated in the City of Buchanan, County of Berrien, State of Michigan, described as:

Parcel 1:

Lot 13, A.C. DAYS ADDITION, to the City of Buchanan, except MC Railroad.

Parcel Number 11-58-1500-0013-00-8

Commonly known as: 402 S Oak St, Buchanan, MI 49107

Parcel 2:

LOTS 14, 15, and 16, A.C. DAYS ADDITION, and that Part of Section 35, Township 7 South, Range 18 West, City of Buchanan, described as commencing at the Northwest corner of Lot 13, SD addition; thence South to Southwest corner of Lot 16; thence West to McCoy's Creek; thence Northeasterly along Creek to point due West of beginning; thence East to beginning.

Parcel Number 11-58-1500-0014-00-9

Commonly known as: 404 S Oak St, Buchanan, MI 49107