

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

In the Matter of:

EDGE FINANCIAL GROUP, INC.

Debtor in Possession.

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Chapter 11

Case No. 16-55249

Hon. Phillip Shefferly

**DEBTORS' COMBINED DISCLOSURE STATEMENT AND  
PLAN OF LIQUIDATION**

**IMPORTANT! THIS DISCLOSURE STATEMENT CONTAINS INFORMATION THAT MAY  
BEAR UPON YOUR DECISION TO ACCEPT OR REJECT THE DEBTOR'S PROPOSED  
PLAN. PLEASE READ THIS DOCUMENT WITH CARE.**

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## **I. PLAN OF LIQUIDATION**

Debtor, propose(s) the following Plan(s) of Liquidation (the “Plan”) pursuant to §§1121 and 1123 of the Bankruptcy Code.

### **ARTICLE I**

#### **DEFINITIONS**

As used in this Plan, the following terms shall have the meanings specified below, unless the context requires otherwise:

1.1 **“Administrative Claim”** means costs and expenses of administration of the relevant Chapter 11 case allowed under §§503(b) and 507(a) of the Bankruptcy Code and the fees of the United States Trustee under 28 U.S.C. §1430(a)(6).

1.2 **“Administrative Creditor”** shall mean any Creditor who asserts an Administrative Claim.

1.3 **“Allowed Claim”** or **“Allowed Interest”** means a Claim against or Interest in the relevant Debtor to the extent that:

A. A Proof of Claim or Interest was:

1. Timely filed;
2. Deemed filed pursuant to §1111(a) of the Code; or
3. Filed late with leave of the Bankruptcy Court after notice and an opportunity for hearing given to Debtor, and counsel for Debtor; and

B. The Claim is not a Contested Claim or a Contested Interest, or

C. The Claim is allowed (and only to the extent allowed) by a Final Order of the Bankruptcy Court.

1.4 **“Avoidance Actions”** means all claims granted the debtor-in-possession or a trustee under §§ 544-553 of the Code.

1.5. **“Ballot”** shall mean the official Bankruptcy Form or a document prepared to substantially conform to same being sent to all creditors and parties-in-interest entitled to vote for or against the Plan.

1.6 **“Bankruptcy Code”** or **“Code”** means the Bankruptcy Reform Act of 1978, as amended (11 U.S.C. §§101, et seq.), also known as the United States Bankruptcy Code.

1.7 **“Bankruptcy Court”** means the United States Bankruptcy Court for the Eastern District of Michigan, Southern Division, and any court having jurisdiction over any appeals.

1.8 **“Bankruptcy Rules”** or **“Rules”** means the Federal Rules of Bankruptcy Procedure, and any amendments thereto. To the extent applicable, Bankruptcy Rules also refers to the Local Rules of the U.S. District Court for the Eastern District of Michigan, as amended and the Local Bankruptcy Rules for the Eastern District of Michigan, as amended.

1.9 **“Business Day”** means any day, other than a Saturday, Sunday or “Legal Holiday,” as that term is defined in Bankruptcy Rule 9006(a).

1.10 **“Case”** means the relevant above-captioned case currently pending before the Bankruptcy Court.

1.11 **“Claim”** means any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, Contested, disputed, undisputed, legal, equitable, secured or unsecured, or any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

1.12 **“Class”** means a class of holders of Claims or Interests described in Article III of this Plan.

1.13 **“Confirmation Date”** means the date upon which the Bankruptcy Court shall enter the Confirmation Order in accordance with the provisions of Chapter 11 of the Bankruptcy Code.

1.14 **“Confirmation Hearing”** means the hearing conducted by the Bankruptcy Court to consider the confirmation of the Plan filed by Proponent.

1.15 **“Confirmation Order”** means the order entered confirming this Plan by the Bankruptcy Court pursuant to §1129 of the Code.

1.16 **“Contested Claim”** means any Claim as to which the relevant Debtor or any other party in interest has interposed an objection or commenced an adversary proceeding in accordance with the Bankruptcy Code, Bankruptcy Rules and this Plan, which objection has not been determined by a Final Order.

1.17 **“Creditor”** means any holder of a Claim against the relevant Debtor.

1.18 **“Debtor”** means the relevant above-captioned chapter 11 debtor.

1.19 **“Effective Date”** means the 11th calendar day after the Confirmation Order becomes a Final Order.

1.20 **“Final Order”** means an Order of the Bankruptcy Court as to which (i) the time for appeal has expired and no appeal has been timely taken; or (ii) any timely appeal has been finally determined or dismissed.

1.21 **“Impaired”** means a Claim treated under this Plan, unless the Plan:

(a) leaves unaltered the legal, equitable, and contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest; or

(b) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default—

(1) cures any such default (other than defaults relating to (i) any penalty interest rate or provision arising from a non-monetary default by the Debtor; (ii) the solvency or financial condition of the Debtor or (iii) the commencement of this Case) that occurred before or after the commencement of the Case;

(2) reinstates the maturity of such Claim or Interest as such maturity existed before such default;

(3) compensates the holder of such Claim or Interest for any damages incurred as a result of any reasonable reliance on such contractual provision or such applicable law; and

(4) does not otherwise alter the legal, equitable or contractual rights to which such Claim or Interest entitles its holder.

1.22 **“Insider”** shall mean a current or former director, shareholder, officer, partner, person in control, relative of a director, officer, partner or person in control of the relevant Debtor or a corporation or entity in which an Insider (as defined above) of the Debtor is an Insider.

1.22.1 **“Interest Holder”** means the stockholders of the relevant Debtor as of the Petition Date.

1.23 **“Interest”** means an equity interest in the relevant Debtor as defined in §101 of the Code.

1.24 **“Interest Rate”** means, unless specified, (a) with respect to Claims entitled to interest under §506 of the Bankruptcy Code and this Plan and having an applicable contractual rate of interest, the lowest rate of interest provided in such contract, without regard to any default by Debtor, (b) with respect to all other Claims entitled to interest under the Bankruptcy Code and this Plan, 5% per annum, or (c) with respect to (a) or (b) such other interest rate as may be determined by a Final Order of the Bankruptcy Court.

1.25 **“IRS”** means the Internal Revenue Service, an agency of the United States of America, and its representatives, affiliated agencies and assignees.

1.26 **“Lien”** means a charge against, or an interest in property to secure payment of a debt or performance of an obligation.

1.27 **“New Value”** means such money or money’s worth that has been paid or contributed by the Interest Holders for the new stock of the Debtor.

1.28 **“Petition Date”** means the date Debtor filed the Voluntary Petition commencing the Case under Chapter 11 of the Bankruptcy Code.

1.29 **“Plan”** means this Plan of Reorganization, as it may be altered, amended or modified from time to time.

1.30 **“Priority Claim”** means a Claim under or entitled to priority under Code §507(a) of the Code.

1.31 **“Priority Creditor”** means a Creditor who asserts a Priority Claim.

1.32 **“Professional Fees”** means the fees and reimbursement for disbursements owed to attorneys, accountants, or other professionals whose employment has been approved by the Bankruptcy Court.

1.33 **omitted**

1.34 **“Secured Claim”** means a Claim secured by a Lien on property in which the estate has an interest but only to the extent of the value of the Creditor’s interest in the estate’s interest in the property as of the Petition Date.

1.35 **“State of Michigan”** means the Michigan Department of Treasury, Michigan Unemployment Agency or any other governmental agencies of the State of Michigan.

1.36 **“Unsecured Claim”** means a Claim that is not a Secured Claim, an Administrative Claim nor a Priority Claim.

1.37 **“Unsecured Creditor”** shall mean any Creditor that holds an Unsecured Claim.

## ARTICLE II

### **TREATMENT OF CLAIMANTS NOT SUBJECT TO CLASSIFICATION OR OTHERWISE NOT REQUIRED TO VOTE FOR OR AGAINST THE PLAN**

For the purposes of approval and implementation of this Plan, Administrative Creditors and Priority Creditors shall be paid on account of their respective Administrative and Priority Claims in accordance with the provisions set forth below:

2.1 **GROUP I.** The Claims of Group I shall consist of all Administrative Expenses, except the claims of taxing authorities that are secured and that qualify as Administrative Expenses. The Allowed Claims of this Group shall be paid the full amount of their Claims on such date as may be mutually agreed upon between Debtor and the particular claimant, or, if no such date is agreed upon, the latest of (i) the Effective Date, (ii) the date by which payment would be due in the ordinary course of business between Debtor and such Administrative Creditor, or (iii) the date on which the Bankruptcy Court enters its order, if necessary, approving Debtor's payment of such expenses. Any administrative expenses shall be paid after all secured claims have been paid, other than as indicated below. Debtor believes that the only administrative expenses are amounts owed to Debtor's counsel, Robert Bassel, in the approximate amount of \$25,000 (which shall first be paid out of the retainer currently held by Robert Bassel), and postpetition taxes in the amount of no less than \$6,000. The amounts owed to the United States Trustee shall be paid out of the property of the estate on the Effective Date, if not previously paid at closing on the contemplated sale. Postpetition taxes shall be paid at Closing.

2.2 **GROUP II.** The Claims of Group II shall consist of all other Priority Creditors entitled to receive priority for their Allowed Claim under §507(a)(8) of the Bankruptcy Code. Debtor does not believe that there are any such entities.

**GROUP III.** The Claims of Group III shall consist of all other Priority Creditors entitled to receive priority for their Allowed Claim under §507(a) of the Bankruptcy Code or otherwise. These

claims shall be paid to the extent of available funds after the payment of secured claims, and then after the payment of administrative expenses, and then contemporaneously with the payment of Group II claims. Debtor does not believe there are any such entities.

### ARTICLE III

#### **SPECIFICATION OF TREATMENT OF CLASSES OF CLAIMS OR INTERESTS NOT IMPAIRED UNDER PLAN AND THOSE IMPAIRED UNDER THE PLAN AND GROUPS SET FORTH ABOVE**

The Plan divides Claims and Interests into classes and treats them as follows, all of which are impaired unless noted:

<b>Claimant</b>	<b>Treatment for Claims in this class</b>
Class of City of Romulus Property Taxes	The City of Romulus is owed approximately \$3,000. This claim shall be at Closing. This class is unimpaired.
Class Wayne County Treasurer	Wayne County Treasurer is owed approximately \$3,534. This claim shall be paid at Closing. This class is unimpaired.
Class Equity	This class shall retain its equity interest, and receive whatever funds remain after all allowed claims and administrative expenses have been paid. This interest is unimpaired in the sense that it retains its equity interest.
Class The Huntington National Bank	The Huntington National Bank is owed approximately \$1,000,000, and shall be paid at Closing. This class is unimpaired.
Class Ajax Materials Corporation	Ajax is owed \$65,283.99, and shall be paid at closing. These amounts relate to construction on the Debtor's real estate.
Class Construction Enterprises And Development, Inc. ("CED")	CED avers that it is owed approximately \$348,000, upon information and belief. Debtor has disputed this amount. Debtor shall escrow this amount, plus an additional \$50,000 for potential legal fees, from the sale proceeds at Closing. These monies shall not be distributed absent a final Bankruptcy Court Order, and shall be escrowed at Debtor's counsel's client trust account. This class is impaired. CED's lien rights, if any, shall be preserved.
Class of general unsecured claims	This class, which appears to be made up of Underwood Nursery's claim of \$1,723.96 which shall be paid after all other allowed claims have been paid. This class is

		impaired.
Class Communications	Advantage	This class is made up of the secured claim of Advantage Communications which is owed \$3,517 and which shall be paid over 10 months at \$350 per month, with the final payment being \$367. Advantage's lien shall be preserved.
Class Al's Asphalt Paving Co.		This class of Al's Asphalt Paving Co., has asserted that it is owed \$119,000, upon information and belief. Debtor shall escrow this amount, plus an additional \$10,000 for potential legal fees, from the sale proceeds at Closing. These monies shall not be distributed absent a final Bankruptcy Court Order, and shall be escrowed at Debtor's counsel's client trust account. This class is impaired. Al's lien rights shall be preserved.

**ARTICLE IV**  
**EXECUTION AND IMPLEMENTATION OF THE PLAN**

4.1 **Funding of the Plan:** Debtor(s) reasonably believes that its sale of assets will generate sufficient funds to satisfy its obligations under the Plan. Other sources of cash may be explored and utilized by the Debtor to the extent that such cash infusions are necessary to meet the obligations of the Plan.

4.2 **Avoidance Actions:** On the Confirmation Date, the Avoidance Actions of the Debtor shall be extinguished. It does not appear, however, that any such Avoidance Actions exist.

4.3 **Pre-payment:** The Debtor may, but shall not be obligated to, pre-pay any of the claims at any time in its sole, absolute and unfettered discretion. If the Debtor elects to pre-pay any obligation, it shall not incur any pre-payment penalty, any such pre-payment penalty contained in any pre-petition contract, agreement or document shall not apply.

4.4 omitted

4.5 **Change of Address:** In order to ensure that it receives its distribution, each Creditor holding a Claim must advise the relevant Debtor of any change in address. Absent any such notification, the Debtor will send payments to the address listed on the Matrix on file with the Bankruptcy Court. If the Debtor does not receive notice of any change of address, it shall be under no obligation to pay the amounts due under the Plan.

4.6 **Sale of Assets:** Debtor has filed the attached motion to sell substantially all of its 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”). The sale is contemplated to be free and clear of all liens, claims and interests. The Sale Motion is incorporated by reference, and any Order granting the Sale Motion shall survive confirmation of Debtor’s plan.

## **ARTICLE V**

### **EFFECT OF CONFIRMATION**

5.1 Confirmation shall act as a merger and relinquishment of any and all Claims that Creditors have or may have against the Debtor as provided in the treatment of the Creditors and the entities listed in Articles II and III.

## **ARTICLE VI**

### **MODIFICATION OF THE PLAN**

6.1 Debtor may, from time to time, propose amendments or modifications of this Plan prior to its confirmation, without leave of the Court. After confirmation, the Debtor may, with leave of the Bankruptcy Court, and upon notice and opportunity for hearing to the affected Creditor(s) and any committee appointed by the Office of the U.S. Trustee only, remedy any defect or omission, reconcile any inconsistencies in the Plan or in the Order of Confirmation or otherwise modify the Plan.

6.2 If the Bankruptcy Court determines that the modification affects all the Creditors, or if the Debtor proposes a material modification affecting all Creditors, then such modification shall be governed by §1127 of the Bankruptcy Code and the Plan.

## **ARTICLE VII**

### **JURISDICTION OF THE COURT**

This Court shall retain jurisdiction in this matter until the Plan has been fully consummated including, but not limited to, the following reasons and purposes:

A. The classification of the Claim of any Creditor and the re-examination of Claims which have been allowed for purposes of voting, and the determination of such objections as may be filed to Claims of Creditors. The failure by the Debtor to object to, or to examine any Claim for the

purposes of voting, shall not be deemed to be a waiver of any right to object to, or reexamine the Claim in whole or in part.

B. The determination of all questions and disputes regarding title to the assets of the estate or Debtor, and all causes of action, controversies, disputes, or conflicts, whether or not subject to action pending as of the Confirmation Date, between the Debtor or any other party. This shall include, but not be limited to, any cause of action, avoiding power or right of the Debtor to recover assets pursuant to the provisions of the Bankruptcy Code, including, without limitation, Avoidance Actions and claims initiated under §§506 and 510 of the Bankruptcy Code.

C. The correction of any defect, the curing of any omission or the reconciliation of any inconsistency in this Plan or the Order of Confirmation as may be necessary to carry out the purposes and intent of this Plan.

D. The modification of this Plan after confirmation pursuant to the Bankruptcy Rules and the Bankruptcy Code and as provided as in the Plan.

E. The enforcement and interpretation of the terms and conditions of this Plan and the entry of orders in support of confirmation of this Plan.

F. The entry of any order, including injunctions, necessary to enforce the title, rights, and powers of Debtor, the Debtor or any party-in-interest, and to impose such limitations, restrictions, terms and conditions of such title, rights and powers as this Court may deem necessary, including without limitation, injunctions to enforce releases or forbearance in favor of guarantors, which would assist the Debtor to accomplish its obligations under the Plan.

G. The review and approval of all professional fee applications for services rendered prior to the Confirmation Date and the review of any professional fees for services rendered in connection with the Plan after the Confirmation Date, to the extent that the Debtor dispute all or a portion thereof.

H. The entry of an order concluding and terminating this Case.

## **ARTICLE VIII**

### **TITLE TO PROPERTY**

8.1 All assets of the Debtor will be sold pursuant to the 363 motion, or shall be distributed pursuant to this chapter 11 plan.

## **ARTICLE IX**

### **UNITED STATES TRUSTEE FEES**

9.1 The Debtor shall continue to pay to the United States Trustee the appropriate sums required pursuant to 28 U.S.C. §1930(a)(6) until such time as the Chapter 11 Case is closed by the Court.

## **ARTICLE X**

### **EXECUTORY CONTRACTS**

10.1 Unless addressed in Article III of this Plan or otherwise assumed or rejected by Final Order of the Bankruptcy Court, all executory contracts of the Debtor either (i) not expressly rejected or (ii) which are not within thirty (30) days after the Confirmation Date the subject of pending applications to reject and disaffirm, shall be deemed rejected. Within thirty (30) days after the Confirmation Date, the Debtor shall be allowed to file a Notice of Rejection of Executory Contract (the "Notice") with the Bankruptcy Court and the executory contract which is the subject thereof shall thereupon be rejected. In connection with any executory contracts that are assumed, absent a provision to the contrary, the Debtor shall be permitted to pay Claims arising from executory contracts that existed as of the Petition Date in 36 equal, monthly installments beginning one month after the Effective Date. It is contemplated that there will be no assumed contracts.

10.2 Any Creditor who has a Claim as a result of such rejection shall have thirty (30) days after receipt of the Notice to file a Proof of Claim, failing which such Claim shall be disallowed in its entirety. The Notice shall contain a provision informing any potential creditor of this requirement and shall be served on such potential creditor(s).

## **ARTICLE XI**

### **OBJECTIONS TO CLAIMS**

11.1. Debtor and parties in interest may object to the allowance of any Claim, whether listed on the schedules filed by Debtor or filed by any entity. No time limit for such objections is being created by this Plan

## **ARTICLE XII**

omitted

## **ARTICLE XIII**

### **MISCELLANEOUS PROVISIONS**

13.1. Notwithstanding anything in this Plan to the contrary, the relevant Debtor shall not be obligated to make any payments towards any Contested Claim. Further, the Debtor shall not be required to make any payments for an Allowed Claim to any Creditor if the Debtor has filed a motion, objection, adversary proceeding, state court proceeding or other similar notice against such Creditor alleging an objection, claim, cause of action, offset or counter-claim, such that if sustained and not paid by such Creditor would result in a disallowance of such Allowed Claim in accordance with §502(d) of the Code.

13.2. The Debtor, and all parties-in-interest, including without limitation any Creditor, shall be required to execute any document reasonably requested by the other to memorialize and effectuate the terms and conditions of this Plan. This shall include without limitation any execution by the Debtor of UCC financing statements and the execution by creditors of any UCC termination and mortgage releases and termination.

13.3. This Plan and the Confirmation Order shall inure to the benefit of, and be binding upon, all parties in interest and their respective successors and assigns.

## DISCLOSURE STATEMENT

### II. DESCRIPTION OF DEBTOR

Debtor is a Michigan corporation which owns the real estate and related goods located at 28101 Ecorse Road, Romulus, MI. Debtor was formed in 2013.

#### A. The Debtor-In-Possession

On 11.10.2016, (the "Petition Date"), Debtor filed a Voluntary Petition under Chapter 11 of Title 11 of the United States Code, §§101 *et. seq.* in the United States Bankruptcy Court for the Eastern District of Michigan, Case No. 16-55249-pjs. This case was assigned to the Honorable Phillip J. Shefferly.

#### B. Debtors' Principals and Management

##### Background

Ibri Shehu, 28, manages the debtor, and owns all of its shares. Debtor was formed in 2013. Mr. Shehu migrated with his family from Albania in 2002 when he was 13 years old. He graduated from Royal Oak High School and then graduated from Oakland University with a Bachelors of Science, with a concentration in Business Administration/Finance.

##### Compensation

Since the Petition Date, Ibri Shehu has not earned any income, and did not earn any income prepetition from Debtor. No benefits have been paid for Mr. Shehu by Debtor. It is contemplated that postpetition, he will receive the amount of surplus funds that remain after paying all allowed claims and expenses.

##### Legal Relationships

Mr. Shehu is the sole owner of both of the tenants, Lindi Transport, LLC and Lindi Truck Center, Inc.,

**C. Description of Debtor's Business and Causes for Chapter 11 Filing**

Debtor owns the real estate upon which Lindi Transport, LLC and Lindi Truck Center, Inc., previously operated. Effective January 29, 2017, these entities entered into a sublease with M&K Truck Center of Detroit, LLC, an affiliate of the entity which is purchasing Debtor's real estate, 28101 Ecorse Rd, LLC. The chapter 11 filing was due to Debtor's issues with its general contractor and its primary lender.

**III. POST-PETITION EVENTS OF SIGNIFICANCE**

**A. Post-Petition Transfers Outside the Ordinary Course of Business/Sale**

Debtor has made no post-petition transfers outside the ordinary course of business. Debtor has filed a motion, however, to sell substantially all of its assets to 28101 Ecorse Rd., LLC pursuant to the attached motion.

**B. Chapter 11 Events**

This Disclosure Statement is not designed to provide a full, detailed description of the motions filed and orders entered or other developments in the bankruptcy proceeding. Further, the Disclosure Statement does not address every motion filed or order entered in the proceeding. Rather, the Disclosure Statement merely provides a summary of the major motions filed or orders entered. Creditors are urged to review the bankruptcy court docket, which outlines every document filed in the bankruptcy case, and the bankruptcy court file, which contains all of the filed documents.

**Cash Collateral and Adequate Protection and Bank Payments**

Debtor or one of its affiliates has paid \$5,500 to Huntington National Bank on 2.8.2017 pursuant to 11 U.S.C. section 362(d)(3).

**Motions for Relief from Stay**

CED's motion for relief from stay was denied by the Court.

**The Plan and Disclosure Statement**

Debtor is filing this Disclosure Statement and Plan of Liquidation.

**C. Pending and Contemplated Litigation Involving Debtor**

There is no pending or contemplated litigation involving the Debtor, other than the related adversary proceeding, Edge v CED, et al, Case No. 16-05031-pjs.

**Insider Transactions**

The tenants are owned by Debtor's principal, Ibri Shehu. The amount of the lease payments is a pass through for monies that are required to be paid on behalf of Debtor, including payments for taxes, insurance, and Debtor's secured lender, The Huntington National Bank.

**IV. ASSETS AND LIABILITIES**

**A. Liquidation Analysis**

Debtor's Liquidation Analysis is attached.

In the event that the Plan is not accepted by the Creditors or is not otherwise confirmed by the Bankruptcy Court, the Debtor believes that its assets would be liquidated in a straight bankruptcy liquidation under Chapter 7 of the Code, which would yield less than in a plan of liquidation.

Debtor is confident that in a liquidation scenario, where the Debtor will be unable to generate any income going forward, unsecured creditors will not do better in a chapter 7 liquidation than in this liquidating plan, as the only remaining asset is cash.

**Secured and Unsecured Claims**

It appears that on the petition date there were secured claims of approximately \$1,500,000 and unsecured claims of approximately \$1,723.96.

**B. Risks, Conditions and Assumptions In Liquidation Analysis**

Debtor has used fair market value and forced sale/auction value to determine the value of its assets. The risks, conditions and assumptions are outlined in the Liquidation Analysis. The Debtor asserts that under any such scenario, unsecured creditors will receive no payments on their claims. The

market value is based on the sale price, and the liquidation value is based on Debtor's principal's experience.

**C. Causes of Action**

At this time, Debtor is planning to file no lawsuits against any entities, however, it will continue to litigate the related adversary proceeding, Debtor v. CED, et al, Adv No. 16-05031-pjs.

**D. Priority Claims**

Debtor appears to have no priority claims.

**E. Unsecured Claims**

It appears that there are approximately \$1,723.96 in unsecured claims [priority and non-priority].

**F. Guaranteed Debt**

There appears to be no guaranteed debt.

**VI. IMPLEMENTATION OF PLAN**

**A. Summary of Classes and Groups under Plan**

For the purposes of approval and implementation of this Plan and the resultant reorganization of the Debtor, Administrative Creditors and Priority Creditors shall be paid on account of their respective Administrative and Priority Claims as set forth above in Article II and III above.

**B. Financial Information**

The information contained in this Disclosure Statement has not been subject to a certified audit. The information has been compiled from the records of Debtor and is true and accurate to the best of Debtor's knowledge, information and belief. The information is also based on an income projections performed by Debtor.

**Projections**

Because the Debtor is being liquidated, no projections are attached.

Debtor has attached a summary of the Debtor's financial information relating to the Debtor's post-petition operations.

Debtor has attached a summary of Debtor's financial condition prior to the commencement of Debtor's bankruptcy proceeding.

**C. Post-Petition Details**

Since the Petition Date, Mr. Shehu has not received any income or benefits from the Debtor. Because the only remaining assets after the sale will be cash, it is not contemplated that there will be any extensive involvement by the current officers, other than perhaps to assist in the filing of any final tax or corporate filings.

**E. Tax Ramifications**

**1. To Debtor**

Each Debtor believes that the forgiveness of indebtedness which may result from a discharge granted by the confirmation of the Plan will not result in any significant adverse tax consequence to the Debtor.

**2. To Creditors**

The tax consequences to each Creditor resulting from confirmation of the Plan may vary depending upon each Creditor's particular circumstances. Each Debtor recommends that creditors or holders of Claims obtain independent tax counsel to advise them as to the tax consequences of the Plan.

## VII. LEGAL REQUIREMENTS

### A. Voting procedures

*Under the Bankruptcy Code, the only classes that are entitled to vote to accept or reject a plan are classes of claims, or equity interest, that are impaired under the plan. Accordingly, classes of claims or interests that are not impaired are not entitled to vote on the plan.*

*Creditors that hold claims in more than one impaired class are entitled to vote separately in each class. Such a creditor will receive a separate ballot for all of its claims in each class (in accordance with the records of the Clerk of the Court) and should complete and sign each ballot separately. A creditor who asserts a claim in more than one class and who has not been provided with sufficient ballots may photocopy the ballot received and file multiple ballots.*

*Votes on the plan will be counted only with respect to claims: (a) that are listed on the Debtor's Schedules of Assets and Liabilities other than as disputed, contingent or unliquidated; or (b) for which a proof of claim was filed on or before the bar date set by the Court for the filing of proofs of claim (except for certain claims expressly excluded from that bar date or which are allowed by Court order). However, any vote by a holder of a claim will not be counted if such claim has been disallowed or is the subject of an unresolved objection, absent an order of the Court allowing such claim for voting purposes pursuant to 11 U.S.C. § 502 and Bankruptcy Rule 3018.*

*Voting on the plan by each holder of a claim or interest in an impaired class is important. After carefully reviewing the plan and disclosure statement, each holder of such a claim or interest should vote on the enclosed ballot either to accept or to reject the plan, and then return the ballot by mail to the debtor's attorney by the deadline previously established by the court.*

*Any ballot that does not appropriately indicate acceptance or rejection of the plan will not be counted.*

*A ballot that is not received by the deadline will not be counted.*

*If a ballot is damaged, lost, or missing, a replacement ballot may be obtained by sending a written request to the debtor's attorney.*

### B. Acceptance

*The Bankruptcy Code defines acceptance of a plan by an impaired class of claims as acceptance by the holders of at least two-thirds in dollar amount, and more than one-half in number, of the claims of that class which actually cast ballots. The Bankruptcy Code defines acceptance of a plan by an impaired class of equity interests as acceptance by holders of at least two-thirds in number of the equity interests of that class that actually cast ballots. If no creditor or interest holder in an impaired class votes, then that class has not accepted the plan.*

### C. Confirmation

*11 U.S.C. § 1129(a) establishes conditions for the confirmation of a plan. These conditions are too numerous and detailed to be fully explained here. Parties are encouraged to seek*

*independent legal counsel to answer any questions concerning the Chapter 11 process. Among the several conditions for confirmation of a plan under 11 U.S.C. § 1129(a) are these:*

- 1. Each class of impaired creditors and interest must accept the plan, as described in paragraph VI.B., above.*
- 2. Either each holder of a claim or interest in a class must accept the plan, or the plan must provide at least as much value as would be received upon liquidation under Chapter 7 of the Bankruptcy Code.*

*D. Modification*

*The debtor reserves the right to modify or withdraw the plan at any time before confirmation.*

*E. Effect of confirmation*

*If the plan is confirmed by the Court:*

*1. Its terms are binding on the debtor, all creditors, shareholders and other parties in interest, regardless of whether they have accepted the plan.*

*2. Except as provided in the plan and in 11 U.S.C. § 1141(d)(5):*

*(a) In the case of a corporation that is reorganizing and continuing business:*

*(1) All claims and interests will be discharged.*

*(2) Creditors and shareholders will be prohibited from asserting their claims against or interest in the debtor or its assets.*

*(b) In the case of a corporation that is liquidating and not continuing its business:*

*(1) Claims and interests will not be discharged.*

*(2) Creditors and shareholders will not be prohibited from asserting their claims against or interests in the debtor or its assets.*

*(c) In the case of an individual or husband and wife:*

*(1) Claims will be discharged, except as provided in 11 U.S.C. §§ 523 and 1141(d)(3).*

*(2) Creditors will be prohibited from asserting their claims except as to those debts which are not discharged or dischargeable under 11 U.S.C. §§ 523 and 1141(d)(3).*

*Because the case is a liquidating business, Section 2(b) above applies and 2(a) and 2(c) do not apply.*



**LIQUIDATION ANALYSIS AS OF PETITION DATE**

<b>COLLATERAL</b>	<b>SECURED AND PRIORITY CREDITOR [based on filed proofs of claim and scheduled claims]</b>	<b>MARKET VALUE/ FORCED SALE VALUE<sup>1</sup> based on appraised values where applicable</b>	<b>APPROXIMATE AMOUNT OF SECURED CLAIMS</b>	<b>EQUITY</b>
Cash	Huntington National Bank	0 (M) 0 (FS)	Equal to value of collateral	0 (M) 0 (FS)
Equipment	Advantage Communications	3,500 (M) 1,500 (FS)	Equal to value of collateral	0 (M) 0 (FS)
Real Estate located at 28101 Ecorse Road	Wayne County/City of Romulus (1 <sup>st</sup> ) The Huntington National Bank (2 <sup>nd</sup> )	2,300,000 (M) 1,000,000 (FS)	1,500,000	800,000 (M) 0 (FS)
<b>TOTAL</b>		<b>\$2,303,500 (M)</b> <b>\$1,001,500 (FS)</b>		<b>\$800,000 (M)</b> <b>\$0,000 (FS)</b>

<sup>1</sup> Unless otherwise stated, values are not based upon appraisals and are estimated.

**Post-Petition Liabilities**

Administrative Claim [estimated]: \$31,000

**Pre-Petition Liabilities**

Secured Claims: \$1,500,000 [after sale]

Unsecured Claims [estimated]: \$1,723.96

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**Distribution of Proceeds of Assets in Event of Liquidation**

- Gross Proceeds from Liquidation [using section 363 sale price]:
- \$2,300,000
- Less Total of:
- Secured Claims: \$1,500,000
- Admin. Expenses: \$31,000.00
- ---

TOTAL: \$negative
- Proceeds Available to Pre-Petition Unsecured Creditors: \$769,000
- Total Unsecured Claims [estimated] \$1,723.96
- Percent Available to Pre-Petition Unsecured Creditors: 100%
- Proceeds Available for Equity Interests: residual

**POST-PETITION FINANCIAL INFORMATION**

	<b><u>November 2016</u></b>	<b><u>December 2016</u></b>	<b><u>January 2017</u></b>
<b>Ordinary Income/Expense</b>			
<b>Total Income</b>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Expense</b>			
<b>Amortization Expense</b>			
<b>Alarm</b>			
<b>Bank Service Charges</b>			
<b>Business Licenses and     Permits</b>			
<b>Computer and Internet     Expenses</b>			
<b>Depreciation Expense</b>			
<b>Insurance</b>			
<b>Interest Expense</b>			
<b>Miscellaneous Expense</b>			
<b>Office Expense</b>			
<b>Outside Services</b>			
<b>Professional Fees</b>			
<b>Repairs and Maintenance</b>			
<b>Taxes - Property</b>			
<b>Tools &amp; Supplies</b>			
<b>Utilities</b>			
<b>Total Expense</b>	<u>0</u>	<u>0</u>	<u>0</u>

**PRE-PETITION FINANCIAL INFORMATION**

			<b>2013</b>	<b>2014</b>	<b>2015</b>
Gross receipts			11,000	20,461	0
supplies			1,963	693	260,986
Office expenses			2,741	267	
Taxes and licenses				2,387	
Insurance				4,185	3,238
Depreciation				1,910	3,628
Legal and Professional Services					3,948
Advertising				828	
Other Expenses					22,709
Total Expenses			4,704	10,270	33,523
Ordinary business income (loss).			6,296	10,191	(33,523)

## **POST-CONFIRMATION PROJECTIONS**

Debtor will not operate after its assets are liquidated.

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.

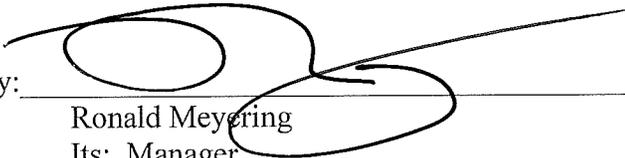
**R. Brokers:** Seller and Buyer represent to each other that neither Party has utilized the services of, or become obligated to pay a commission to, a real estate broker in connection with the sale contemplated by this Agreement and the Parties agree to cross-indemnify one other in the event any claim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

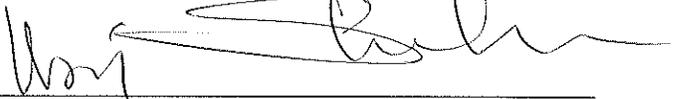
Lindi Transport, LLC

By: 

Ibri Shehu

Its: Sole Member

Lindi Truck Center, Inc.

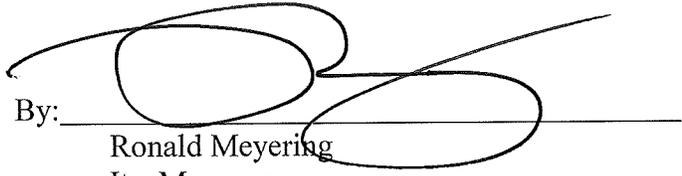
By: 

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.



**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**

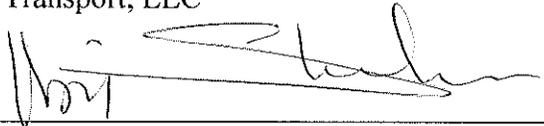
25.1 The prevailing party in any dispute shall be entitled to actual reasonable attorney's fees incurred by it as a result of the dispute.

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