

STATE OF MICHIGAN
IN THE 3RD CIRCUIT COURT FOR THE COUNTY OF WAYNE

**MARTIN M. YOUNCE, THERESA J. YOUNCE,
CANTON INVESTMENTS, LLC, and
PILGRIM INC., A MICHIGAN CORPORATION,
A/K/A PILGRIM TIRE AND A/K/A PILGRIM
FIRESTONE, PILGRIM AUTOMOTIVE, INC.
A MICHIGAN CORPORATION, PILGRIM
AUTO, LLC A MICHIGAN LIMITED
LIABILITY COMPANY,**

Case 20-015402-CB
Hon. Edward Ewell, Jr.

Plaintiffs,

Vs

**PATRICK TORTORA, and
MCPT 44744 MICHIGAN AVE, LLC,**

Defendants.

**ORDER REGARDING DEFENDANTS' RENEWED
MOTION TO ENFORCE SETTLEMENT AGREEMENT
AND PLAINTIFFS' SUPPLEMENTAL MOTION TO
OPEN AND REINSTATE CASE AND ENTER AN
ORDER COMPELLING DEFENDANTS TO COMPLY
WITH THE SECOND MEDIATED SETTLEMENT
AGREEMENT**

At a session of said Court
held in the City of Detroit,
Michigan on:

3/3/2025

PRESENT: HON. EDWARD EWELL, JR.
CIRCUIT COURT JUDGE

This matter having come before the Court on Defendants' Renewed Motion to Enforce Settlement Agreement ("Defendants' Motion"), Plaintiffs' Supplemental Motion to Open and Reinstate Case and Enter an Order Compelling Defendants to Comply with the Second Mediated Settlement Agreement ("Plaintiffs' Motion"), Defendants filed a Response, oral argument was heard on February 5, 2025, and this Court otherwise being fully advised in the premises:

IT IS HEREBY ORDERED Defendants' Motion is hereby granted in part and denied in part for the reasons set forth on the record February 5, 2025.

IT IS FURTHER ORDERED Plaintiffs' Motion is hereby granted in part and denied in part for the reasons set forth on the record February 5, 2025.

IT IS FURTHER ORDERED that Plaintiffs and Defendants are to execute the Purchase Agreements attached hereto as Exhibit 1 and Exhibit 2 within three days of this Order and shall forward the Purchase Agreement to the title company within said three days. Plaintiffs and Defendants shall cooperate and provide title company with all documents and identifying information necessary to close the sale. Defendants identifying information shall not be disseminated or released except as necessary to close the sale. Said identifying information shall be provided by Defense counsel to the title company in order to assure privacy. This information shall be provided to the title company within said three days referenced above.

IT IS FURTHER ORDERED that all parties with authority to close this Purchase Agreement shall attend the closing and shall bring any documentation and necessary identification (i.e., driver's license, state ID and or social security number, corporate resolutions, EINs) to close this purchase. The parties hereto shall cooperate to close on the purchase as set forth in this order and shall cooperate to attend to, execute and handle any post closing matters to effectuate this Order.

IT IS FURTHER ORDERED that all funds held in escrow for Case No. 20P2399LT in the 35th District Court shall be released to Patrick Tortora upon the execution of the Purchase Agreements attached hereto as Exhibits 1 and 2. Plaintiffs' counsel is to execute, simultaneously with the execution of the Purchase Agreements, the Order attached as Exhibit 3, to authorize the release of the funds held in escrow to Patrick Tortora.

IT IS FURTHER ORDERED that all funds held in escrow for Case No. 19C5288-LT in the 35th District Court shall be released to MCPT 44744 Michigan Ave, LLC upon the execution of the Purchase Agreement attached as Exhibits 1 and 2. Plaintiffs' counsel shall execute simultaneously with the execution of the Purchase Agreements, the Order attached hereto as Exhibit 4, to authorize the release of the funds held in escrow to MCPT 44744 Michigan Ave., LLC..

IT IS FURTHER ORDERED that all the funds held in escrow for case No. 204C0909-LT in the 14A District Court shall be released to Patrick Tortora upon the execution of the Purchase Agreements attached hereto in Exhibit 1 and 2. Plaintiff's counsel is to execute, simultaneously with the execution of the Purchase Agreement, the Order as attached hereto as Exhibit 5, to authorize the release of the funds held in escrow to Patrick Tortora.

IT IS FURTHER ORDERED Plaintiffs and Defendants shall comply with the terms of the Settlement Agreement that was signed by the parties on Friday, May 31, 2024 and placed on the record under oath, and is binding on the parties.

IT IS SO ORDERED.

This is not a Final Order and the case remains open.

Dated: 3/3/2025

/s/Edward Ewell
Hon. Edward Ewell, Jr., Circuit Judge

EXHIBIT 1

COMMERCIAL REAL ESTATE PURCHASE AGREEMENT

I. THE PARTIES. This Commercial Real Estate Purchase Agreement ("Agreement") made on December 16, 2024 ("Agreement Date"), between:

A business entity known as Canton Investments LLC ("Buyer") with a mailing address of 44744 Pilgrim Automotive Repair Center, Canton , Michigan, 48188.

AND

A business entity known as MCPT 44744 Michigan Avenue, LLC ("Seller") with a mailing address of 39533 Woodward Ave, Ste 200, Bloomfield Hills, Michigan, 48304.

II. LEGAL DESCRIPTION. The real property is best described as a retail property.

Building Size: 7482 SF

Land Area: 1.01 Acres (AC)

Street Address: 44744 Michigan Ave, Canton, Michigan, 48188

Tax Parcel Information: PARCEL NO. 71-133-02-0075-310: 34B75B2A1, 76A1 PART OF LOTS 75 AND 76 OF SUPERVISOR'S CANTON PLAT NO. 3, T2S-R8E, L67-P70 WCR, DESCRIBED AS BEGINNING S70.1210W 663.65 FEET FROM SE CORNER OF LOT 75; THENCE S70.1210W 179.91 FEET; THENCE N18.2250W 229.07 FEET; THENCE N54.3700E 104.19 FEET; THENCE N70.1210E 73.00 FEET; THENCE S19.5946E 257.00 FEET TO P.O.B. (±1.01 ACRES; SPLIT ON 10/04/2004 FROM 71-133-02-0075-307, INTO 71-133-02-0078-309 & -310)

III. PERSONAL PROPERTY. The Agreement shall not include any personal property.

The real property in Section II and personal property in Section III shall be collectively known as the "Property".

IV. PURCHASE PRICE. The Buyer agrees to purchase the Property by payment of **\$1,050,000.00** as follows:

Bank Financing. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing through a conventional loan:

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

V. EARNEST MONEY. The Buyer shall not be required to make a payment, down payment, or any other type of monetary deposit that would be deemed consideration ("Earnest Money"). Consideration under this Agreement, unless otherwise required by State law, shall be the full faith of the Buyer's ability to perform under the terms of this Agreement.

VI. INSPECTION PERIOD. Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, suitable for its intended purposes. The decision as to whether the Property is suitable for its intended purposes shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer's decision being final and binding upon both Parties. Buyer shall have until December 13, 2024 at 05:00 PM to notify Seller of its termination of this Agreement due to Buyer's determination that the Property is unsuitable for its intended purpose ("Inspection Period"). In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event the Buyer provides said notice of termination, Seller and any Escrow Agent shall be obligated to return the Escrow Money to the Buyer as provided in Section V hereof, and neither party shall have any further rights or obligations under this Agreement. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, the Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall be deemed to be fulfilled. The Seller, at no expense, shall fully cooperate with Buyer in obtaining any and all approvals required from any federal, state, or local government ("Governmental Approvals") necessary for Buyer to satisfy their needs during the Inspection Period for the

suitability of the Property. Said Governmental Approvals shall be obtained during the Inspection Period unless the Parties agree otherwise. Any additional agreements related to this Section must be done in writing and attached to this Agreement.

VII. SELLER'S DISCLOSURES. AS IS

VIII. TITLE. Merchantable title shall be conveyed by Warranty Deed, subject to conditions, zoning, restrictions, and easements of record, if any, which do not interfere with or restrict the existing use of the Property.

a.) **Title Insurance.** At the sole expense, the Buyer, the Buyer, if it chooses, may obtain a standard owner policy insuring marketable in the amount of the Purchase Price as defined in Section IV. If any matter disclosed by the Title Commitment adversely and materially affects the value of the Premises or Buyer's intended use of the Property, the Buyer shall have the right to terminate this Agreement by giving the Seller written notice within 5 Calendar Days after copies of the Title Commitment, in accordance with Section VII, are delivered to the Buyer; otherwise, the Buyer's right to terminate this Agreement pursuant to this Section shall be deemed to have been waived. A matter disclosed on the Title Commitment that is in the form of a lien that is liquidated in amount, and that can be readily discharged, shall not be grounds for termination of this Agreement by Buyer under this Section so long as the Seller discharges such lien(s) at Closing.

IX. SURVEY. The Buyer may obtain a survey at its sole expense.

X. CURE PERIOD. Prior to any claim for default being made, either the Buyer or Seller will have an opportunity to cure any alleged default. If either Buyer or Seller fails to comply with any provision of this Agreement, the other party will deliver written notice to the non-complying party specifying such non-compliance. The non-complying party shall have 0 Calendar Days after delivery of such notice to cure the non-compliance.

XI. CLOSING. The purchase of the Property shall close 45 business days after the later of:

1. The date this Purchase Agreement is fully executed by the Seller and delivered to Buyer's representative; or
2. The date all required items are delivered to the title company to complete the transaction.

at 05:00 PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be paid by the Seller and prorated as of the Closing.

a.) **Closing Costs.** The costs attributed to the Closing of the Property shall be the responsibility of . The fees and costs related to the Closing shall include, but not be limited to, a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

XII. SALE OF BUYER'S PROPERTY. Buyer's performance under this Agreement shall not be contingent upon selling another property.

XIII. ASSIGNABILITY. The Buyer may assign this Agreement to another party without the prior written consent of the Seller. If this Agreement is assigned to another party, the Buyer shall deliver a copy of the assignment to the Seller at least 2 Calendar Days prior to Closing.

XIV. NOTICES. All notices shall be in writing and may be delivered by the following acceptable method(s):

Certified Mail with Return Receipt (Buyer's Address): Use the Mailing Address mentioned in Section I

Certified Mail with Return Receipt (Seller's Address): Use the Mailing Address mentioned in Section I

Either Buyer or Seller may personally deliver notices to one another.

XV. CONVEYANCE. Upon performance by the Buyer of the closing obligations specified herein, the Seller shall convey marketable title of the Property to the Buyer by the deed mentioned in Section VIII, including, but not limited to, oil, gas, and other mineral rights, subject only to building and use restrictions, easements, and restrictions of record, if any.

XVI. ENVIRONMENTAL WARRANTY, DISCLOSURES AND INDEMNIFICATION. To the best of Seller's knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable Federal, State, and Local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to hazardous substances or wastes as set forth herein, and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller's knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are or may be present on the Property.

XVII. SELLER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. As an inducement to Buyer to enter into this Agreement and to purchase the Property, Seller warrants, represents, and covenants to Buyer, as follows:

- a.) **Authority.** Seller: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Michigan; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Buyer in accordance with the terms and provisions of this Agreement.
- b.) **Title and Characteristics of Property.** Seller, to the best of its' knowledge, as of the date of execution of this Agreement, owns the Property in fee simple and has marketable and good title of public record and, in fact, the Property at Closing shall have the title status as described in Section VIII of this Agreement.
- c.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Seller at the Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Seller is a party, or any judicial order or judgment of any nature by which Seller is bound. At Closing, all necessary and appropriate action will have been taken by Seller authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Seller of the documents and instruments to be executed by Seller at Closing, and the performance by Seller of Seller's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.
- d.) **Condemnation.** The Seller has received no notice of, nor is Seller aware of, any pending, threatened or contemplated action by any governmental authority or agency having the power of eminent domain, which might result in any part of the Property being taken by condemnation or conveyed in lieu thereof.
- e.) **Litigation.** N/A
- f.) **Assessments and Taxes.** Buyer shall be responsible for all assessments any portion of the Property which are unpaid, whether or not they have become liens, and Seller shall notify Buyer of any such assessments which are brought to Seller's attention after the execution of this Agreement. The Seller shall be responsible for property taxes through June 1, 2024. Buyer shall be responsible for property taxes from June 2, 2024 Forward.

g.) **Boundaries.** (i) There is no dispute involving or concerning the location of the lines and corners of the Property; (ii) to Seller's knowledge there are no encroachments on the Property and no portion of the Property is located within any "Special Flood Hazard Area" designated by the United States Department of Housing and Urban Development and/or Federal Emergency Management Agency, or in any area similarly designated by any agency or other governmental authority; and (iii) no portion of the Property is located within a watershed area imposing restrictions upon the use of the Property or any part thereof.

h.) **No Violations.** The Seller has received no notice there are any violations of state or federal laws, municipal or county ordinances, or other legal regulations or requirements with respect to the Property, including those violations referenced in Paragraph 7 above. The Seller has received no notice (oral or written) that any municipality or governmental or quasi-governmental authority has determined that there are such violations. In the event Seller receives notice of any such violations affecting the Property prior to the Closing, Seller shall promptly notify Buyer thereof, and shall promptly and diligently defend any prosecution thereof and take any and all necessary actions to eliminate said violations.

i.) **Foreign Ownership.** Seller is not a "foreign person" as that term is defined in the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto, and Buyer has no obligation under Section 1445 of the U.S. Internal Revenue Code of 1986, as amended, to withhold and pay over to the U.S. Internal Revenue Service any part of the "amount realized" by Seller in the transaction contemplated hereby (as such term is defined in the regulations issued under said Section 1445).

j.) **Prior Options.** No prior options or rights of first refusal have been granted by Seller to any third parties to purchase or lease any interest in the Property, or any part thereof, which are effective as of the execution date.

k.) **Mechanics and Materialmen.** At Closing, Seller will not be indebted to any contractor, laborer, mechanic, materialmen, architect, or engineer for work, labor, or services performed or rendered, or for materials supplied or furnished, in connection with the Property for which any person could claim a lien against the Property and shall not have done any work on the Property within one-hundred twenty (120) days prior to Closing.

XVIII. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer: (i) if an entity, is a lawfully constituted entity, duly organized, validly existing, and in good standing under the laws of the State of Governing Law or another state; (ii) has the authority and power to enter into this Agreement and to consummate the transactions contemplated herein; and (iii) upon execution hereof will be legally obligated to Seller in accordance with the terms and provisions of this Agreement.

a.) **Conflicts.** The execution and entry into this Agreement, the execution and delivery of the documents and instruments to be executed and delivered by Buyer at the Closing, and the performance by Buyer of Buyer's

duties and obligations under this Agreement and of all other acts necessary and appropriate for the full consummation of the purchase and sale of the Property as contemplated herein, are consistent with and not in violation of, and will not create any adverse condition under any contract, agreement or other instrument to which Buyer is a party, or any judicial order or judgment of any nature by which Buyer is bound. At Closing, all necessary and appropriate action will have been taken by Buyer authorizing and approving the execution of and entry into this Agreement, the execution and delivery by Buyer of the documents and instruments to be executed by Buyer at Closing, and the performance by Buyer of Buyer's duties and obligations under this Agreement and of all other acts necessary and appropriate for the consummation of the purchase and sale of the Property as contemplated herein.

XIX. ESCROW AGENT. The Parties authorize the Escrow Agent to receive, deposit, and hold funds and other property in escrow, including Earnest Money, that is subject to collection and disburse them in accordance with the terms of this Agreement. The Parties agree that the Escrow Agent will not be liable to any person for misdelivery of Escrow Money to the Buyer and the Seller, unless the misdelivery is due to the Escrow Agent's willful breach of this Agreement or gross negligence. If the Escrow Agent has doubt as to their duties or obligations under this Agreement, Escrow Agent may, at their sole decision:

a.) **Hold the Escrow Money.** Hold any Escrow Money until the Parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the Parties; or

b.) **Deposit.** Deposit the Escrow Money with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the Parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Escrow Agent is a licensed real estate broker, Escrow Agent will comply with State laws. In any suit in which Escrow Agent interpleads the escrowed items or is made a party because of acting as Escrow Agent hereunder, Escrow Agent will recover reasonable attorneys' fees and costs incurred, with these amounts to be paid from and out of the Escrow Money and charged and awarded as court costs in favor of the prevailing party.

XX. SELLER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default or failure to perform hereunder, Buyer may, at Buyer's option and as its sole remedy, elect to either: (i) specifically enforce the terms hereof; or (ii) demand and be entitled to an immediate refund of the Escrow Money, in which case this Agreement shall terminate in full.

XXI. BUYER'S DEFAULT. If the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Buyer's default hereunder, Seller shall be entitled to remedies consistent with the settlement agreement between Buyer and Seller dated May 31, 2024

XXII. ATTORNEYS' FEES. In any claim or controversy arising out of or relating to this Agreement, the prevailing party, which for purposes of this provision shall include the Buyer, Seller, and any real estate agent, will be awarded reasonable attorneys' fees, costs, and expenses.

XXIII. DAMAGE TO THE PROPERTY. If the property is damaged, by fire or other casualty, after the Effective Date and before the Closing, the Seller will bear the risk of loss and the Buyer may cancel this Agreement without liability and the Escrow Money shall be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing the Property at the agreed-upon Purchase Price and the Seller will credit the deductible, if any, and transfer to the Buyer at Closing any insurance proceeds or Seller's claim to any insurance proceeds payable for the damage. The Seller will cooperate with and assist the Buyer in collecting any such proceeds. The Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

Furthermore, if any part of the Property, after the Effective Date and before the Closing, is taken in condemnation or under the right of eminent domain, or proceedings for such taking are pending or threatened, the Buyer may cancel this Agreement without liability and the Escrow Money will be returned to the Buyer. Alternatively, the Buyer will have the option of purchasing what is left of the Property at the agreed-upon Purchase Price and the Seller will transfer to the Buyer at Closing the proceeds of any award or the Seller's claim to any award payable for the taking. The Seller will cooperate with and assist the Buyer in collecting such an award.

XXIV. OPERATION OF PROPERTY DURING AGREEMENT PERIOD. N/A

XXV. CLOSING PROCEDURE. Unless otherwise agreed or stated herein, the Closing shall be in accordance with the Governing Law where the Property is located.

a.) **Possession and Occupancy.** The Seller will deliver possession and occupancy of the Property to the Buyer at Closing. The Seller shall provide access to all locks, including keys, remote controls, and any security/access codes, necessary to operate all locks, mailboxes, and security systems.

b.) **Costs.** The Buyer will pay the Buyer's attorneys' fees, taxes, and recording fees on the deed, notes, mortgages, and financing statements and recording fees for the deed. The Seller will pay the Seller's attorneys' fees.

c.) **Documents.** The Seller will provide: the deed, the bill of sale, mechanic's lien affidavit, originals of those assignable service and maintenance contracts that will be assumed by the Buyer after the Closing, letters to each service contractor from the Seller advising each of them of the sale of the Property, and if applicable,

the transfer of its contract, and any assignable warranties or guarantees received or held by the Seller from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases and updated rent roll; tenant and lender estoppel letters; tenant subordination, non-disturbance and attornment agreements (SNDA's) required by the Buyer or the Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, the Seller will certify to the buyer that the lease is correct. If the Seller is an entity, the Seller will deliver a resolution of its Board of Directors authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. The Seller will transfer security deposits to the Buyer. The Buyer will provide the closing statement, mortgages and notes, security agreements, and financing statements.

d.) **Taxes and Prorations.** The real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by the Buyer, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to Buyer, and operating expenses.

e.) **Special Assessment Liens.** Certified, confirmed, and ratified special assessment liens as of the Closing will be paid by the Seller. If a certified, confirmed, and ratified special assessment is payable in installments, the Seller will pay all installments due and payable on or before the Closing, with any installment for any period extending beyond the Closing prorated, and the Buyer will assume all installments that become due and payable after the Closing. The Buyer shall be responsible for all assessments of any kind which become due and owing after the Closing, unless an improvement is substantially completed as of the Closing. If an improvement is substantially completed as of the Closing but has not resulted in a lien before Closing, the Seller will pay an amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

XXVI. RECORDING. Buyer and Seller agree that before the recording of the deed can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the same business day.

XXVII. ACCEPTANCE. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accept the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s).

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient;

and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

a.) **Real Estate Agent(s).** If Buyer or Seller have hired the services of the licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXVIII. BINDING EFFECT. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which, therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXIX. SEVERABILITY. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. DISCLOSURES. The following disclosures are attached to this Agreement and required to be read and signed by the Parties:

- a.) _____
- b.) _____
- c.) _____
- d.) _____

XXXI. DISPUTE RESOLUTION. N/A

XXXII. TERMS AND CONDITIONS OF OFFER. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. The Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and the Buyer subsequently defaults, the Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum, or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

XXXIII. GOVERNING LAW. This Agreement shall be interpreted in accordance with the laws in the State of Michigan ("Governing Law").

XXXIV. OFFER EXPIRATION. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked, and the Earnest Money shall be returned, unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by November 27 2024, at 05:00 PM.

a.) Effective Date. The "Effective Date" of this Agreement is the date on which the last one of the Parties has signed or initialed and delivered this offer or the final counteroffer. Calendar Days will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. local time of the next business day ("Calendar Days"). Time is of the essence in this Agreement.

XXXV. ENTIRE AGREEMENT. This Agreement, together with any attached addendums or disclosures, shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms of this Agreement by their signatures below on the dates indicated.

Buyer's Signature: _____ **Date:** _____

Teresa Younce acting as Managing Member with legal authority to act on behalf of Canton Investments LLC.

Seller's Signature: _____ **Date:** _____

Patrick Tortora acting as Member with the legal authority to act on behalf of MCPT 44744 Michigan Avenue, LLC.

EXHIBIT 2

RESIDENTIAL PURCHASE AGREEMENT

I. The Parties. This Real Estate Purchase Agreement ("Agreement") made on December 16, 2024 ("Effective Date") between:

Buyer: A business entity known as Canton Investments LLC ("Buyer") with a mailing address of 301 E Shore Dr, Whitmore Lake, Michigan, 48189, and

Seller: One (1) individual(s) known as PATRICK TORTORA ("Seller") with a mailing address of PO Box 700625, Plymouth, Michigan, 48170.

II. Legal Description. The real property is a single-family home with a mailing address of 7025 N Dixboro Rd, Ann Arbor, Michigan, 48105.

Tax Parcel Information (i.e., "Parcel ID" or "Tax Map & Lot"): MLC L3057 P238 **FROM 0224100003 12/02/94 NO 24-1G-1 BEG AT E 1/4 COR SEC 24, TH S 84-25-29 W 2766.17 FT, TH N 06-37-28 W 471.66 FT, TH N 84-25-29 E 2768.15 FT, TH S 06-23-01 E 471.63 FT TO POB, PT OF NE 1/4, SEC 24, T1S-R6E; CONT 29.96 ACRES

III. Personal Property. In addition to the real property described in Section II, the Seller shall include the following personal property: Everything in the home

The real property and personal property shall be collectively known as the "Property".

IV. Fixtures. The Parties agree that all fixtures located on or in the Property, including but not limited to storm windows, screens, shades, blinds, heating systems, HVAC components, stoves, air conditioners, pumps, electrical fixtures, and any other equipment, appliance, or furniture that is fixed in position shall be included in the sale of the Property.

V. Earnest Money. The Buyer shall not be required to make a payment, down payment, or any other type of monetary deposit that would be deemed consideration ("Earnest Money"). Consideration under this

Agreement, unless otherwise required by State law, shall be the full faith of the Buyer's ability to perform under the terms of this Agreement.

VI. Purchase Price and Terms. The Buyer agrees to purchase the Property by payment of \$550,000.00 (US Dollars).

Bank Financing. The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing through a conventional loan:

a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;

b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;

c.) The Buyer shall not be required provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval shall not be contingent on the lease, sale, or recording of another property;

d.) In the event the Buyer fails to obtain financing or other acceptable funds to purchase the Property by the Closing Date, this Agreement may be terminated at the option of either Buyer or Seller with written notice. If termination occurs at any time before the Closing, the Buyer shall be entitled to the Seller returning their Earnest Money in-full; and

e.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by a lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

VII. Sale of Another Property. Buyer's performance under this Agreement shall not be contingent upon selling another property.

VIII. Closing Costs. The costs attributed to the Closing of the Property shall be the responsibility of Buyer. The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

IX. Funds at Closing. Buyer and Seller agree before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the State, or any above combination that permits the Seller to convert the deposit to cash no later than the same business day.

X. Closing Date. The purchase of the Property shall close 45 business days after the later of:

1. The date this Purchase Agreement is fully executed by the Seller and delivered to Buyer's representative; or
2. The date all required items are delivered to the title company to complete the transaction.

05:00 PM or earlier at the office of a title company to be agreed upon by the Parties. Any extension of this date and time must be agreed upon, in writing, by Buyer and Seller. Rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed. The seller shall be responsible for closing cost.

XI. Survey. Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer.

XII. Mineral Rights. It is agreed and understood that all rights under the soil, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.

XIII. Title. Seller shall convey title to the property by Warranty Deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will order a Title Search Report.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

XIV. Property Condition. N/A

XV. Seller's Indemnification. Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

XVI. Appraisal. N/A

XVII. Required Documents. Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

XVIII. Termination. In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within five (5) business days with all parties being relieved of their obligations as set forth herein.

XIX. Sex Offenders. Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.

XX. Time. Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.

XXI. Buyer's Default. Seller's remedies.

XXII. Seller's Default. Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages or both.

XXIII. Earnest Money Dispute. N/A

XXIV. Dispute Resolution. N/A

XXV. Governing Law. This Agreement shall be interpreted in accordance with the laws in the State of Michigan.

XXVI. Terms and Conditions of Offer. This is an offer to purchase the Property in accordance with the above-stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and same writing.

XXVII. Binding Effect. This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives and assigns, which therefore constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

XXVIII. Business Days. Business days shall be defined as all days of the year excluding Saturdays, Sundays, and any federal or State holidays.

XXIX. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

XXX. Confidentiality. Buyer and Seller agree to mutually hold all details of this Agreement confidential with the exception of licensed real estate agents, attorneys, lenders, lending officers, inspection agents, appraisers, government officials, title officers, and any other individuals deemed necessary in order to perform the transaction at Closing. The Parties authorize the lender or any closing agent to prepare a closing

disclosure or settlement statement for release to the Parties and their licenses prior to, at, and after the Closing.

XXXI. Offer Expiration. This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by November 27 2024 05:00 PM.

XXXII. Acceptance. Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency relationships in accordance with any agreement(s) made with a licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other party or the other party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

XXXIII. Possession After Closing. Buyer shall obtain possession and occupancy of the Property at Closing.

XXXIV. Walk-Through. Buyer shall have the right to perform a walk-through of the Property within twenty-four (24) hours of the Closing.

XXXV. Licensed Real Estate Agent(s). If Buyer or Seller have hired the services of a licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

XXXVI. Disclosures. It is acknowledged by the Parties that the Property was not constructed prior to 1978. Therefore, the Lead-Based Paint Disclosure Form is not required per federal law.

XXXVII. Additional Terms and Conditions. N/A

XXXVIII. Entire Agreement. This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the

parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the parties with respect to the said Property. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect

SIGNATURE AREA

Buyer's Signature _____ **Date** _____

Teresa Younce acting as Member on behalf of Canton Investments LLC. Teresa Younce declares with their above-signature that they hold the legal power and authority to act in the presence of Canton Investments LLC.

Seller's Signature _____ **Date** _____

PATRICK TORTORA

EXHIBIT 3

STATE OF MICHIGAN JUDICIAL DISTRICT 35th	ORDER TO RELEASE ESCROW Landlord-Tenant / Land Contract	CASE NO. 20P2399-LT Hon. Michael J. Gerou
Court address 660 Plymouth Road, Plymouth, MI 48170		Court telephone no. (734) 459-4740

Plaintiff's name, address, and telephone no. Patrick Tortora c/o Plaintiff's attorney
Plaintiff's attorney, bar no., address, and telephone no. Eric Ladasz (P65354) 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 (248) 642-3700 / eladasz@dmms.com

v

Defendant's name, address, and telephone no. Pilgrim Inc., et. al. c/o Defendants' attorney
Defendant's attorney, bar no., address, and telephone no. Darwyn Fair (P31266) 535 Griswold, Suite 111-554 Detroit, MI 48226 (313) 967- 0595 / dpfair@dpfairlaw.com

1. On 10-28-2021 an order for escrow was entered in this case.
 Date

2. The conditions stated in the order for escrow have been met.

IT IS ORDERED:

3. The escrow established by this court's order dated 10-28-2021 is released.

4. The escrow is disbursed as follows:

All funds in escrow are hereby released to Plaintiff.

Agreed to as to form and content:

Eric Ladasz (P65354)
 Attorney for Plaintiff

Dated: _____

Darwyn Fair (P31266)
 Attorney for Defendants

Dated: _____

 Date

 Judge

 Bar no.

EXHIBIT 4

STATE OF MICHIGAN JUDICIAL DISTRICT 35th	ORDER TO RELEASE ESCROW Landlord-Tenant / Land Contract	CASE NO. 19C5288-LT Hon. Michael J. Gerou
Court address 660 Plymouth Road, Plymouth, MI 48170		Court telephone no. (734) 459-4740

Plaintiff's name, address, and telephone no. MCPT 44744 Michigan Ave, LLC c/o Plaintiff's attorney
Plaintiff's attorney, bar no., address, and telephone no. Eric Ladasz (P65354) 39533 Woodward Ave., Suite 200 Bloomfield Hills, MI 48304 (248) 642-3700 / eladasz@dmms.com

v

Defendant's name, address, and telephone no. Canton Investments, LLC c/o Defendant's attorney
Defendant's attorney, bar no., address, and telephone no. Darwyn Fair (P31266) 535 Griswold, Suite 111-554 Detroit, MI 48226 (313) 967- 0595 / dpfair@dpfairlaw.com

1. On 10-7-2020 an order for escrow was entered in this case.
Date

2. The conditions stated in the order for escrow have been met.

IT IS ORDERED:

3. The escrow established by this court's order dated 10-7-2020 is released.

4. The escrow is disbursed as follows:

All funds in escrow are hereby released to Plaintiff.

Agreed to as to form and content:

 Eric Ladasz (P65354)
 Attorney for Plaintiff

 Darwyn Fair (P31266)
 Attorney for Defendant

Dated: _____

Dated: _____

 Date

 Judge

 Bar no.

EXHIBIT 5

STATE OF MICHIGAN JUDICIAL DISTRICT 14A-4	ORDER TO RELEASE ESCROW Landlord-Tenant / Land Contract	CASE NO. 204C0909
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Court address

1000 N. Maple Road, Saline, Michigan 48176

Court telephone no.

(734) 429-2504

Plaintiff's name, address, and telephone no.

Patrick Tortora
c/o Plaintiff's attorney

v

Defendant's name, address, and telephone no.

Martin Younce, Theresa Younce, and ALL OCCUPANTS,
c/o Defendants' attorney

Plaintiff's attorney, bar no., address, and telephone no.

Eric Ladasz (P65354)
39533 Woodward Ave., Suite 200
Bloomfield Hills, MI 48304
(248) 642-3700 / eladasz@dmms.com

Defendant's attorney, bar no., address, and telephone no.

Darwyn Fair (P31266)
535 Griswold, Suite 111-554
Detroit, MI 48226
(313) 967- 0595 / dpfair@dpfairlaw.com1. On 11-20-2020 an order for escrow was entered in this case.
Date

2. The conditions stated in the order for escrow have been met.

IT IS ORDERED:3. The escrow established by this court's order dated 11-20-2020 is released.

4. The escrow is disbursed as follows:

All funds in escrow are hereby released to Plaintiff.

Agreed to as to form and content:

Eric Ladasz (P65354)
Attorney for PlaintiffDarwyn Fair (P31266)
Attorney for Defendants

Dated: _____

Dated: _____

Date _____

Judge _____

Bar no. _____