

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:
Allinger Properties, LLC

Debtor

Chapter 11
Case No. 12-31397
Honorable Daniel Opperman

**MOTION TO APPROVE SALE OF DUTCH VILLAGE MOBILE HOME PARK FREE AND
CLEAR OF LIENS PURSUANT TO §363**

NOW COMES Debtor, by and through its attorney, Simen, Figura & Parker, PLC, by Peter T. Mooney and hereby states for its motion as follows:

1. This case was filed on March 20, 2012.
2. Allinger Properties, LLC is a Michigan limited liability company.
3. Debtor operates the Dutch Village Mobile Home Park in Genesee Township, Michigan that currently contains 140 rented mobile homes. This park is Debtor's only current asset
4. Debtor has been actively seeking to sell the property, and has previously retained a real estate brokerage firm.
5. Debtor has received an offer for \$1.5 million dollars from a California based investor, Clark Dong, on behalf of an entity to be formed. This agreement was executed by this Court's deadline of June 1, 2017, which deadline was set forth in this Court's order of December 20, 2016. Mr. Dong has entered into a purchase agreement, attached as exhibit one.
6. Debtor has provided the signed agreement to secured tax creditors Genesee County and Genesee Township, and to the mortgage holder, Dutch Village Mobile Home Park, LLC, prior to filing this motion. Counsel has also spoken to counsel for the County and Dutch Village prior to filing this motion.
7. Debtor does not know the exact amounts currently claimed by the secured creditors, Genesee County, Genesee Township and Dutch Village, but believes that the total amount may exceed the purchase price.

8. Section 362(f) allows this Court to order the sale of property free and clear of interests other than those of the Debtor. Debtor believes that this Court has authority to do so under subsections (1) and (4), and possibly (3).
9. Without knowing the balances claimed, Debtor is not a position to propose an allocation of the proceeds but asks that this Court either determine the allocation or approve a consensual allocation if such agreement can be obtained. A proposed order is attached.

Respectfully submitted,

Simen, Figura & Parker, PLC

/s/ Peter T. Mooney
Peter T. Mooney (P47012)
5206 Gateway Centre, Ste. 200
Flint, MI 48507
810-235-9000
pmooney@sfplaw.com

Dated: June 8, 2017

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

In Re:
Allinger Properties, LLC

Debtor

Chapter 11
Case No. 12-31397
Honorable Daniel Opperman

**ORDER APPROVING SALE OF DUTCH VILLAGE MOBILE HOME PARK FREE AND
CLEAR OF LIENS PURSUANT TO §363**

THE COURT reviewed the Debtor's motion;

IT IS HEREBY ORDERED THAT the Dutch Village Mobile Home Park property shall be sold free and clear of liens with proceeds to be allocated per the parties' consent, or if there is no agreement as determined by this Court by separate agreement.

**Purchase Agreement for Sale of Dutch Village Mobile Home Park located at 2198 E.
Mt. Morris Rd in Genesee Township, Michigan**

This purchase agreement (the Agreement) is made and entered into as of the date of Purchaser's receipt and acknowledgment of a fully executed copy of this Agreement and approval of this transaction by the United States Bankruptcy Court for the Eastern District of Michigan in case no. 12-31397 (the happening of the later of these two events shall be the "Effective Date") by **Clark Dong** on behalf of an entity to be formed (Purchaser), and **Allinger Properties, LLC**, a Michigan limited liability company (Seller).

Recitals

A. Seller is the owner of a manufactured home community (the "Real Estate"), commonly known as **the Dutch Village Mobile Home Park** located at 2198 E. Mt. Morris Rd in **Genesee Township**, Michigan, the legal description of which will be attached to this Agreement by Seller as exhibit A and made a part of this Agreement.

B. Seller desires to sell and Purchaser desires to purchase the Real Estate in accordance with and subject to the terms and conditions in this Agreement.

Agreement

Seller and Purchaser agree as follows:

1. *Offer.* Purchaser offers and agrees to purchase the Real Estate, together with all improvements and appurtenances, leasehold interests, and all personalty owned by Seller, located at and used in connection with the Real Estate, including without limitation the items of personal property described in exhibit B-1 (B-1 and other exhibits may be being prepared when this agreement is signed - it may be signed without exhibits but either party may withdraw without penalty if the subsequently provided exhibits are not acceptable), to be attached to this Agreement by Seller and made a part of this Agreement. Included in this sale are, by way of illustration only and not in limitation and to the extent presently located on the Real Estate and owned by Seller, all equipment and other personal property essential to the operation of the Dutch Village Mobile Home Park.

The foregoing is sometimes now referred to as the Subject Premises. Notwithstanding anything in this Agreement to the contrary, the items of personal property enumerated on exhibit B-2 are not included in this sale.

2. *Acceptance.* Seller, by signature and delivery of a fully executed counterpart of this Agreement, accepts this offer of Purchaser. This offer and acceptance are subject to and in accordance with the terms and conditions set forth in this Agreement.

3. *Purchase price.* The purchase price for the Subject Premises will be \$1,500,000.00 (Purchase Price) payable as follows:

a. *Deposit.* Within 30 business days after the Effective Date, Purchaser will deposit in an escrow account with **First American Title Insurance Company** located at 5400 Gateway Center, Suite A, Flint, MI 48507 (phone: 810-275-9500), an earnest money deposit in the amount of **\$20,000.00** (the Deposit), which will be applied on the Purchase Price at closing if the transaction is consummated or delivered to Purchaser or Seller, as the circumstances may warrant, under the terms of this Agreement.

b. *Balance.* The balance of the Purchase Price will be paid, plus or minus closing adjustments, as the case may be, in certified, cashiers, or wire transferred funds to Seller at closing in exchange for a warranty deed conveying fee simple, marketable title to Purchaser, free and clear of any and all liens or encumbrances, and subject only to those easements and restrictions of record that are agreeable to Purchaser in its sole discretion. Seller will execute and deliver the documents that are required for this transaction, and any existing land contracts or mortgages will be discharged at Closing with Seller being responsible for any prepayment penalties on those contracts or mortgages.

4. *Evidence of title.*

a. Within 30 days after the Effective Date, Seller will furnish or cause to be furnished to Purchaser a commitment (the Title Commitment) for an American Land Title Association (ALTA) owner's policy of title insurance to be issued at Closing without standard exceptions and with extended coverage in the amount of the total purchase price that must be issued by **First American Title Insurance Company** located at 5400 Gateway Center, Suite A, Flint, MI 48507 (phone: 810-275-9500), the same to bear a date later than the date of this Agreement, where the Title Company will agree to insure the title in the condition required under this Agreement as marketable title and will further affirmatively insure free and unrestricted access to a dedicated public road or highway and that there are no violations of any enforceable building or use restrictions or building setback lines. Together with the Title Commitment, Seller will deliver to Purchaser legible copies of all documents recorded in the chain of title that are disclosed by the Title Company as exceptions to the title. Seller will, at the time of Closing, order a title insurance policy from the Title Company pursuant to the Title Commitment for delivery to Purchaser as soon as possible after Closing. The cost of the Title Commitment and the title insurance policy will be paid for by Seller.

b. Within 30 days after the Effective Date, Seller will obtain a current staked ALTA/ACSM Urban Land Title Survey (the Survey) of the Subject Premises

certified to Purchaser, the Title Company, and Purchaser's lender, if any, by a registered land surveyor or engineer acceptable to Purchaser in such form and content as is acceptable to Purchaser and containing, at a minimum, a legal description of the Real Estate and a certification of the acres in the Subject Premises to 0.001 and showing (i) all adjacent public streets and roadways; (ii) the exact location of all curb cuts, access roads, and entry points of all utilities and sewer and water to the Subject Premises; (iii) the exact location of all buildings and improvements located on the Subject Premises or on any easements on the Subject Premises; and (iv) the exact location and identification by liber (volume) and page of all recorded and visible easements on or servicing the Subject Premises. The Survey must certify that no portion of the Real Estate lies within a federally designated flood plain and that there are no encroachments either onto or off of the Subject Premises. The legal description of the Real Estate in the Title Commitment that Seller is required to furnish to Purchaser under section 4.a of this Agreement must conform exactly to the legal description in the Survey required under this paragraph. The cost of the Survey will be paid for by Seller.

c. If objection to the condition of title is made on or before 14 days following Purchaser's receipt of the last of the Title Commitment together with all items of record and the Survey in the form required by section 4.b, indicating that the title is not satisfactory to Purchaser, Seller will have 30 days from the date it is notified in writing of the particular defects claimed, at Seller's election, (i) to remedy the title, (ii) to obtain title insurance as required above, or (iii) to refund the Deposit in full termination of this Agreement if Seller is unable to remedy the title or obtain the title insurance after using best efforts to do so. However, Purchaser may elect to waive these defects and proceed with the transaction and, further, if any defect results from liens or encumbrances having liquidated amounts, Purchaser may, at its option, pay the amounts and receive credit against amounts due Seller at Closing. If Seller remedies the title or obtains the title insurance within the time specified, Purchaser agrees to complete the transaction within 30 days of written notification, but in no event sooner than the specified Closing Date. If Seller is unable to remedy the title or obtain title insurance within the time specified, unless Purchaser waives its objections, Purchaser will have the right to terminate this Agreement. If Purchaser exercises its right to terminate this Agreement, the Deposit will be refunded to Purchaser in full termination of this Agreement.

5. *Possession.* Exclusive possession of the Subject Premises will be delivered to Purchaser at the time of Closing, subject only to the rights of the tenants in possession, as tenants only, as per the rent roll attached to this Agreement as exhibit C (to be updated and certified by Seller from time to time and at Closing), all of which the tenants hold under written leases for terms not exceeding 1 year, or monthly, at the rentals set forth on the rent roll. At the time of Closing, the original tenants' leases and inventory checklists will be delivered to Purchaser and assignments of those leases will be executed in such form and content as is acceptable to Purchaser.

6. *Representations and warranties.* Seller represents and warrants unto Purchaser, as of the date of this Agreement, the Closing Date, and to survive thereafter, notwithstanding the delivery of any closing documents, as follows:

a. The legal description in exhibit A attached to this Agreement is an accurate description of the Subject Premises, which includes the entire mobile home part operation of Seller, and neither Seller nor any partners, shareholders, or affiliates own any interest in real property that is adjacent or contiguous to the Subject Premises.

b. The rent roll attached to this Agreement as exhibit C is true, correct, and genuine. Except as disclosed in the rent roll, there are no rental concessions or side agreements, oral or written, with any tenants affecting the amount of rent to be paid under or the length of the term of any such lease. Each tenant's lease is in full force and effect. No tenants have paid rental more than 30 days in advance. No tenant has any known defense or offset to the prompt payment of rent. Seller has complied with all of its obligations under all leases of the Subject Premises, and, to the best of Seller's knowledge, there are no outstanding defaults by any tenant under any of the leases, except as disclosed on the attached rent roll.

c. The Subject Premises is serviced by municipal sewer and water systems, and both systems, together with all electrical and other mechanical and utility systems serving the Subject Premises.

d. Seller is not obligated to pay any deferred leasing commissions or any commissions for renewals of existing leases by the tenants now in possession. There are no assessments, charges, paybacks, or obligations for improvements or services affecting the Subject Premises. There has been no "rent strike" or other tenant organized protest of rents or conditions in the Subject Premises.

e. From the date of this Agreement until the Closing Date, Seller will operate, repair, and maintain the Subject Premises in good condition and will maintain its existing occupancy level and permit no wasting of the Subject Premises. Seller will have the right to enter into written leases or written rental arrangements, but only on its usual form of lease and with such creditworthy tenants that are approved in accordance with its usual procedures and at rental rates approved by Purchaser. Seller will not receive more than 1 month's prepaid rent and security deposit under these leases or rental agreements. Seller will not reduce, forgive, postpone, or anticipate any rents or allow any tenants to apply security deposits against rentals due, except on a basis consistent with Seller's past practice. Seller will keep all current insurance policies concerning the Subject Premises in full force and effect.

f. Without Purchaser's prior written consent, Seller must not transfer any of the Subject Premises, create any lien or encumbrance on the Subject Premises, grant any easements or rights-of-way, or enter into any contract other than leases entered into in accordance with section 6.g of this Agreement, which is not cancelable on and as of the Closing Date.

g. All of Seller's leases, financial information, books and records, and tax returns provided or to be provided to Purchaser under section 7.b of this Agreement or otherwise are true, correct, and accurate in all material respects.

h. Seller is not a *foreign person* as defined in IRC 1445(f)(3) of the Internal Revenue Code and regulations promulgated under it, which Seller will so certify at Closing.

i. Seller has not contracted for services or supplies or the like relating to the ownership, operation, or management of the Subject Premises, including without limitation laundry, management, rubbish removal, exterminating, vending machines, or employment contracts, except contracts for services or supplies that are cancelable on 30 days' notice and are described on exhibit E to be attached to this Agreement by Seller. Effective as of Closing, Seller will cancel any management contracts, agreements for employment, and other agreements of Seller or any individual or company, directly or indirectly related with Seller, that involve or pertain to the Subject Premises, except to the extent Purchaser has notified Seller to retain and assign these agreements to Purchaser. Seller agrees to indemnify Purchaser from any claims by or on behalf of persons who are or have been employees of Seller (or any such related individual or company) on or before the Closing Date for actions arising and claims that may have accrued before the Closing Date.

j. There are no lawsuits, tax appeals, condemnation proceedings, or environmental investigations pending or, to Seller's best knowledge, threatened affecting the Subject Premises or Seller's ability to convey same.

k. Seller's right to enter into this Agreement is subject to the approval the United States Bankruptcy Court for the Eastern District of Michigan.

If any one or more of the foregoing warranties or representations are not true as of the date of this Agreement and on the Closing Date, Seller will indemnify and hold Purchaser harmless from and against any liability, loss, damage, and reasonable expense, including without limitation actual attorney fees and costs arising from, out of, or in connection with a breach of any of the foregoing warranties or representations.

7. *Conditions precedent.* The obligation of Purchaser and of Seller to proceed on this offer, if accepted, will be conditioned on each of the following conditions precedent:

a. Purchaser's satisfaction with the title and survey conditions of section 4.

b. There will be no material changes in the physical or economic condition of the Subject Premises from the date of this Agreement to the Closing Date, including the Subject Premises.

c. During the term of this Agreement (from its execution to closing), Seller's continued furnishing to Purchaser on a monthly basis of a then-current certified rent roll for the Subject Premises.

d. That Purchaser will be able to obtain financing on terms acceptable to Purchaser that will allow it to close this purchase.

e. That all of Seller's representations, warranties, and agreements in this Agreement will be true and correct as of the date of this Agreement and on the Closing Date, which Seller will certify to at Closing. Seller will not have on the Closing Date failed to meet, comply with, or perform any condition or agreement on its part to be performed under the terms and conditions in this Agreement.

f. That Seller's obligations to proceed are conditioned on the ability to obtain approval from the United States Bankruptcy Court for Eastern District of Michigan in case no. 12-31397, for the sale of the Real Estate free and clear of liens. The parties acknowledge that the Real Estate is encumbered by tax liens and a mortgages, and that Seller shall have no obligation to Purchaser nor Purchaser to Seller, other than to consent to the return of the deposit to Purchase if this sale cannot be completed, if approval from the United States Bankruptcy Court for the Eastern District of Michigan cannot be obtained by Seller.

8. *Closing.* Purchaser and Seller will close this transaction (Closing) on or, at Purchaser's option, within 30 days of the completion of all conditions set forth in this agreement:

a. A *warranty deed* conveying marketable, fee simple title to the Subject Premises to Purchaser.

b. An *assignment of all leases* and other occupancy agreements and the right to all rents due and to become due under those leases and occupancy agreements together with the originally executed leases and amendments to those leases. However, this assignment must not impose any liability on Purchaser for any default of Seller under any lease. Purchaser will assume all of landlord's obligations under the leases relating to the period commencing on and following the Closing Date, including the obligation to refund those security and other deposits of tenants of the Subject Premises, but only to the extent those security

and other deposits are paid over and delivered to Purchaser at the Closing (or for which Purchaser receives credit at the Closing against the Purchase Price).

c. A *warranty bill of sale* regarding (i) all personal property described in section 1 of this Agreement, including without limitation the items of personalty itemized in exhibit B-1 attached to this Agreement; (ii) all of Seller's right, title, and interest, if any, in all intangible assets and intellectual property, including without limitation the name **Dutch Village Mobile Home Park** and all derivations of that name, all customer lists, telephone and fax numbers, trademarks, service marks and logos, and all domain names and websites and all material located on those websites; (iii) all licenses, franchises, rights, governmental or other permits, authorizations, consents, and approvals, including those necessary to own and to operate the Subject Premises to the extent that same are legally assignable; (iv) all right, title, and interest in and to all contracts and leases relating to and entered into in the ordinary course of Seller's operation of the Subject Premises, including without limitation all service and maintenance agreements and laundry leases or contracts; and (v) all rights of Seller under any express or implied guaranties, warranties, indemnification, and all other rights, if any, and to the extent available that Seller may have against suppliers, laborers, materialmen, contractors, or subcontractors arising out of or in connection with the installation, construction, and maintenance of the improvements, fixtures, and personal property on or about the Subject Premises, together with the original of all such guaranties, warranties, and such similar instruments and assignment of name, permits, franchises, and the like.

d. Seller's *extended coverage questionnaire* on the Title Company's standard form.

e. Seller's *certificate of accuracy* as of Closing regarding the representations and warranties under section 6.

f. *Closing statement*.

g. *Nonforeign person affidavit*.

h. All available *plans and specifications* relating to the improvements located on the Real Estate, including as built drawings and site plans.

i. A *rent roll* in the form attached to this Agreement as exhibit C, which will be updated to and certified by Seller as true and correct as of the Closing and will include, at a minimum, the name of each tenant and the unit he or she occupies, his or her monthly rent, the amount and frequency of other periodic charges levied against the tenant, the last date on which rent was paid, the commencement and termination date of the tenant's lease, the amount of any security and other deposits held by Seller, the existence of any uncured event of default by such tenant, if known, and any other information reasonably requested by Purchaser.

j. An *assignment of contracts* listed in exhibit E. Seller will deliver to Purchaser the originally executed contracts to the extent available.

k. A *letter to the tenants*, prepared by Purchaser and signed by Seller, indicating that the Subject Premises has been sold to Purchaser and directing that all future rental payments be sent to Purchaser.

l. A *discontinuance* of any fictitious name certificate now on file where Seller has reserved the right to conduct business under the name **[name]** and an assignment of Seller's right to the use of that name to Purchaser.

m. Such other documents that are reasonably necessary to complete this transaction.

9. *Closing adjustments*. The following will be apportioned on the closing statement against amounts due Seller at Closing:

a. All taxes and special assessments of whatever nature and kind that have become due and payable or are delinquent as of the Closing Date will be paid and discharged by Seller. Current real and personal property taxes (regardless of the lien date) will be prorated on the due date basis of the taxing authority on the basis of a 365-day year. Seller will be responsible for taxes up to but not including the day of Closing. In addition, Seller will pay all state and county transfer taxes and revenue stamps due on Closing or required to be paid on recording of the warranty deed.

b. All tenant security deposits, cleaning deposits, if any, and other deposits of whatever nature and kind whatsoever, and whether or not refundable, will be assumed by Purchaser with credit against amounts due at Closing.

c. All rents and other income collected by Seller up to the Closing Date that are allocable to the period commencing with and after the Closing Date and the full amount of all security deposits, pet deposits, and other deposits held by Seller will be paid by Seller to Purchaser. Seller will have no surviving rights after Closing to collect past due rentals from tenants. If any tenant lease provides for the rent payable by a tenant after the Closing Date to be less than the pro forma or budgeted rent for such lot as set forth on the rent roll for the Subject Premises as of the Closing Date, whether as a result of free rent, reduced rent, or any other form of rent concession (in each case a Rent Concession), at Closing Purchaser will be entitled to a credit from Seller in an amount equal to the sum of all such Rent Concessions made to tenants attributable to the period after the Closing Date. In connection with the proration set forth above, Seller will furnish to Purchaser a schedule setting forth all of the information needed to complete the above-

referenced prorations not later than 14 days before Closing and that information will be updated before Closing. For the purpose of setting up Purchaser's books and records for the Subject Premises, Seller will allow Purchaser access to Seller's books and records relating to the tenant leases during that period and at or before Closing. Seller will electronically download all this information to Purchaser in a comma delimited format so Purchaser may receive all data at or before the Closing Date.

d. Seller will pay in full, not later than Closing, all outstanding bills of utility companies and service providers through the Closing Date. If there are outstanding bills that have not been paid by Seller and relate to periods on or before the Closing Date, a utility escrow will be established with the Title Company to ensure that there are funds available to pay these bills following the Closing Date and following Closing. At the time as the bills have been issued, the parties will prorate the bills and any funds escrowed will be used to pay the bills with the remaining escrowed amounts payable to Seller.

e. Seller will pay all brokerage commissions due in connection with this transaction.

10. *Duration of offer.* This offer may be revoked by Purchaser at any time before acceptance of this Agreement by Seller and will automatically expire 10 days from the date of this Agreement if not accepted by Seller within that time.

11. *Destruction or damage.* If there is destruction or damage to the Subject Premises before the Closing Date, Purchaser will, at its option, have the right to (a) accept Seller's repair of the Subject Premises to the state existing before the damage if the damage can be repaired before the date set for Closing or within an additional period of time as Purchaser may, but will have no obligation to, permit; (b) take the proceeds of any insurance, requiring Seller to pay to Purchaser any deductibles and to proceed and go forward with the transaction, or if the insurance proceeds are not yet available, Seller will escrow with the Title Company an amount equal to 125 percent of the estimated cost to repair the damages from Closing proceeds until the insurance proceeds are received by Purchaser; or (c) declare the transaction to be void and of no further force or effect, in which event Purchaser will then receive a refund of the Deposit and be relieved of any and all liability under this Agreement.

12. *Condemnation.* If notice of any action, suit, or proceeding will be given before the Closing Date for the purpose of condemning any part of the Subject Premises, Purchaser will have the right to terminate its obligations under this Agreement within 15 days after receiving written notice of the condemnation proceeding from Seller, and on this termination, the proceeds resulting from the condemnation will be paid to Seller, and Purchaser will then receive a refund of the Deposit and be relieved of any and all liability under this Agreement. If Purchaser will not elect to terminate its

obligations under this Agreement, the proceeds of the condemnation will be assigned and belong to Purchaser.

13. *Deposit as liquidated damages.* The Deposit will be held by Escrow Agent and applied against cash due at Closing when the transaction is consummated or otherwise applied in accordance with the terms of this Agreement. In the event of failure of any condition precedent, the Deposit will be promptly returned to Purchaser. In the event of a default by Purchaser under this Agreement, where the default remains uncured for a period of 20 days after written notice is received by Purchaser, Seller will be entitled to the Deposit as liquidated damages as its **sole and exclusive remedy**. In the event of a default by Seller under this Agreement, Purchaser may terminate this Agreement and will be entitled to a return of the Deposit and Seller will reimburse Purchaser for all due diligence costs incurred by Purchaser or have the right to maintain an action for specific performance and/or damages. All rights, powers, options, or remedies afforded to Purchaser either under this Agreement or by law will be cumulative and not alternative, and the exercise of one right, power, option, or remedy will not bar other rights, powers, options, or remedies allowed in this Agreement or by law. The obligations of Purchaser to consummate the transactions contemplated in this Agreement are expressly subject to the condition that Seller will have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Agreement to be performed, observed, and complied with by Seller before or as of the Closing Date.

14. *Indemnity.* Seller will indemnify, defend, and hold Purchaser harmless from and concerning any claims asserted by tenants, creditors, or employees of or claimants against Seller or of the Subject Premises up to the Closing Date, including any claims for breach of any representation or warranty made in section 6 of this Agreement. In no event will Purchaser assume any liability of Seller, except as expressly set forth in this Agreement. The parties acknowledge that this is not a sale of a business nor will Purchaser be deemed a successor of Seller. Following Closing, if any claim is made by any party arising out of Seller's ownership or operation of the Subject Premises, including without limitation wage claims, taxes claims, contract or tort claims, or claims for the payment of amounts due for the furnishing of labor or materials to the Subject Premises relating to periods before Closing, Seller will hold Purchaser harmless for any resulting claims, damages, suits, or proceedings, including without limitation reasonable attorney fees, court costs, or legal expenses.

15. *Governing law.* This Agreement will be governed by Michigan law.

16. *Binding effect.* This Agreement will bind the parties, their respective heirs, and assigns. Purchaser may freely assign its interest under this Agreement.

17. *Notices.* Any notices, demands, or requests required or permitted to be given under this Agreement must be in writing and be deemed to be given (i) when hand

delivered, (ii) 1 business day after delivery to Federal Express or to a similar nationally recognized overnight service for next business day delivery, (iii) 3 business days after deposit in the U.S. mail, first-class postage prepaid, or (iv) on the day of transmission, when sent during regular business hours of the intended destination by facsimile transmission if the transmission is immediately followed by any of the other methods for giving notice. In all cases notices will be addressed to the parties at their respective addresses as follows:

If to Seller:

Allinger Properties

**2198 E Mt Morris Rd.
Mt Morris PA, 17095**

Fax: [fax number]

email: allinger@gmail.com

With a copy to:

Peter T. Mooney

Fax: [fax number]

If to Purchaser:

Clark Dong

19233 Mountain Way

Los Gatos, CA 95030

email: **clark_dong@yahoo.com**

With a copy to:

[Name]

Fax: [fax number]

18. *Time for performance.* If the last date for performance of any obligation or for giving any notice under this Agreement falls on a Saturday, Sunday, or legal holiday of the state where the Real Estate is located, the time of the period will be extended to the next day that is not a Saturday, Sunday, or legal holiday in that state. Time will be of the essence for purposes of this Agreement.

19. *Tax deferred exchange (IRC 1031).* If, before Closing, Seller desires to restructure this transaction as a tax deferred exchange for property identified by Seller, pursuant to IRC 1031 of the Internal Revenue Code, Purchaser, as an accommodation to Seller, will enter into and execute any such amendatory documentation that Seller may reasonably request. However, Purchaser must not incur any additional cost, expense, risk, or potential liability whatsoever on account of that request. Purchaser will have no liability to Seller whatsoever if the subject transaction is found, held, or adjudicated not to qualify as or a part of a tax deferred exchange pursuant to IRC 1031. No failure to close of any transaction involving any premises to be exchanged will affect Seller's

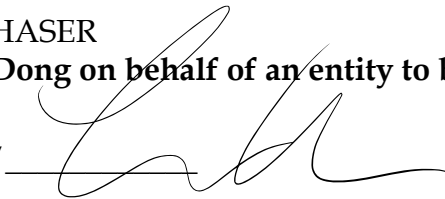
obligation to convey the Subject Premises as and when required under this Agreement. In addition, Seller will cooperate with Purchaser to the extent that this transaction is part of a tax deferred exchange pursuant to IRC 1031 for Purchaser. However, Seller must not incur any additional cost, expense, risk, or potential liability whatsoever on account of this request.

20. *Counterparts.* This Agreement may be executed in one or more counterpart copies, all of which together will constitute and be deemed an original, but all of which together will constitute one and the same instrument binding on all parties. This Agreement may be executed in faxed copies and electronic (e-mail) copies, and facsimile and electronic signatures will be binding on the parties.

IN SIGNING OF THIS AGREEMENT, this Agreement will be deemed entered into as of the Effective Date.

PURCHASER
Clark Dong on behalf of an entity to be formed

By: /s/



Its:

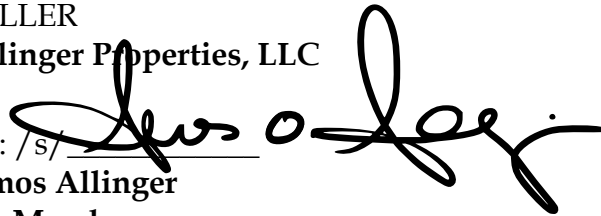
Dated by Purchaser: 6/1/2017

SELLER
Allinger Properties, LLC

By: /s/

Amos Allinger

Its: Member



Dated by Seller: 6/1/17

List of Exhibits

(Exhibits A through N to be attached by Seller)

Exhibit A: Legal Description

Exhibit B-1: List of Included Items of Personal Property

Exhibit B-2: List of Excluded Items of Personal Property

Exhibit C: Rent Roll

Exhibit D: Standard Form of Tenant Lease

Exhibit E: List of Service Contracts

Exhibit F: Schedule of Property Information

Exhibit G: Actual income and expenses for the last 3 years

Exhibit H: Copy of existing owner's insurance policy (fire, hazard, liability, title) and most recent premium statement

Exhibit I: Last 3 years property tax bills

Exhibit J: Copies of City and County ordinances/licenses or permit fees

Exhibit K: Employment & payroll records for the past 3 years including position, wages, and job descriptions

Exhibit L: Copy of other reports which the Seller has in his possession, including but not limited to Appraisals, Engineering, Inspections, Environmental, or other 3rd party analyses, studies, or plans

Exhibit M: Signed Park Rules

Exhibit N: List of utilities providing service, including name, acct. number, phone & address and a copy of utility bills for the last 12 months