

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

IN RE:

EDGE FINANCIAL GROUP, INC.

Debtor.

Case No. 16-55249

Chapter 11

Honorable Phillip J. Shefferly

**DEBTOR'S MOTION FOR ORDER APPROVING SALE OF SUBSTANTIALLY ALL
ASSETS OF DEBTOR OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE
AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES
PURSUANT TO 11 U.S.C. §§363(B) AND 363(F),
AND FOR RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS**

The above-captioned debtor hereby moves the Court (this "Motion") for the entry of an order, for the sale of substantially all of its assets as set forth in the attached Purchase Agreement dated January 20, 2017 ("Assets") to 28101 Ecorse Rd LLC ("Purchaser"), for a total of Two Million Three Hundred Thousand Dollars (\$2,300,000), less any discount that The Huntington National Bank agrees to accept with respect to its secured claims against Debtor (the "Purchase Price"), free and clear of all other liens, claims, encumbrances and other interests and other related relief with the liens to attach to proceeds. The Assets do not include cash, accounts or inventory. In support of this Motion, the Debtor respectfully states as follows:

1. In order to maximize the value of the Debtor's assets, Debtor has been marketing its assets to third parties.
2. The Purchase Price is the highest offer for the assets of Debtor that has been received by Debtor.
3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).
4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The statutory bases for the relief requested herein are sections 105(a), 363 of the Bankruptcy Code, 11 U.S.C. §§ 101-1330 (the “Bankruptcy Code”), and Rules 2002, 6004(h), and 9014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and the Local Rules of the Bankruptcy Court for the Eastern District of Michigan (the “Local Rules”).

6. By this Motion, the Debtor seeks authority to sell the Assets to the Purchaser free and clear of liens, claims, encumbrances and other interests with liens to attach to proceeds. The Debtor further requests that the Court waive the 14 day automatic stay of the sale, imposed under Bankruptcy Rule 6004(h). A copy of a 2015 appraisal is attached, which is the most recent appraisal in Debtor’s possession. The Purchase Price is significantly higher than the appraised value and is higher than the scheduled claims.

Basis for Relief

Approval of the Proposed Sale Is Appropriate and in the Best Interests of the Debtor’s Estate and Its Creditors.

7. The Debtor has determined that the sale of the Assets to the Purchaser will enable the Debtor to obtain the highest and best offer for the Assets and is in the best interests of the Debtor, its estate and creditors.

The Sale of the Assets Pursuant to the Sale is Authorized by Section 363 as a Sound Exercise of the Debtor’s Business Judgment.

8. Section 363(b) of the Bankruptcy Code provides, in relevant part, that “the trustee, after notice and a hearing, may [sell], . . . other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b). A court has the statutory authority to authorize a debtor to sell property of the estate pursuant to section 363(b)(1) of the Bankruptcy Code when such sale is an exercise of the debtor’s sound business judgment and when the sale of the property is proposed in good faith. Stephen Indus., Inc. v. McClung, 789 F.2d 386, 390 (6th Cir. 1986) (adopting the “sound business purpose” standard for sales proposed pursuant to section 363(b)(1)); In re Delaware & Hudson Ry. Co., 124 B.R. 169, 176 (D. Del. 1991);

In re Lionel Corp., 722 F.2d 1063, 1070 (2nd Cir. 1983); see also Fulton State Bank v. Schipper, 933 F.2d 513, 515 (7th Cir. 1991) (a debtor’s decision must be supported by “some articulated business justification”); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999); In re Ernst Home Center, Inc., 209 B.R. 974, 979 (Bankr. W.D. Wash. 1997).

9. Under section 363(b), a debtor has the burden to establish that it has a valid business purpose for using estate property outside the ordinary course of business. See Lionel, 722 F.2d at 1070-71. Once the debtor has articulated such a valid business purpose, however, a presumption arises that the debtor’s decision was made on an informed basis, in good faith and in the honest belief that the action was in the debtor’s best interest. See In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992). A party in interest seeking to challenge the debtor’s valid business purpose must “produce some evidence supporting its objections.” Montgomery Ward, 242 B.R. at 155.

10. The Debtor has proposed the sale of the Assets after thorough consideration of all viable alternatives and has concluded that such sale is supported by a number of sound business reasons, including that a sale of the Debtor’s assets will maximize value.

11. The Debtor also believes that the value of the consideration to be received for the Assets is fair and reasonable. The Debtor submits that the Sale constitutes the highest and best offer for the Assets and will provide a greater recovery for the Debtor’s estate than would be provided by any other available alternative. It appears that there will be sufficient funds to pay all creditors in full.

12. Accordingly, the Debtor’s determination to enter into the transaction is a valid and sound exercise of its business judgment.

The Sale Satisfies the Requirements of Section 363(f) of the Bankruptcy Code for a Sale Free and Clear of Liens, Claims, Encumbrances and Other Interests.

13. This Court has authority to authorize the sale of the Assets free and clear of liens, claims, encumbrances and other interests with liens to transfer to proceeds. See 11 U.S.C. 16-55249-pjs Doc 59 Filed 01/27/17 Entered 01/27/17 18:53:22 Page 3 of 53

§ 363(f). Under section 363(f) of the Bankruptcy Code, a debtor-in-possession may sell property free and clear of any lien, claim or interest of an entity in such property if, among other things:

- applicable nonbankruptcy law permits sale of such property free and clear of such interest;
- such entity consents;
- such interest is a lien and the price at which the property is sold is greater than all liens on such property;
- such interest is in bona fide dispute; or
- such entity could be compelled, in a legal or equitable proceeding, to accept money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is drafted in the disjunctive, satisfaction of any one of its five requirements will be sufficient to permit the sale of the Assets free and clear of liens, claims, encumbrances and other interests.

14. The Debtor believes that one or more of the tests of section 363(f) are satisfied with respect to the transfer of the Assets. In particular, the Debtor believes that at least section 363(f)(3) will be met in connection with the Sale because the Purchase Price is greater than the liens on the Assets.

15. Any lienholder also will be adequately protected by having its liens, claims, encumbrances and other interests, if any, attach to the sale proceeds received by the Debtor for the sale of the Assets to the Purchaser in the same order or priority and with the same validity, force and effect that such creditor had prior to such sale, subject to any claims and defenses that Debtor and its estate and any other parties in interest may possess with respect thereto.

16. Section 363(f) of the Bankruptcy Code is satisfied in such instance because all holders of liens, claims, encumbrances and other interests could be compelled to accept a money satisfaction of its liens in legal or equitable proceedings in accordance with section 363(f)(5) of the Bankruptcy Code. Such legal or equitable proceedings include proceedings to confirm a plan of reorganization, under which the holder of a lien may be compelled to accept payment in

satisfaction of its lien pursuant to section 1129(b)(2)(a) of the Bankruptcy Code. Accordingly, section 363(f) authorizes the sale of the Assets free and clear of any liens, claims, encumbrances and other interests.

The Purchaser Is a Good Faith Purchaser and Is Entitled to the Full Protection of Section 363(m) of the Bankruptcy Code, and the Transfer and Sale of the Assets Does Not Violate Section 363(n).

17. Under section 363(m), the reversal or modification on appeal of an authorization of the sale of property pursuant to section 363 does not affect the validity of such sale to an entity that purchased the property in good faith. See 11 U.S.C. §363(m). As the transaction has been negotiated at arm's-length and in good faith, the Purchaser is entitled to the full protections of section 363(m). A party would have to show fraud or collusion between the buyer and the debtor in possession or trustee or other bidders in order to demonstrate a lack of good faith. See Kabro Assocs. of West Islip, LLC v. Colony Hill Assocs. (In re Colony Hill Assocs.), 111 F.3d 269, 276 (2d Cir. 1997) (“[t]ypically, the misconduct that would destroy a [buyer]’s good faith status at a judicial sale involves fraud, collusion between the [buyer] and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders”); see also In re Angelika Films, 57th, Inc., 1997 WL 283412, at *7 (S.D.N.Y. 1997); In re Bakalis, 220 B.R. 525, 537 (Bankr. E.D.N.Y. 1998).

18. The Debtor and the Purchaser have engaged in arm’s length negotiations over the terms of the sale, and there has been no fraud or collusion in those negotiations.

19. Debtor’s tenants have entered into a sublease and equipment lease with an affiliate of Purchaser, which are attached.

20. Further, the transaction contemplated by the Sale does not constitute an avoidable transaction pursuant to section 363(n). Under section 363(n), a debtor-in-possession may avoid a sale “if the sale price was controlled by agreement among potential bidders at such sale.” No party to the negotiations of the Sale, including the Debtor , believes that there is any indication of

collusion among potential bidders in the instant circumstances. Accordingly, the Purchaser should receive the protections afforded good faith purchasers under section 363(m).

Cause Exists to Modify the Stay Imposed By Bankruptcy Rules 6004(h).

21. Bankruptcy Rule 6004(h) provides that “an order authorizing the sale . . . of property . . . is stayed until expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). The Debtor requests that the Sale be permitted to conclude immediately following entry of any order of this Court approving the sale. In particular, the transaction is the highest and best offer received. Additionally, assuring that the sale closes promptly will maximize the value to be distributed. Therefore, the Debtor believes that “cause” exists for modification of the time periods set forth in Bankruptcy Rule 6004(h).

22. Purchaser wishes to close as soon as possible.

Notice

23. Notice of this Motion has been given to the Debtor’s matrix.

No Prior Request

24. No prior requests for the relief requested have been made.

WHEREFORE, the Debtor respectfully requests the entry of an order, substantially in the form attached hereto (a) authorizing and directing the Debtor to consummate the sale of the Assets, free and clear of all liens, claims, encumbrances and other interests, (b) waiving the stay of the sale under Bankruptcy Rule 6004, (c) granting such other and further relief as is just and proper.

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

DATED: 1/27/2017

EXHIBIT "A"

LEGAL DESCRIPTION

The land situated in the City of Romulus, County of Wayne, State of Michigan, and described as follows:

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Town 3 South, Range 9 East, being described as follows: Beginning at a point on the South line of Ecorse Road distant North 89 degrees 20 minutes 56 seconds West, 1,586.80 feet along the North line of Section 12 and South 00 degrees 50 minutes 53 seconds West 100.00 feet from the Northeast corner of Section 12 (???) feet to the South line of Ecorse Road and the point of beginning; thence proceeding South 00 degrees 50 minutes 53 seconds West 500.00 feet; thence North 89 degrees 20 minutes 56 seconds West 200 feet; thence North 00 degrees 50 minutes 53 seconds East 500.00 feet; thence along said South line of Ecorse Road South 89 degrees 20 minutes 56 seconds East 200.00 feet to the point of beginning.

EXHIBIT B
Proposed Order

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

IN RE:

EDGE FINANCIAL GROUP, INC.

Debtor.

Case No. 16-55249

Chapter 11

Honorable Phillip J. Shefferly

U.S. Bankruptcy Court

**ORDER GRANTING DEBTOR'S MOTION FOR ORDER APPROVING SALE OF
SUBSTANTIALLY ALL ASSETS OF DEBTOR OUTSIDE THE ORDINARY COURSE
OF BUSINESS, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND
ENCUMBRANCES PURSUANT TO 11 U.S.C. §§363(B) AND 363(F), AND FOR
RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS**

This matter having come before the Court on the DEBTOR'S MOTION FOR ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS OF DEBTOR OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§363(B) AND 363(F), AND FOR RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS, which assets are comprised of the assets described in the Purchase Agreement dated January 20, 2017 attached to the underlying motion, (hereinafter "the Assets"), to 28101 Ecorse Rd LLC ("Purchaser"), and the matter having come on for hearing in open Court on _____, 2017, upon proper, timely, and adequate notice to all creditors of the Debtor, including all parties who have a lien or interest in the Assets and all other interested parties, herein, it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157, it appearing that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409, it appearing that notice of the Motion and the opportunity for a hearing on the Motion was

appropriate under the particular circumstances and that no other or further notice need be given, the Court having determined that the price at which the Assets are to be sold is greater than the aggregate value of all liens against the Assets, and it appearing to the Court from the files and records herein and from the recommendation from the attorneys for the Debtor that it would be in the best interest of the estate to sell the Assets to Purchaser on the terms set forth on the Debtor's Motion, for the sum of Two Million Three Hundred Thousand Dollars (\$2,300,000), less any discount that The Huntington National Bank agrees to accept with respect to its secured claims against Debtor (the "Purchase Price");

NOW, THEREFORE, THE COURT HEREBY FINDS:

A. Approval of the Purchase Agreement and consummation of the sale of Assets is in the best interests of the Debtor, its estate, creditors, and other parties in interest, and the Debtor has demonstrated good, sufficient, and sound business purposes and justifications for the sale pursuant to § 363(b) of the Bankruptcy Code outside of a plan of reorganization, that among other things, the consummation of the sale to the Purchaser is necessary and appropriate to maximize the value of the Debtor's estate and the sale will provide the means for the Debtor to maximize distributions to creditors and the estate. Debtor's cash, accounts and inventory are not being sold pursuant to this Order.

B. A sale of the Assets at this time pursuant to § 363(b) of the Bankruptcy Code will preserve the existing value of the Assets and maximize the Debtor's estate for the benefit of all constituencies.

C. The Purchase Agreement was negotiated, proposed, and entered into by Debtor and Purchaser without fraud or collusion, in good faith, and from arm's length bargaining positions.

D. Debtor and Purchaser have not engaged in any conduct that would cause or permit the Purchase Agreement to be avoided under § 363(n) Bankruptcy Code.

E. Purchaser is in all respects a good faith purchaser under § 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby. Purchaser will be acting in good faith within the meaning of Bankruptcy Code section 363(m) in consummating the Transaction.

F. The consideration to be provided by Purchaser pursuant to the Purchase Agreement: (i) is fair and reasonable; (ii) will provide a greater recovery for the Debtor's creditors than would be provided by any other available alternative; (iii) constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States and the State of Michigan; and (iv) is greater than the aggregate value of all liens on the Assets under 11 USC §363(f)(3).

G. The Purchaser would not have entered into the Purchase Agreement and would not consummate the transactions contemplated thereby, thus adversely affecting the Debtor, its estate, and its creditors, if the sale of the Assets to the Purchaser were not free and clear of all liens and interests of any kind or nature whatsoever, or if the Purchaser would, or in the future could, be liable for any of the liens or interests not expressly assumed by the Purchaser.

H. The Debtor has demonstrated that it is an exercise of its sound business judgment to enter into the Purchase Agreement, consummate the sale, and that it is in the best interests of the Debtor, its estate and its creditors.

I. The form and manner of notice of the Sale of the ASSETS were appropriate in all respects.

NOW, THEREFORE, IT IS HEREBY ORDERED that

1. The Motion is granted.

2. Debtor be and is hereby authorized, directed and empowered to sell the Assets to Purchaser for the Purchase Price, on the terms and conditions set forth in the Debtor's Motion, and such sale shall be free and clear of all liens, claims and interests against the Assets, with all liens, claims and interests against the Assets attaching to the proceeds of said sale in the same order of rank and priority as they currently exist against the Assets and with all undisputed fully secured claims against the Assets to be paid from the sale proceeds at closing, subject to any rights, claims and defenses of the Debtor and other parties in interest. Such sale shall be and is hereby approved and the Debtor be and is hereby authorized, directed and empowered to execute and deliver such instrument or instruments as are reasonably necessary to consummate said sale.

3. The administrative and legal expenses of the bankruptcy proceeding related to the protection and sale of the Assets may be charged against the sale proceeds with priority over all other claims against the Assets.

4. The stay set forth in Federal Rule of Bankruptcy Procedure 6004(h) shall not be applicable to this Order, and the Sale may close immediately.

5. A copy of this Order shall be served by ordinary mail upon the Debtor's matrix by Debtor's counsel.

6. The Debtor is authorized and directed to (a) execute, deliver, perform under, consummate and implement the Sale, collectively with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale, and (b) take all further actions as may be reasonably requested by the Purchaser for the purpose of transferring the Assets to the Purchaser or as may be necessary or appropriate to the performance of the obligations contemplated by the Sale.

7. This Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Assets or a bill of sale transferring good and marketable title in the Assets to the Purchaser. Each and every federal, state and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale.

8. This Order: (a) is and shall be effective as a determination that all interests and claims of any kind or nature whatsoever existing as to the Assets as of the closing have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected; and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of its office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to the Assets.

9. This Court retains jurisdiction to enforce and implement the terms and provisions of this Order, and of any agreements executed in connection therewith in all respects, including,

but not limited to, retaining jurisdiction to: (a) resolve any disputes arising under or related to the Sale; (b) interpret, implement and enforce the provisions of this Order; and (c) determine to whom the sale proceeds should be paid.

10. Debtor's creditors are authorized and directed on or before the closing to execute such documents and take all other actions as may be necessary to release their interests in or claims against the Assets, if any, as such interests or claims may have been recorded or otherwise exist.

11. All of the provisions of this Order are nonseverable and mutually dependent.

12. This Order shall be binding upon and inure to the benefit of any successors or assigns of the Debtor and the Purchaser, including any trustee appointed in any of the Debtor's bankruptcy cases for any of the Debtor's bankruptcy estates, whether appointed under chapter 11 or in a subsequent case under chapter 7 of the Bankruptcy Code, or any examiner hereafter appointed for any of the Debtor's bankruptcy estates.

13. At the closing, a sufficient sum shall be escrowed for United States Trustee Fees and the balance of the proceeds shall be held in the client trust account of Debtor's counsel pending further Court Order, after payment of the relevant real and personal property taxes and all other customary costs of closing and all fully secured undisputed claims.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:

EDGE FINANCIAL GROUP, INC.

Debtor.

Case No. 16-55249

Chapter 11

Honorable Phillip J. Shefferly

NOTICE OF OPPORTUNITY TO RESPOND TO DEBTOR'S MOTION FOR ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS OF DEBTOR OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§363(B) AND 363(F), AND FOR RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS

PLEASE TAKE NOTICE that Debtor has filed the above-captioned motion to authorize a sale of substantially all of its assets free and clear of liens, claims and interests, and for related relief.

YOUR RIGHTS MAY BE AFFECTED. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult one.)

The Motion is available for review at the office of the Clerk of the U.S. Bankruptcy Court for the Eastern District of Michigan, located at 211 W. Fort Street, 17th Floor, Detroit, Michigan, or may be obtained by sending a **written** request to Robert N. Bassel, Esq., at the address below. If you do not want the Court to grant the relief sought in the motion, or if you want the Court to consider your views on the motion, within 21 days unless shortened by the Court, you or your attorney must:

1. Communicate with the Court regarding your response or an answer explaining your position, at: United States Bankruptcy Court, 211 W. Fort Street, 17th Floor, Detroit, Michigan
You must also communicate your response to Robert N. Bassel, Esq. at the address stated below.
If you or your attorney do not take these steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting the relief requested in the motion.

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

DATED: 1/27/2017

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:

EDGE FINANCIAL GROUP, INC.

Debtor.

Case No. 16-55249

Chapter 11

Honorable Phillip J. Shefferly

PROOF OF SERVICE

The undersigned served, or caused to be served, copies of **DEBTOR'S MOTION FOR ORDER APPROVING SALE OF SUBSTANTIALLY ALL ASSETS OF DEBTOR OUTSIDE THE ORDINARY COURSE OF BUSINESS, FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES PURSUANT TO 11 U.S.C. §§363(B) AND 363(F), AND FOR RELATED RELIEF WITH LIENS TO ATTACH TO PROCEEDS**, Notice of Time to Respond and Proof of Service upon the following by U.S. Mail or via the ECF system which is designed to serve notice upon the following, where applicable:

Office of the United States Trustee
211 W. Fort Street, 7th Floor
Detroit, MI 48226

Matrix

Respectfully submitted,

_____/s/ Robert Bassel _____

ROBERT N. BASSEL (P48420)

Attorneys for Debtor

P.O. Box T

Clinton, MI 49236

(248) 835-7683

bbassel@gmail.com

DATED: 1/27/2017

PURCHASE AGREEMENT
Commercial Real Estate

This Purchase Agreement is made and entered into **January 20, 2017**, (“Effective Date”) by and between **Edge Financial Group, Inc.**, a Michigan corporation (“Seller”), whose address is 28101 Ecorse Rd, Romulus, MI 48174 and **28101 Ecorse Rd LLC** (“Buyer”), whose address is 8800 Byron Commercial Drive, Byron Center, Michigan 49315.

Buyer offers and agrees to purchase the following real property for the consideration herein stated, and Seller agrees to sell the same, subject to the following:

A. Property:

The property is located at and is commonly known as: 28101 Ecorse Road, Romulus, Michigan 48174, with a size of approximately 2.30 acres. (Tax Parcel number 80 045 99 0008 007) The Legal Description of the Property is:

The land situated in the City of Romulus, County of Wayne, State of Michigan, and described as follows:

That part of the Northwest ¼ of the Northeast ¼ of Section 12, Town 3 South, Range 9 East, being described as follows: Beginning at a point on the South line of Ecorse Road distant North 89 degrees 20 minutes 56 seconds West, 1,586.80 feet along the North line of Section 12 and South 00 degrees 50 minutes 53 seconds West 100.00 feet from the Northeast corner of Section 12 (???) feet to the South line of Ecorse Road and the point of beginning; thence proceeding South 00 degrees 50 minutes 53 seconds West 500.00 feet; thence North 89 degrees 20 minutes 56 seconds West 200 feet; thence North 00 degrees 50 minutes 53 seconds East 500.00 feet; thence along said South line of Ecorse Road South 89 degrees 20 minutes 56 seconds East 200.00 feet to the point of beginning.

includes all buildings, improvements and fixtures; all privileges, easements, appurtenances, and land division rights along with any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, licenses and permits with respect to the Property; and further including Seller’s interest in all air, oil, gas and mineral, subsurface, and riparian rights, as well as all trade name, and warranties or guaranties relating to the property being sold, and any personal property specified herein; all of the above referred to as the “Property.”

The Property is subject to exact determination by survey pursuant to **Paragraph H** herein (Conditions to Closing).

To the extent titled in Seller, the items of personal property included in the sale are listed on **Exhibit A**, which is attached hereto and incorporated by reference.

The items of personal property excluded from the sale are also listed on **Exhibit A**.

B. Purchase Price:

The purchase price shall be Two Million Three Hundred Thousand dollars (\$2,300,000), as reduced by any discount that Huntington Bank agrees to accept with respect to its secured claims against Seller. Seller is under no obligation to obtain a discount and such credit will only apply if Seller obtains such a discount, at Seller's sole and unfettered discretion.

C. Closing:

The closing of the transaction is conditioned upon M & K Truck Center of Detroit LLC's purchase of equipment from Lindi Transport LLC and Lindi Truck Center Inc. pursuant to paragraph 7 of an Equipment Lease of this date between such parties. The closing shall take place at the offices of Chirco Title, St. Clair Shores, Michigan and shall occur within 10 days of the entry of the Bankruptcy Court order described in Paragraph G(5) of this Agreement, or within ten (10) days after the end of the Condition Period, whichever is later (the "Closing Date").

D. Possession:

Possession of the Property shall be delivered to Buyer in its present condition, with the exception of ordinary wear and tear, on the Closing Date. Seller shall maintain the Property in its present condition until possession is delivered to Buyer, **EXCEPT:** Subject to paragraph (K)(1)(J), Seller will be responsible to finish landscaping, to complete exterior lighting, and to complete any other improvements required for the issuance of an unconditional certificate of occupancy.

"As Is" Sale of Property. Except as otherwise provided in this Agreement, Buyer acknowledges the following:

1. Seller has made no representations or warranties whatsoever with respect to the Property;
2. Seller specifically disclaims any and all express and implied representations and warranties with respect to the physical or environmental condition of the Property, the construction of any building and improvements located on the Property, the fitness of the Property for a particular purpose, the habitability of any building on the Property, whether the Property complies with any laws or ordinances, or any matters that would be discovered by an inspection of the Property; and
3. As-Is: Buyer acknowledges and agrees that Seller, and its officers, agents, brokers, employees, attorneys and all other representatives make no warranties or representations, either expressed or implied, as to the condition of the Property or the title thereto. The Property is being conveyed to Buyer in its "AS IS, WHERE IS" condition and "WITH ALL FAULTS AND CONDITIONS OF ANY KIND, TYPE OR NATURE OF THE PROPERTY", and it is the exclusive responsibility of the Buyer to inspect the Property and its title to determine its condition and suitability for Buyer. Buyer hereby fully releases and agrees to hold Seller harmless from and against any claim, cause of action, loss, injury or expense that the Buyer, its officers,

employees, agents, successors or assigns may have arising from or related to the title or condition of the Property. This provision shall survive Closing and/or termination of this Agreement.

E. Real Estate Taxes:

Current real estate taxes (i.e. the most recent summer and winter tax bills issued) shall be prorated on a calendar year basis as of the Closing Date, with Seller receiving credit for any prepaid taxes. All taxes assessed for any prior calendar year or other prior assessment period, including any interest or penalty thereon, shall be paid by Seller.

F. Insurance and Risk of Loss:

Seller shall maintain replacement cost or actual cash value "all risk" insurance on the Property through the Closing Date. Buyer shall provide its own insurance thereafter. Risk of loss to the Property prior to the closing shall be borne by Seller. In the event any damage or destruction is not fully repaired prior to closing, Buyer, at its option, may either terminate this Agreement or may elect to close the transaction, in which event Seller's right to all insurance proceeds not yet applied shall be assigned in writing by Seller to Buyer at closing.

G. Conditions to Closing:

Buyer's obligations under this Agreement are conditioned upon satisfaction of each of the following items, which are for Buyer's benefit and may be waived by Buyer at Buyer's sole discretion within sixty (60) days from the date of mutual acceptance of this Agreement (the "Condition Period"). In the event all of the following conditions are not waived or satisfied before the expiration of the Condition Period, Buyer may at any time thereafter terminate this Agreement. In the event Bankruptcy Court approval as described in Paragraph G(5) below is not obtained within 120 days of the filing date of the motion seeking such court approval, and the Buyer has not terminated this Agreement pursuant to the preceding sentence as of that date, the parties agree to seek court approval (by section 363 motion or chapter 11 plan) of a 5 year triple net lease with an option to purchase for \$2,300,000, providing for monthly rent of \$13,125, contingent upon Buyer or its affiliate's purchase of the same equipment as described in an Equipment Lease of this date between Lindi Transport LLC, Lindi Truck Center, Inc., and M&K Truck Center of Detroit, LLC, for a purchase price of \$200,000.

1. **Title Insurance:** An Owner's Policy of Title Insurance is to be furnished hereunder, to be paid for by Seller. Within 10 days of the Effective Date of this Agreement, Seller shall order a commitment for an ALTA Owner's Policy of Title Insurance, without Standard Exceptions (the "Title Commitment"), from a reputable title insurance company selected or approved by Buyer (the "Title Company") showing marketable title in Seller's name. A copy of the Title Commitment shall be promptly furnished to Buyer. Legible copies of all recorded instruments affecting the Property or recited as exceptions in the Title Commitment shall also be delivered to Buyer. Buyer in its sole and absolute discretion shall determine whether all matters of title and survey are satisfactory. At closing, the Title Company shall deliver to Buyer a satisfactorily "marked up" Title Commitment. The Title Insurance Policy to be issued pursuant to the marked up Title Commitment shall contain such endorsements as Buyer may reasonably require.

2. **Survey:** A survey shall be ordered promptly upon acceptance of this Agreement and shall be furnished to Buyer at Seller's expense within ten (10) days after acceptance of this Agreement. The survey shall be prepared by a surveyor licensed in Michigan and selected or approved by Buyer. The survey shall show all improvements and comply with requirements for ALTA Surveys, including optional requirements from Table A, shall reflect whether the Property is located in a designated flood zone area, and shall be certified to Buyer and the Title Company.
3. **Title and Survey Approval:** If Buyer has objections to items disclosed in the Title Commitment or the survey, Buyer shall make written objections to Seller within thirty (30) days after Buyer's receipt of both the Commitment and the survey. Upon the expiration of such period, any item not objected to by Buyer or subsequently approved by Buyer in writing shall be deemed a permitted exception ("Permitted Exception").

If Buyer makes objections, Seller shall have thirty (30) days to either: (a) remedy the title and survey defects described in Buyer's objection notice and obtain and deliver to Buyer a revised Title Commitment and/or survey which reflects that all such defects have been remedied; or (b) notify Buyer that Seller is unable or unwilling to remedy the defects, in which event Buyer shall, at its option, within five (5) business days after receipt of such notice from Seller, either terminate this Agreement or waive the unsatisfied objections and close the transaction.

4. **Environmental/and Inspections:** Buyer has the right to determine, to Buyer's satisfaction and in Buyer's sole discretion, that the Property has no unsatisfactory or adverse environmental or physical condition as provided below.

(A) **Inspections:** Buyer has the right to determine, to Buyer's satisfaction and in Buyer's sole discretion and expense, that the Property has no unsatisfactory or adverse environmental or physical condition. Buyer is not relying on an representation from Seller or any of Seller's agents, representatives, attorneys or affiliates regarding the condition of the Property or any part thereof, including any determination of the Property to be in compliance with Environmental Laws and Regulations arising from the environmental condition of the Property, both apparent and latent and therefore will not seek contribution from Seller in the event a claim is brought against Buyer or Buyer suffers damages as a result of any Contaminant or Hazardous Substance located on the Property, or any other property or part thereof. The parties agree that the Buyer is not relying upon any environmental report or environmental history supplied by Seller as a basis or decision to purchase the Property and Buyer has elected to conduct its own due diligence and investigation of all aspects of the Property, including the environmental condition, independently and without reliance upon any information provided by Seller. Consistent with this Paragraph, the Buyer has ordered an updated Phase I study of the Property.

(B) **Representations:** Seller represents that, to the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes (as

defined by applicable Federal, State and local statutes and regulations) are present in quantities in violation of applicable law, or in quantities that can reasonably be expected to have a material adverse effect on the value or use of the Property. Seller's representations are based solely on the Phase I Environmental Report commissioned by Huntington Bank to fund the construction loan for the building located and constructed on the Property and the fact that the environmental condition of the Property was determined by Huntington Bank and the SBA to be in satisfactory condition to allow funding and closing of the construction loan that financed the construction of the building located on the Property. Seller further represents that no claim has been made against Seller with regard to hazardous substances or wastes with respect to the Property. Seller has provided Buyer with all information regarding the Phase I Environmental Report and Buyer, at its sole cost and expense, has initiated a Phase I on the Property utilizing the original vendor that performed the Phase I report commissioned for Buyer's construction loan with Huntington Bank and the SBA.

(C) **Environmental Assessment:** A Phase I environmental assessment ("Phase I") on the Property shall be ordered by Buyer promptly upon acceptance of this Agreement at Buyer's expense from a reputable, qualified engineer. The Phase I shall be conducted in accordance with current ASTM standards, unless otherwise agreed, and may also include at Buyer's option the following matters:

- a. An investigation for the presence of underground tanks, asbestos, radon, lead or polychlorinated biphenyls (PCBs) on the Property; and/or
- b. An investigation to determine if the Property is located in any regulated or protected area under the jurisdiction of the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the Michigan Department of Environmental Quality, or any other federal, state or local agency.
- c. If Buyer does not make written objection to any finding of any inspection or report within thirty (30) days of receipt of the report, the Property shall be deemed to be acceptable. If Buyer determines that the environmental condition is unsatisfactory, Seller shall have a reasonable period of time, not to exceed thirty (30) days, to remediate the condition to Buyer's satisfaction, and the Closing Date shall be extended, if necessary. If Seller fails or refuses to remediate, Buyer may either terminate this Agreement or waive its objection(s) and close the transaction.

(D) **Physical Inspections:** Promptly upon acceptance of this Agreement, all physical inspections shall be ordered at Buyer's expense. Inspections shall be made by qualified inspectors or contractors, selected or approved by Buyer, with written reports delivered to both Seller and Buyer. Inspections may include but are not limited to: electrical, plumbing, HVAC, roof, walls, ceilings, floors, foundation, basement, crawl space, mold, water, storm and waste sewer, well/septic, geotechnical, ADA compliance, other: _____. Buyer's right of inspection also includes the right to make soil tests, borings and any other structural, engineering and architectural tests that Buyer deems necessary to evaluate the Property for Buyer's intended use.

If Buyer, in its reasonable discretion, believes that an inspection report reveals a material defect in or with the Property, Buyer shall report such defect in writing to Seller within ten (10) days of Buyer's receipt of such inspection report. If Buyer does not object to any issue revealed in any inspection report within such time period, the Property shall be deemed acceptable. Seller shall have a reasonable period of time, not to exceed thirty (30) days, to repair any such defect to Buyer's reasonable satisfaction and the Closing Date shall be extended, if necessary. If Seller fail or refuses to repair, Buyer may either terminate this Agreement or waive its objection(s) and close the transaction.

(E) **Entry for Inspections:** Buyer and its agents shall have the right to enter upon the Property upon reasonable notice and make all inspections provided for herein. Buyer shall restore any damage to the Property resulting from the entry of Buyer or its agents and shall indemnify Seller as to any injury to persons or damage to property resulting from the negligence of Buyer or its agents in conducting inspection activities on the Property.

5. **Bankruptcy Court Approval:** As a condition to closing, the U.S. Bankruptcy Court shall enter a final order which has not been stayed on appeal granting Seller's motion filed not later than 7 days after the Effective Date for the sale of the Property free and clear of liens, claims, and encumbrances pursuant to 11 USC §363(b) and (f) (the "Sale Order") (in a form reasonably acceptable to Buyer) which authorizes Seller to sell the Property to Buyer pursuant to the terms of this Agreement, finds that Buyer is a good faith purchaser under 11 USC §363(m), and provides that the Property is sold and conveyed free and clear of liens, claims, and encumbrances, with any liens, claims, or encumbrances attaching to the sale proceeds in the same rank and priority as attached to the Property.

H. **Prorations and Special Assessments:** Interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day prior to the Closing Date. Any special assessments applicable to the Property for municipal improvements made to benefit the Property prior to the date of acceptance of this Agreement shall be paid by Seller at or before closing. At closing, Buyer will assume and agree to pay all special assessments for municipal improvements which are assessed for time periods which occur or work which is completed after the Closing Date.

I. **Sales Expenses:** All sales expenses are to be paid in cash prior to or at the closing as follows, in addition to other items described in this Agreement.

ITEM:	PAID BY:	
	Seller	Buyer
1. Release of existing loans and recording releases	<u> X </u>	<u> </u>
2. Closing Fee	<u> X </u>	<u> X </u>
3. Preparation of Deed and Vendor's Affidavit	<u> X </u>	<u> </u>
4. Title search fee	<u> X </u>	<u> </u>
5. Title Policy Premium – Owner	<u> X </u>	<u> </u>
6. Other Title Company Costs	<u> X </u>	<u> X </u>
7. Title Policy - Buyer	<u> </u>	<u> X </u>

J. Default: A breach of (a) an Equipment Lease Agreement of this date between Lindi Transport, LLC and Lindi Truck Center, Inc., as Lessor and M & K Truck Center of Detroit LLC, as Lessee, and/or (b) a Sublease Agreement of this date between the same parties shall constitute a breach of this Agreement. If Buyer breaches this Agreement, Seller may seek any remedy provided by law or equity or may terminate this Agreement. If Seller breaches this Agreement, Buyer may terminate this Agreement or seek specific performance or any other remedy provided by law or equity.

K. Duties of Buyer and Seller at Closing:

1. **SELLER:** At the closing, Seller shall deliver to Buyer, at Seller's sole cost and expense, except as otherwise provided in this Agreement, the following:
 - (A) A duly executed and acknowledged WARRANTY Deed conveying marketable title in fee simple to all of the Property, free and clear of liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except Permitted Exceptions;
 - (B) An ALTA Owner's Policy of Title Insurance or marked up title commitment (the "Title Policy") issued by the Title Company in the amount of the purchase price, dated as of closing, insuring Buyer's fee simple title to the Property to be marketable subject only to the Permitted Exception(s), and deleting the standard printed exceptions contained in the usual form of the Title Policy;
 - (C) An executed Vendor's Affidavit in form acceptable to the Title Company;
 - (D) A Bill of Sale, duly executed by Seller, conveying title to any personal property specified in Exhibit A;
 - (E) An assignment, duly executed by Seller, of leases, prepaid rents, security deposits, and trade name, and to the extent assignable, licenses and permits, warranties or guarantees, and service, maintenance or other contracts relating to the Property. Such assignment shall include an indemnity in favor of Buyer with respect to claims and obligations arising under such leases and contracts. If Buyer does not assume any such contract, then Seller shall deliver evidence of termination of such contract at closing and shall indemnify Buyer as to all claims and obligations thereunder;
 - (F) A current rent roll duly certified by Seller and any security or tenant deposits, if applicable;
 - (G) Evidence of Seller's capacity and authority for the closing of this transaction;
 - (H) Certification that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt; and
 - (I) All other executed documents necessary to close this transaction.

(J) An unconditional certificate of occupancy for the Property; provided however, in the event Seller is unable to deliver an unconditional certificate of occupancy at closing, the parties agree to escrow with Chirco Title \$20,000 of the Purchase price, which Chirco Title shall be authorized to disburse to the Seller upon issuance of a permanent and unconditional certificate of occupancy.

(K) A termination of an existing lease agreement relating to the Property executed by Seller and each of Lindi Transport, LLC and Lindi Truck Center, Inc. extinguishing all of each parties' rights to possession of the Property and shall have removed all personal property from the Property. Lindi Transport LLC and Lindi Truck Center, Inc. shall have a period of 10 days following closing to remove the personal property described in Exhibit B.

(L) Bill(s) of sale to M & K Truck Center of Detroit LLC for the personal property described in Exhibit A and, if necessary, releases of lien from secured creditors relating thereto executed by each of Lindi Transport, LLC and Lindi Truck Center, Inc.

(M) A Bankruptcy Court order authorizing the transaction.

2. BUYER: At the closing, Buyer shall perform, at Buyer's sole cost and expense, except as otherwise provided in this Agreement, the following:

(A) Pay the cash portion of the purchase price in the form of a cashier's check, bank wire transfer, or other immediately available funds;

(B) Provide evidence of its capacity and authority for the closing of this transaction;

(C) Deliver an assumption agreement signed by Buyer with respect to leases assigned to Buyer and contracts, if any, which Buyer has agreed to assume; and

(D) Execute all other documents necessary to close this transaction.

L. Condemnation: Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within seven (7) days after Buyer is advised of the condemnation proceedings; or (2) appear and defend in any proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount, or (b) become the property of Buyer and the purchase price shall not be reduced.

M. Miscellaneous:

1. Any notice required or permitted shall be deemed received when personally delivered or when confirmed as received by facsimile (with copy sent by United States mail), express courier or U.S. mail (postage prepaid, certified and return receipt requested) addressed to Seller or Buyer or their designee at the address set forth below the signature of each party.

2. This Agreement shall be construed in accordance with the laws of the State of Michigan.

3. Time is of the essence. Time periods specified in this Agreement shall expire at 11:59 p.m. on the date stated unless the parties agree otherwise in writing.

4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations hereunder.

5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity shall not affect any other provision.

6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their mutual written consent.

7. **Any prevailing party in any legal or equitable proceeding relating to this Agreement shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.**

8. The parties agree that this Agreement may be transmitted between them electronically or digitally. Electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Each party has participated in the negotiation of this Agreement and has had sufficient opportunity to discuss the benefits and obligations of this Agreement with independent legal counsel. This Agreement shall not be construed in favor of or against either party on the grounds that such party drafted this Agreement.

10. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

N. [This paragraph intentionally left blank.]

O. Zoning Approval Conditions: The parties acknowledge that Buyer intends to use the Property as a location for sales, leasing, maintenance and repair of commercial heavy-duty and medium-duty trucks. Certain approvals, variances and exceptions (the "Approvals") to the current Zoning and other municipal regulatory requirements may be necessary to allow the Property to be used in the manner and for the purpose intended by Buyer. Buyer agrees to proceed with all reasonable diligence to obtain such Approvals, if necessary. Seller agrees to cooperate in any reasonable manner to assist with obtaining such Approvals. However, if Buyer determines, within sixty (60) days of the Effective Date of this Agreement, that the required Approvals cannot be obtained in a commercially reasonable manner, Buyer shall have the option to terminate this Agreement.

P. Independent Advice: Buyer and Seller acknowledge that each has been advised, prior to signing this document, to seek the advice of an attorney or other professionals for the legal or tax consequences of this document.

Q. Entire Agreement: THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. The parties make no representations or warranties to each other, except as contained in this Agreement. All prior agreements and understandings between the parties hereto with respect to the transactions contemplated hereby, whether verbal or in writing, are superseded by, and are deemed to have been merged into, this Agreement unless otherwise expressly provided herein. This Agreement shall be binding on, and inure to the benefit of, the Parties hereto and their successors and assigns, but no other party shall have or claim any third party beneficiary rights under this Agreement.

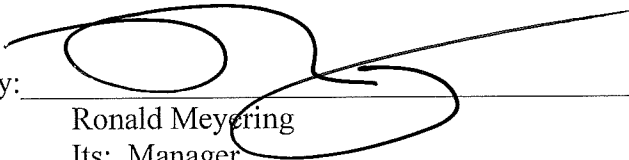
R. Brokers: Seller and Buyer represent to each other that neither Party has utilized the services of, or become obligated to pay a commission to, a real estate broker in connection with the sale contemplated by this Agreement and the Parties agree to cross-indemnify one other in the event any claim for brokerage commission is made on account of either Party in connection with the sale.

S. Earnest Money Deposit: Within 7 days of the effective date, Buyer should deposit with Chirco Title, St. Clair Shores, Michigan a \$50,000 Earnest Money Deposit. In the event Buyer terminates this Agreement due to the failure to timely satisfy any one or more of the Conditions to Closing set forth in Paragraph G (1), (2), (3), (4), or (5), the Earnest Money Deposit shall be returned to Buyer within 10 days of written demand. In the event closing does not occur due to Buyer breach or due to the failure to timely satisfy the conditions set forth in Paragraph O, the Earnest Money shall be remitted to Seller to be retained by Seller to compensate Seller as damages in the event of Buyer breach or, absent Buyer breach, to compensate Seller for the loss of business opportunities relating to the disposition of the Property.

T. Waiver of Jury Trial. The parties acknowledge that the right to a jury trial is a constitutional one, but that it may be waived. Each party, after consulting (or having had the opportunity to consult) with counsel of their choice, knowingly and voluntarily, and for their mutual benefit waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this agreement.

U. Expiration of Offer: Unless accepted by Seller and delivered to Buyer by **9:00 p.m.** on **January 20, 2017** this Offer to Purchase and Purchase Agreement shall be null and void and all parties shall be released of any and all liability or obligations.

28101 Ecorse Rd LLC

By: 
Ronald Meyering
Its: Manager

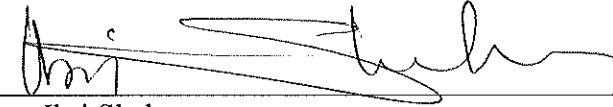
January 20, 2017

8800 Byron Commerce Drive
Byron Center, MI 49315
(616) 583-2100

ACCEPTANCE OF PURCHASE AGREEMENT

Seller accepts the offer made by Buyer as set forth above, without change or condition, at 8:50 a.m.(p.m) on JANUARY 20 (date), 2017.

Edge Financial Group, Inc.

By: 

Ibri Shehu
Its: President

28101 Ecorse Rd.
Romulus, MI 48174

(248) 259-7499
Phone number

Fax and/or Email

EXHIBIT A
PROPERTY INCLUDED IN SALE

Alignment Rack
Air Compressor
Shop Tools and Equipment

PROPERTY NOT INCLUDED IN SALE

EQUIPMENT LEASE

This Equipment Lease (“*Lease*”) is executed January 20, 2017, effective January 29, 2017 (the “*Effective Date*”), by **Lindi Transport, LLC**, a Michigan limited liability company, and **Lindi Truck Center, Inc.**, a Michigan corporation, of 28101 Ecorse Rd., Romulus, Michigan 48174 (individually and collectively “*Lessor*”), and **M&K Truck Center of Detroit, LLC**, a Michigan limited liability company, whose address is 8800 Byron Commerce Drive, Byron Center, Michigan 49315 (“*Lessee*”).

The parties agree as follows:

1. **Lease of Equipment.** Lessor leases the equipment described on Exhibit A (the “*Equipment*”) to the Lessee, and the Lessee rents the Equipment from the Lessor.

2. **Term.** The term of this Lease shall begin on the Effective Date and shall end upon the earlier of: (a) Lessee’s purchase of the equipment pursuant to paragraph 7; or (b) 28101 Ecorse Rd LLC’s exercise of its right to terminate a real estate purchase agreement of this date between Edge Financial Group, Inc., as seller, and 28101 Ecorse Rd LLC, as buyer.

3. **Rental.** The Lessee shall pay to the Lessor rent for the Equipment in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) per month. Rent shall be paid on the Effective Date and on the same day of each month thereafter.

4. **Ownership and Use.**

(a) The Equipment shall at all times be the sole and exclusive property of the Lessor. The Lessee shall have no rights or property interest in the Equipment, except for the right of use in the normal operation of Lessee’s business.

(b) The Equipment is and shall remain personal property whether or not installed in or attached to real property.

(c) The Lessee shall keep the Equipment at all times free and clear from all claims, levies, liens, encumbrances, and any form of judicial process. The Lessee shall give the Lessor immediate notice of any such attachment or other judicial process affecting the Equipment.

(d) The Lessee shall not pledge, lend, create a security interest in, sublet or part with possession of the Equipment or attempt in any other manner to dispose of or remove the Equipment from the premises located at 28101 Ecorse Rd., Romulus, Michigan 48174 without the Lessor’s permission.

(e) The Lessee shall operate the Equipment in accordance with the applicable vendor’s or manufacturer’s manual of instructions, by competent and qualified personnel.

(f) Lessee shall comply with all laws and regulations relating to the operation, control, use and maintenance of the Equipment, and shall pay all costs and expenses arising from Lessee’s compliance or noncompliance with such laws and regulations.

(g) Lessee acknowledges that no representations, warranties or covenants of any kind, express or implied, have been made to Lessee by Lessor with respect to the Equipment. In particular, and without limiting the generality of the foregoing, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS LEASE OR THE EQUIPMENT.

5. **Repairs and Replacements.** The Lessee shall keep the Equipment in good condition, and shall make all necessary repairs.

6. **Insurance.** The Lessee shall insure the Equipment against burglary, theft, fire and vandalism in such limits and in such amounts as Lessor shall determine. Should the Equipment be damaged or destroyed, insurance proceeds, if any, shall be applied to repair or replace the equipment.

7. **Obligation to Purchase.** In the event 28101 Ecorse Rd LLC closes on its purchase of the real estate located at 28101 Ecorse Rd pursuant to a real estate purchase agreement of this date, the Lessee shall and must purchase the Equipment, for Two Hundred Thousand and no/100 Dollars (\$200,000.00), less a credit for all rental payments made pursuant to this Equipment Lease and all rental payments made pursuant to a Sublease of this date between the parties. This purchase must be exercised and consummated upon closing of 28101 Ecorse Rd LLC's purchase of the real property described in paragraph 2.

8. **Return.** At the end of the term of this Lease, if the Lessee has not purchased the Equipment pursuant to paragraph 7 above, the Lessee shall return the Equipment at the Lessee's own expense to the Lessor at 28101 Ecorse Rd., Romulus, Michigan 49315, in as good condition as when received, reasonable wear and tear excepted.

9. **Breach; Failure to Return Equipment.** Upon default in the payment of any installment of rent, or upon default of any other condition of this Lease by the Lessee, or if during the term of this Lease bankruptcy or insolvency proceedings are commenced by or against the Lessee, or if a receiver is appointed for the business of the Lessee, or if the Lessee discontinues the operations of Lessee's business, the Lessor shall have the right without notice or demand to terminate this Lease and such breach shall also constitute a breach by Lessee under a Sublease Agreement of this date between the parties, and a breach by Buyer under the real estate purchase agreement described in paragraph 7. Similarly, a breach under either of such Agreements shall constitute a breach under this Agreement. Such termination shall not release the Lessee from the payment of damages sustained by the Lessor because of the breach. Upon termination of this Lease, or upon expiration of this Lease, the Lessor shall have the right to enter the Lessee's premises, or any other premises where the Equipment may be found, and take possession of and remove the Equipment without legal process. The Lessor shall not be prejudiced from pursuing any other remedies to which Lessor otherwise might be entitled on account of the breach of this Lease or the failure to return the Equipment.

10. **Encumbrances and Liens.** The Lessor warrants that Lessor is the lawful owner of the Equipment free and clear of encumbrances and liens, subject only to a security interest claimed by Huntington Bank, which will be terminated upon Lessee's purchase of the Equipment

pursuant to paragraph 7. The Lessor also agrees that the Lessee shall peaceably and quietly possess the Equipment during the term of this Lease.

11. **Assignment by Lessee.** Neither this Lease nor the Lessee’s rights under this Lease shall be assignable by the Lessee except with the Lessor’s prior written consent. If Lessee assigns this Lease with Lessor’s permission, the assignee shall perform this Lease. However, Lessee shall also remain liable for performance.

12. **Personal Property Taxes.** The Lessor shall pay all personal property taxes levied on the Equipment.

13. **Indemnification.** Lessee shall indemnify and hold Lessor harmless from any claim, injury, suit, damages, cause of action, attorney fees, expenses of any type, kind or nature arising from the Lessee’s use and operation of the Equipment by the Lessee, its agents, employees, assigns, vendors, independent contractors or any other person that is allowed access, use or exposure to the equipment by the Lessee. This provision shall apply to indemnify Lessor in the broadest form and scope to cover any and all conduct, culpability, state of mind or duty and care, including but not limited to any negligent act, omission or intentional conduct resulting in injury or harm to the Lessor, its agents, employees, assigns, vendors, independent contractors or any other person that is allowed access or exposure to the Equipment by the Lessee.

14. **UCC-1.** Lessee authorizes Lessor to file a financing statement (UCC-1) to evidence this Lease.

15. **Notices.** Any notice given or required pursuant to this Lease, including but not limited to the option to purchase described in paragraph 8 above, shall be made in writing and delivered in person, by overnight mail, or by registered or certified mail, return receipt requested, sent to the following addresses:

To Lessor: **Lindi Transport, LLC**
Lindi Truck Center, Inc.
28101 Ecorse Rd.
Romulus, Michigan 48174

To Lessee: **M&K Truck Center of Detroit LLC**
8800 Byron Commerce Drive
Byron Center, Michigan 49315

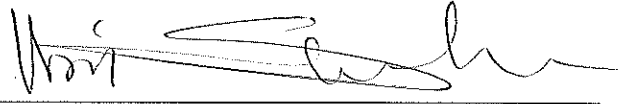
16. **Waiver of Jury Trial.** The parties acknowledge that the right to a jury trial is a constitutional one, but that it may be waived. Each party, after consulting (or having had the opportunity to consult) with counsel of their choice, knowingly and voluntarily, for their mutual benefit waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this agreement.

17. **Broker.** Lessor and Lessee represent to each other that neither party has 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 the parties agree to cross-indemnify one other in the event any claim for brokerage commission is made on account of either party in connection with the sale.

18. **Miscellaneous Terms.** This Lease and all matters arising hereunder shall be governed by the laws of the State of Michigan. This Lease is the joint product of the parties, and any ambiguity herein shall not be construed against the drafter, but rather the terms hereof shall be given a reasonable interpretation as if each party had in fact drafted the Lease. **The prevailing party in any dispute shall be entitled to actual reasonable attorney fees incurred by it as a result of the dispute.** Except as herein provided, this Lease contains the entire agreement between the parties with respect to the subject matter hereof; supersedes any prior or contemporaneous agreements between the parties, oral or written; and may be modified or amended only in writing executed by both parties. All representations, warranties, and agreements made by the parties pursuant to this Lease shall survive the consummation of the transactions contemplated by this Lease. If an action is instituted for breach of this Lease, or any of the agreements referred to herein, the substantially prevailing party shall be entitled to recover its costs of suit as well as reasonable attorney's fees in addition to any other relief. The rights and duties contained herein may not be assigned by either party without the prior written consent of the other party. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Lease (in counterparts or otherwise) by electronic transmission (such as PDF file exchange) or by facsimile shall be sufficient to bind the parties to the terms and conditions of this Lease.

LESSOR:

Lindi Transport, LLC

By: 

Ibri Shehu

Its: Sole Member

Lindi Truck Center, Inc.

By: 

Ibri Shehu

Its: President

LESSEE:

M&K Truck Center of Detroit, LLC

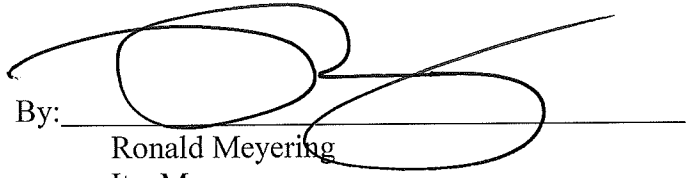
By: 
Ronald Meyering
Its: Manager

EXHIBIT A

Equipment

Alignment rack(s)

Air compressor(s)

Waste oil shop equipment, tank(s), and plumbing

Shop tools and equipment

located at or used in connection with the business located at 28101 Ecorse Rd., Romulus, MI 48174 as of Jan 20, 2017, the date of Lessee's inspection of such premises and equipment.

SUBLEASE

THIS SUBLEASE is executed January 20, 2017, effective January 29, 2017, between Lindi Transport, LLC and Lindi Truck Center, Inc., 28101 Ecorse Rd., Romulus, Michigan 48174 (individually and collectively the "Landlord") and M&K Truck Center of Detroit, LLC, 8800 Byron Commerce Drive, Byron Center, Michigan 49315 (the "Tenant").

Landlord presently leases from Edge Financial Group, Inc. all of the building and improvements situated at 28101 Ecorse Rd., Romulus, Michigan 48174 ("Premises"). The lease is an oral month-to-month lease. Landlord and Tenant desire to enter into a sublease of the Premises on the terms and conditions set forth herein.

Article 1 Premises

The Landlord hereby subleases to the Tenant, on the terms and conditions hereinafter set forth, the Premises.

Article 2 Term

The term of this Lease shall commence on January 29, 2017 and end upon the earlier of: (a) 28101 Ecorse Rd LLC's purchase of the Premises pursuant to a real estate purchase agreement of this date between Edge Financial Group, Inc., as Seller, and 28101 Ecorse Rd LLC, as buyer; or (b) 28101 Ecorse Rd LLC's exercise of its right to terminate such real estate purchase agreement (the "Term").

Article 3 Rent

3.1 The Tenant hereby agrees to pay Landlord rent during the Term at the rate of Ten Thousand Dollars (\$10,000) per month, beginning January 29, 2017, and continuing on the same day of each month thereafter until this Lease terminates.

3.2 All rent shall be paid to the Landlord at the address set forth above or at such other address as the Landlord may designate in writing.

3.3 All money and other charges payable by Tenant pursuant to the terms of this Lease, other than the rent identified in Section 3.1, are hereby designated "Additional Rent" to be paid in consideration of the demise represented by this Lease. Unless another time is expressly provided by this Lease, Additional Rent is due seven (7) days after invoice from Landlord. Tenant's obligation to pay any amounts representing Additional Rent which accrue prior to the termination of this Lease shall survive the termination of this Lease.

3.4 All payments due from Tenant under this Lease shall be paid by check, money order or cashier's check mailed to Landlord at the address specified on the first page of this Lease, or to such other person or persons or such other addresses as may be designated by Landlord.

Article 4
Use, Occupancy and Purpose

4.1 Tenant shall not use or allow the use of the Premises for any unlawful purpose, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable any insurance with respect thereto.

4.2 Tenant shall not commit any waste, damage or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

Article 5
Environmental Compliance

5.1 Tenant agrees that except as provided in Section 5.2, (i) the Premises shall be maintained free from contamination from any Hazardous Substances (hereinafter defined); (ii) the Premises shall not be used for the manufacture, storage, generation or disposal of any Hazardous Substance or of any biologically active material; (iii) Tenant shall not be, and shall not permit any assignee or subtenant to be, involved in operations at or near the Premises that could lead to the imposition on Landlord of liability, or the creation of a lien on the Premises, under any law relating to Hazardous Substances; (iv) Tenant shall not cause or permit to exist any discharge, spillage, loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any Hazardous Substance upon, under or within the Premises; and (v) Tenant shall not permit to exist any underground or above ground tanks for the storage of fuel oil, gasoline and/or other petroleum products or by-products.

5.2 Tenant shall, at its sole cost and expense at all times during the Term, comply in all respects with the Environmental Laws (as defined below) in its use and operation of the Premises, shall not use the Premises for the purpose of storing Hazardous Materials (as defined below) except in full compliance with the Environmental Laws and other applicable law, and shall not cause the release of any Hazardous Material. At its sole cost and expense, Tenant shall (i) immediately pay, when due, the cost of compliance with the Environmental Laws within the Premises, but not to remedy a violation that occurred prior to the commencement of the term (a "Pre-Existing Environmental Issue"), and (ii) keep the Premises free of any liens imposed pursuant to the Environmental Laws, but only to the extent such liens arise from Tenant's use and/or operation of the Premises. Tenant shall indemnify, save and hold Landlord harmless from and against any claim, liability, loss, damage or expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of any violation of the covenants of Tenant contained in this Section by Tenant, or out of any violation of the Environmental Laws by Tenant, its owners, employees, agents, contractors, customers, guests and invitees, which indemnity obligation shall survive the expiration or termination of this Lease. The provisions of this Section shall survive the expiration or termination of the Lease Term. Capitalized terms used in this Section and not otherwise defined herein shall have the following meanings:

“Hazardous Materials” means any of the following as defined by the Environmental Laws: solid wastes; medical or nuclear waste or materials; toxic or hazardous substances; natural gas; liquefied natural gas or synthetic fuel gas; wastes or contaminants (including, without limitation, polychlorinated biphenyls); paint containing lead; urea-formaldehyde foam insulation; asbestos (including, without limitation, fibers and friable asbestos); explosives, and discharges of sewage or effluent.

“Environmental Laws” means all requirements of environmental, ecological, health, or industrial hygiene laws or regulations or rules of common law related to the Premises, including all requirements imposed by any law, rule, order, or regulation of any federal, state, or local executive, legislative, judicial, regulatory, or administrative agency, board, or authority, which relate to (i) noise; (ii) population or protection of the air, surface water, ground water, or land; (iii) solid, gaseous, or liquid waste generation, treatment, storage, disposal, or transportation; (iv) exposure to Hazardous Materials; or (v) regulation of the manufacture, processing, distribution and commerce, use, or storage of Hazardous Materials.

“Permitted Hazardous Material” means any Hazardous Material which is necessary and commercially reasonable for the provision of any good or service relation to the Permitted Use as stated in Section 4.1. Tenant may store, generate and dispose of small quantities of Hazardous Substances at the Premises which are directly related to the use permitted by Section 4.1, provided, however, that such Hazardous Substances are at all times generated, handled, and temporarily stored on site and disposed of offsite only in strict compliance with all applicable Environmental Laws.

5.3 If Tenant receives any notice or otherwise obtains knowledge of (i) the happening of any material event involving the presence, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on or from the Premises or in connection with Tenant’s or Tenant’s representatives’, agents’ or subtenants’ use or operations thereon, or (ii) any complaint, order, citation or material notice with regard to air emissions, water discharges or any other environmental, health or safety matter (an “Environmental Complaint”) from any person (including without limitation the EPA), then Tenant shall immediately: (i) notify Landlord of such occurrence, (ii) fulfil any legally required reporting and notification obligations, (iii) take such steps as are appropriate to mitigate the release, (iv) obtain from reputable environmental consultants, and deliver to Landlord, three (3) detailed estimates of the cost of remedying such condition, and (v) begin appropriate remedial action and diligently pursue such remedial action to completion, all at Tenant’s sole cost and expense. Upon Landlord’s request, from time to time, Tenant shall provide Landlord with copies of material safety data sheets for all toxic and hazardous substances, materials or wastes stored, discharged, disposed of, released, treated or used by Tenant in, on or about the leased Premises, and provide Landlord with all filings made pursuant to the Emergency Planning and Right to Know Act.

5.4 Landlord shall have the right but not the obligation after providing Tenant with notice and a reasonable opportunity to cure, to enter onto the Premises or any area allocated to Tenant’s use or to take such other actions as Landlord deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any such Hazardous Substance or Environmental Complaint following receipt of any notice from any person or entity (including without limitation the EPA), asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other

action against Tenant or Tenant's representatives, agents or subtenants and/or which, in the sole opinion of Landlord, could impair the value of Landlord's interest in the Premises. All costs and expenses incurred by Landlord in the exercise of any such rights shall be deemed Additional Rent and payable by Tenant upon demand.

5.5 Notwithstanding the foregoing, nothing contain herein shall be construed to make Tenant responsible for contamination to the Premises or any area allocated to Tenant, if any, which occurred prior to the Term of this Lease.

5.6 The promises, covenants, warranties and indemnities of this Article V shall survive the termination of this Lease.

Article 6 Utilities and Real Property Taxes

6.1 Tenant shall pay the cost of all gas, electricity, light, trash, heat and power utilities consumed on the Premises during the Term and Landlord shall have no liability therefor. Charges for water and sewage shall be paid by Tenant. If billed to Landlord, Landlord shall furnish to Tenant copies of utility bills at the same time it delivers a statement to Tenant for its share of the charges, and Tenant shall pay the same as Additional Rent.

6.2 If the existing utility facilities are required to be modified or replaced for any reason as a result of Tenant's needs, or as a result of any decision by any utility company or authorized agency, governmental or otherwise, then Tenant shall pay the cost thereof and shall save Landlord harmless therefrom.

6.3 Landlord shall not be liable for any failure of water supply or electric current or any service by any utility, or for injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place, or for interference with light or other easements, however caused, except if due to the intentional acts of the Landlord.

6.4 As Additional Rent, Tenant shall pay Landlord an amount corresponding to 1/12 of the Summer 2016 and December 2016 real property taxes on the Premises, to compensate Landlord for Landlord's liability for 2017 real property taxes accruing prior to sale of the Premises. Such payment shall commence on January 29, 2017 and continue on the same day of each month thereafter until this Lease terminates.

Article 7 Fire Insurance and Destruction of Building

Tenant shall maintain policies of fire and extended coverage insurance on all buildings, structures and improvements that become a part of the Premises and all other property leased hereunder including in said insurance coverage, the building located at 28101 Ecorse Rd., Romulus, MI 48174.

Article 8
Restoration

8.1 If at any time during the Term, the Premises or any portion of the improvements are damaged or destroyed by fire or other casualty, Tenant shall have the election to terminate this Lease.

Article 9
Care of Premises and Alterations

9.1 The Tenant will keep the Premises and all buildings, structures, and improvements thereon, in good condition and shall promptly make all necessary repairs and replacements thereto. These repairs and replacements will be of a quality equal to or better than the original work and shall be completed, free and clear of all liens and encumbrances arising out of such work.

9.2 Tenant shall have the right to remove all trade fixtures (including but not limited to computer and networking equipment and wiring) installed by Tenant within a reasonable period of time following termination of the lease term.

9.3 Tenant shall maintain all portions of the Premises in a clean and orderly condition, free of dirt and rubbish.

9.4 Tenant will yield and deliver up the Premises at the expiration of the Term in as good condition as when taken, reasonable use and wear thereof excepted.

9.5 Tenant may make any repairs, alterations or improvements to the Premises that it may deem necessary, appropriate, or desirable, provided that it shall not make any structural changes without consent of Landlord. All such repairs, alterations or improvements shall be completed and maintained in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work. Except as otherwise provided in Section 9.2, any alterations made shall be surrendered with the Premises on expiration or termination of the Term, except that Landlord may elect within fifteen (15) days after expiration of the Term, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant at its cost shall restore the Premises to the condition designated by Landlord in its election, within fifteen (15) days after notice of election is given.

Article 10
Liability Insurance and Indemnity

10.1 Landlord shall not be liable for any damage to Tenant or Tenant's property from any cause except the intentional acts of Landlord, and Tenant waives all claims against Landlord for damage to person(s) or property arising for any reason other than such intentional acts.

10.2 Tenant shall, at its cost, obtain and keep in force an occurrence type policy or policies of commercial general liability, bodily injury/property damage insurance with respect to its operations in the Premises, with liability coverage limits of not less than One Million Dollars (\$1,000,000.00) per person and \$1,000,000.00 per occurrence, exclusive of defense costs, and without any provision for a deductible or self-insured retention. Tenant shall furnish Landlord with

certificates or other evidence listing the Landlord as an additional insured and, providing that Landlord shall be notified in writing at least thirty (30) days prior to cancellation of, any material change in or renewal of the policy.

10.3 Tenant shall at all times during the term of this Lease, maintain in force on all of its trade fixtures, equipment, merchandise and other contents in the Premises a policy or policies of insurance against damage by fire and those risks covered by “extended coverage”.

10.4 Tenant agrees to indemnify, defend and save Landlord harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises from any cause whatsoever, except due to the intentional act of Landlord.

10.5 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance.

10.6 If Tenant fails to provide any of the insurance or subsequently fails to maintain the insurance in accordance with the requirements of this Lease, Landlord may, but is not required to, procure or renew such insurance to protect its own interests only, and any amounts paid by Landlord for such insurance will be Additional Rent. Landlord and Tenant agree that any insurance acquired by Landlord shall not cover any interest or liability of Tenant.

10.7 Tenant covenants to indemnify Landlord and/or its agents, and save it harmless from and against any and all claims, actions, damages, liability and expense, including actual attorney’s fees, in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises or the occupancy or use by Tenant of the Premises or any part thereof, or arising from or out of Tenant’s failure to comply with this Lease, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, customers or licensees. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant relating to a matter indemnified by Tenant, then Tenant shall protect and hold it harmless and shall pay all costs, expenses and actual attorneys’ fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and actual attorneys’ fees that may be incurred in enforcing the Tenant’s covenants and agreements in this Lease.

10.8 Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

Article 11
Compliance with Statutes, Etc.

Tenant agrees that it will comply with all statutes, police, sanitary, building, fire and environmental rules, regulations, and instructions, and municipal ordinances, relating to or affecting the use of the Premises; and agrees to reimburse Landlord for any damages or penalties suffered because of Tenant's non-compliance with any such rules, regulations, instructions, ordinances or statutes. Provided, however, that Tenant shall have no responsibility for matters which may arise as the result of hazardous materials or conditions affecting the Premises, which accrued prior to the date of execution of this Lease.

Article 12
Assignment and Sub-Letting

12.1 Tenant shall not assign, transfer or sub-let the Premises, or any part thereof, or any interest hereunder, without first obtaining the written consent of the Landlord, which consent shall not be unreasonably withheld.

Article 13
Default

13.1 A breach of a Real Estate Purchase Agreement of this date between Edge Financial Group Inc., as Seller, and 28101 Ecorse Rd, LLC, as Buyer, of the Premises shall constitute a default hereunder. A breach of an Equipment Lease Agreement of this date between Lindi Truck Center, Inc., Lindi Transport, LLC, and M & K Truck Center of Detroit, LLC shall constitute a default hereunder. In the event of any default under such Agreements or by the Tenant in the payment of any rent provided for herein on the day it becomes due and payable, and if such default continues for a period of seven (7) days after written notice thereof from the Landlord, or if default shall be made or suffered by the Tenant in any of the other covenants and conditions of this Lease required to be kept or performed by Tenant (other than payment of rent), and, if Tenant fails to cure such default or defaults within thirty (30) days after written notice thereof given by Landlord to Tenant, specifying the default or defaults complained of; or upon the occurrence of any of the following (hereinafter referred to as an "Event of Bankruptcy"):

(a) Tenant's becoming insolvent, as that term is defined in Title 11 of the United States Code, entitled Bankruptcy, 11 U.S.C. §101 et seq. (the "Bankruptcy Code"), or under the insolvency laws of any State, District, Commonwealth or Territory of the United States (the "Insolvency Laws");

(b) The appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets, or the institution of a foreclosure action upon or a substantial portion of Tenant's real or personal property;

(c) The filing of a voluntary petition under the provisions of the Bankruptcy Code or insolvency laws;

(d) The filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or insolvency laws, which is either not dismissed within ninety (90) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or

(e) Tenant's making or consenting to an assignment for the benefit of creditors, or a common law composition of creditors, or if the Tenant's leasehold interest herein shall be levied on execution;

then the Landlord may, in addition to any other remedy, re-enter into and repossess the Premises and all other property leased hereunder and remove the Tenant and every other occupant, and may re-let the Premises or any part thereof for any term, either shorter, longer, or the same, at a higher, lower, or the same rental, making such alterations as may be necessary, without working a termination of this Lease; provided, however, that Landlord, at its option, may in any of such events terminate this Lease effective on the date specified in written notice from Landlord to Tenant.

Article 14 Compliance with Primary Lease

13.2 Landlord agrees to fully comply with the terms of its primary lease with Edge Financial Group, Inc. and provide Tenant with copies of all notices received from Edge Financial Group, Inc. relating to the primary lease, within 24 hours of Landlord's receipt. Landlord further agrees to indemnify and hold Tenant harmless from any loss, cost, damage, or expense (including reasonable attorneys fees) arising from or related to Landlord's failure to comply with the terms of its primary lease with Edge Financial Group, Inc.

Article 14 Surrender

Upon the termination of this Lease, Tenant shall quit and surrender all property leased hereunder and the Premises, broom clean, to Landlord without delay and in good order, condition and repair, ordinary wear and tear excepted, free and clear of all lettings and occupancies, and free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, without any payment therefor by Landlord.

Article 15 Eminent Domain

15.1 If all or any part of the Premises shall be taken by any governmental authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any reward or payment to which Tenant may become entitled as a result thereof, **provided, however**, that the Tenant shall be entitled to receive from such governmental authority compensation for its fixtures and personal property so taken and for moving or relocation costs.

15.2 In the event that only a part of the Premises are so taken, and the part not taken cannot be completed as an architectural unit for the use described in paragraph 4.1 hereof, this Lease shall terminate effective on the date of the taking.

15.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in paragraph 4.1 hereof, the Landlord shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises; and there shall be an abatement of the monthly rent hereinabove provided for in an amount equal to the percentage of the building so taken.

Article 16 Notices

All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or upon receipt if sent by certified mail, postage prepaid, or any reputable overnight courier service, or by telecopy with return confirmation, and addressed as set forth below:

If to Landlord: **Lindi Transport, LLC**
 Lindi Truck Center, Inc.
 28101 Ecorse Rd.
 Romulus, Michigan 48174

If to Tenant: **M&K Truck Center of Detroit, LLC**
 8800 Byron Commerce Drive
 Byron Center, Michigan 49315

Any party may change the address to which notices to such party are to be addressed by giving the other party notice in the manner herein set forth.

Article 17 Curing of Defaults

17.1 If either party shall, at any time, fail to make any payment or perform any act on its part to be made or performed hereunder, then the other party, without notice, and without waiving or releasing obligations contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefor.

17.2 All sums to be paid and all costs and expenses incurred in connection with the performance of any such act, together with any consequential damages may suffer by reason of the failure to make any such payment or perform such act, and counsel fees incurred in connection therewith, or in enforcing its rights hereunder, shall be paid on demand.

Article 18
Liens

Tenant will not create nor permit to be created or to remain, and will promptly discharge of record or bond, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord.

Article 19
Estoppel Certificates

19.1 Tenant, within ten (10) days after written request (at any time or times) by Landlord, will execute and deliver to Landlord an estoppel certificate proposed by Landlord identifying the Commencement Date and expiration date of this Lease and state that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. The certificate also will confirm the amount of monthly installments of minimum net rent payable hereunder and additional rent as of the date of the certificate, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, the occurrence of the proposed certificate will be deemed conclusively confirmed.

Article 20
Quiet Enjoyment

Landlord agrees that all times when Tenant is not in default under the provisions and during the continuation of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

Article 21
Holding Over

If Tenant remains in possession of the Premises after the expiration of this Lease, Tenant will be deemed to be occupying the Premises as a tenant at will, subject to all the provisions of this Lease to the extent that they can be applicable to a tenancy at will, and the net rent for each week or fraction thereof that Tenant remains in possession will be the regular monthly rental otherwise payable hereunder.

Article 22
General

22.1 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender shall be considered interchangeable with pronouns of other genders. The word "term" shall mean and include the initial Term of the Lease as well as the Extension Term.

22.2 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

22.3 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

22.4 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

22.5 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

22.6 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

22.7 Time is of the essence in all respects under this Lease.

22.8 Tenant shall be responsible for and shall pay before delinquency all municipal, county, state and federal taxes assessed during the Term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant.

22.9 Tenant shall give immediate notice to the Landlord in case of fire or accidents in the Leased Premises or in the building of which the premises are a part of or defects therein or in any fixtures or equipment.

22.10 This lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease, excepting only reasonable rules and regulations as determined by Landlord from time to time shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

22.11 Tenant represents and warrants unto the Landlord that there are no claims for brokerage commission or finder's fees in connection with this Lease, and Tenant agrees to indemnify Landlord and hold it harmless from all liabilities arising from any such claim arising from an alleged agreement or act by the indemnifying party (including, without limitation, the cost of counsel fees in connection therewith); such agreement to survive the termination of this Lease.

22.12 Tenant shall not record this Lease or a Memorandum of Lease without the written consent of Landlord.

Article 23
Access to Premises

Upon execution of this Agreement, Tenant shall have access to the Premises during normal business hours to install trade fixtures (including but not limited to computer hardware and wiring) provided such activities do not interfere with Landlord's business operations.

Article 24
Landlord's Customer's Property

Tenant shall have no obligation to safeguard or take any responsibility for the possession of Landlord's customer's personal property. Tenant's possession of the Premises shall not constitute possession or control over any of Landlord's customer's personal property. Landlord hereby indemnifies and holds Tenant harmless from any loss, cost, damage, or expense (including Attorneys' fees) arising from or related to claims made against Tenant relating to any of Landlord's customer's personal property.

Article 25
Attorney's Fees and Jury Trial Waiver

25.1 The prevailing party in any dispute shall be entitled to actual reasonable attorney's fees incurred by it as a result of the dispute.

25.2 **The parties acknowledge that the right to a jury trial is a constitutional one, but that it may be waived. Each party, after consulting (or having the opportunity to consult) with counsel of their choice, knowingly and voluntarily, and for their mutual benefit, waives any right to trial by jury in the event of litigation regarding the performance or enforcement of, or in any way related to, this agreement.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Landlord:

Lindi Transport, LLC

By: 

Ibri Shehu

Its: Sole Member

Lindi Truck Center, Inc.

By: 

Ibri Shehu

Its: President

EXHIBIT A
DESCRIPTION OF LEASED PREMISES

The land situated in the City of Romulus, County of Wayne, State of Michigan, and described as follows:

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 12, Town 3 South, Range 9 East, being described as follows: Beginning at a point on the South line of Ecorse Road distant North 89 degrees 20 minutes 56 seconds West, 1,586.80 feet along the North line of Section 12 and South 00 degrees 50 minutes 53 seconds West 100.00 feet from the Northeast corner of Section 12 (???) feet to the South line of Ecorse Road and the point of beginning; thence proceeding South 00 degrees 50 minutes 53 seconds West 500.00 feet; thence North 89 degrees 20 minutes 56 seconds West 200 feet; thence North 00 degrees 50 minutes 53 seconds East 500.00 feet; thence along said South line of Ecorse Road South 89 degrees 20 minutes 56 seconds East 200.00 feet to the point of beginning.

Tenant:

M&K Truck Center of Detroit, LLC

By: _____

Ronald Meyering
Its: Manager

Edge Financial Group, Inc. hereby consents to the sublease described above and agrees to provide M&K Truck Center of Detroit, LLC with all notices sent by Edge Financial Group, Inc. to Lindi Transport, LLC and/or Lindi Truck Center, Inc. relating to Edge Financial Group, Inc.'s primary lease of the Premises, such notice(s) to be sent to M&K Truck Center of Detroit, LLC contemporaneous with the notice(s) sent to Lindi Transport, LLC and/or Lindi Truck Center, Inc. Edge Financial Group, Inc. agrees to accept payments from M&K Truck Center of Detroit, LLC to cure a monetary default by Lindi Truck Center, Inc. and/or Lindi Transport, LLC under the primary Lease.

Edge Financial Group, Inc.,
Debtor-in-Possession

By: _____

Ibri Shehu
Its: President

Dated: January __, 2017

Tenant:

M&K Truck Center of Detroit, LLC

By: _____

Ronald Meyering

Its: Manager

Edge Financial Group, Inc. hereby consents to the sublease described above and agrees to provide M&K Truck Center of Detroit, LLC with all notices sent by Edge Financial Group, Inc. to Lindi Transport, LLC and/or Lindi Truck Center, Inc. relating to Edge Financial Group, Inc.'s primary lease of the Premises, such notice(s) to be sent to M&K Truck Center of Detroit, LLC contemporaneous with the notice(s) sent to Lindi Transport, LLC and/or Lindi Truck Center, Inc. Edge Financial Group, Inc. agrees to accept payments from M&K Truck Center of Detroit, LLC to cure a monetary default by Lindi Truck Center, Inc. and/or Lindi Transport, LLC under the primary Lease.

Edge Financial Group, Inc.,
Debtor-in-Possession

By: _____

Ibri Shehu

Its: President

Dated: January 20, 2017

VALUATION REPORT

LINDI TRANSPORT
28101 Ecorse Road
Romulus, Wayne County, Michigan 48174
CBRE File No. 15-156DT-0824
Client Reference No. 200650

Martha McMullen
Functional Coordinator
THE HUNTINGTON NATIONAL BANK
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U.S. Small Business Administration (SBA)
Certified Development Corporation (CDC)



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August 26, 2015

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41 South High Street
Columbus, Ohio 43215

**U.S. SMALL BUSINESS ADMINISTRATION (SBA)
CERTIFIED DEVELOPMENT CORPORATION (CDC)**

RE: Appraisal of the Proposed Lindi Transport Facility
28101 Ecorse Road
Romulus, Wayne County, Michigan
CBRE File No 15-156DT-0824
Client Reference No 200650

Dear Ms. Martha McMullen:

At your request and authorization, CBRE, Inc. has prepared an estimate of the market value of the referenced property. Our analysis is presented in the following appraisal report.

The subject is a proposed 14,000-square-foot industrial facility situated on a 2.296-acre site located at 28101 Ecorse Road in Romulus, Wayne County, Michigan. The improvements are slated to cost \$1,293,161 and are anticipated to be completed by April 12, 2016.

The subject is in the planning stages and is not completed. Therefore, we have estimated the "as is" value of the land and the "as complete" value upon completion of the proposed improvements anticipated by April 12, 2016. The subject is more fully described, legally and physically, within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter.

Based on the analysis contained in the following report, the market value of the subject is concluded as follows:

MARKET VALUE CONCLUSION			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
As Is - Land Value	Fee Simple Estate	August 12, 2015	\$82,000
As Complete	Fee Simple Estate	April 12, 2016	\$1,060,000

Compiled by CBRE

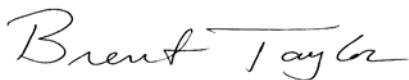
The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. It also conforms to Title XI Regulations the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA) updated in 1994 and further updated by the Interagency Appraisal and Evaluation Guidelines promulgated in 2010 as well as The Huntington National Bank appraisal standards.

The intended use and user of our report is specifically named in our report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user of the report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and CBRE will not be responsible for unauthorized use of the report, its conclusions or contents used partially or in its entirety.

It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if CBRE can be of further service, please contact us.

Respectfully submitted,

CBRE - VALUATION & ADVISORY SERVICES



Brent Taylor
Senior Appraiser
Certified General Appraiser – State of Michigan
License No. 1201008333
Expires 07/31/2017
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Marshall A. Brulez, MAI, MRICS
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CERTIFICATION OF THE APPRAISAL

We certify to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
4. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
5. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
7. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the State of Michigan.
8. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. As of the date of this report, Marshall A. Brulez, MAI, MRICS has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.
11. As of the date of this report, Brent Taylor has completed the Standards and Ethics Education Requirements for a Candidate for Designation of the Appraisal Institute.
12. Brent Taylor has and Marshall A. Brulez, MAI, MRICS has not made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the persons signing this report. Stephen Coulter, MAI provided internal review services.
14. Valuation & Advisory Services operates as an independent economic entity within CBRE. Although employees of other CBRE divisions may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy were maintained at all times with regard to this assignment without conflict of interest.
15. Brent Taylor and Marshall A. Brulez, MAI, MRICS have provided appraisal services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment (8/2014).
16. In Michigan, appraisers are required to be licensed/certified and are regulated by the Michigan Department of Licensing and Regulatory Affairs, PO Box 30018 Lansing, Michigan 48909.



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