



BAY MILLS
COMMUNITY COLLEGE
CHARTER SCHOOLS OFFICE

Jill Thompson
Michigan Department of Education
608 West Allegan Street
P.O. Box 30008
Lansing, MI 48909

Dear Ms. Thompson:

Attached please find the **CORRECTED** Contract Amendment No. 1 for Star International Academy. Please replace the prior Contract Amendment No. 1 with the CORRECTED Contract Amendment No. 1. The Academy began operating grades Pre-K through 8th grade at this additional facility located in Canton in the 2020-2021 academic year. The Charter Contract already included the physical plant description for the Canton facility, as well as the floor plan and site plan. This amendment incorporates the Purchase Agreement and the Certificate of Occupancy-Permanent. In addition, I have added the updated Schedule 7f Application and Enrollment of Students to reflect the maximum student enrollment at the Dearborn Heights site to 1,800 and the Canton site to 550. The effective date is August 25, 2020.

Please let me know if you need any further information.

Sincerely,

Mariah Wanic, Director of Charter Schools

Cc: Nawal Hamadeh, Hamadeh Educational Services

CORRECTED

CONTRACT AMENDMENT NO. 1

BETWEEN

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
(AUTHORIZING BODY)

AND

STAR INTERNATIONAL ACADEMY
(PUBLIC SCHOOL ACADEMY)

CORRECTED

CONTRACT AMENDMENT NO. 1

STAR INTERNATIONAL ACADEMY

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by the BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS ("College Board") to STAR INTERNATIONAL ACADEMY ("Academy") on July 1, 2018 ("Contract"), the parties agree to amend the Contract as follows:

A. Amend the Physical Plant Description for the 2020-2021 Academic Year.

1. Amend Contract Schedule 6: Physical Plant Description, include the Purchase Agreement and Certificate of Occupancy-Temporary for the Canton site located at 45081 Geddes Rd, 45165 Geddes Rd, and 45007 Geddes Rd, Canton, MI 48188, attached as Exhibit 1.
2. Amend Contract Schedule 7f: Application and Enrollment of Students, update this schedule to reflect the maximum student enrollment to be 1800 for the Dearborn Heights site and 550 for the Canton site, attached as Exhibit 2.

This amendment is hereby approved by the College Board and the Academy through their authorized designees and shall have an effective dates of August 25, 2020.



By: Mariah Wanic, Director of Charter Schools
Bay Mills Community College
Designee of the College Board

Dated: 4-27-21



By: Sabah Yassine, President
Star International Academy
Designee of the Academy

Dated: 04/27/2021

Exhibit 1

Purchase Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into as of November __, 2017 (the "Effective Date"), by and among Triumph Church, a Michigan nonprofit corporation, whose address is 2760 E. Grand Boulevard, Detroit, MI 48211 (the "Seller") and Star International Academy, a Michigan nonprofit corporation, whose address is 24425 Hass Street, Dearborn Heights, MI 48127 ("Buyer"). Seller and Buyer are each sometimes referred to herein as a "Party" or together, the "Parties."

RECITALS:

WHEREAS, Seller is the owner of that certain real property and all improvements thereto (including without limitation all parking areas, driveways and roads located thereon) located in the City of Westland, Wayne County, State of Michigan, commonly known as: (i) 45081 Geddes Rd, 45165 Geddes Rd, and 45007 Geddes Rd, Canton MI 48188-2143 (hereinafter referred to as the "Real Property") and specifically described in Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Seller desires to sell and Buyer desires to purchase the Property (as defined below) in accordance with and subject to the terms and conditions hereinafter set forth.

CONSIDERATION AND AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and each intending to be legally bound, the Parties hereto agree as follows:

1. **Purchase and Sale.** Upon the terms, covenants and conditions hereinafter set forth and in exchange for the Purchase Price (as defined below) Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase the Property. As used herein, "Property" includes all of the following:

- (A) the Real Property;
- (B) all buildings, structures and improvements now or hereafter placed on the Real Property, including, without limitation, all flooring, any and all mechanical, utility, plumbing, electrical, heating, air-conditioning and ventilation lines, fixtures, units and equipment systems and boilers (collectively, the "Improvements");
- (C) all tenements, easements, rights of way, hereditaments, privileges and appurtenances appertaining to the Real Property as well as any land lying in the bed of any street, road or avenue, open or proposed, at the foot of or adjoining the Real Property to the centerline thereof, which is owned by Seller;
- (D) any pending or future award made in condemnation of the Real Property and the Improvements or to be made in lieu thereof, and any unpaid award for damage to the Real Property and the Improvements by reason of change of grade of streets; and
- (E) all transferable or assignable licenses, permits, franchises and certificates of occupancy issued by any board, bureau, commission, department or body of any municipal, county, state or federal governmental or quasi-governmental unit, or any subdivision thereof, having, asserted or acquired jurisdiction over all of the Property or the management, operation, use or improvement thereof

("Governmental Authority"), relating to the use, maintenance or operation of the Real Property and the Improvements as well as any tangible personal property owned by Seller located on or about or arising out of the ownership of the Real Property and the Improvements.

(F) All plans and specifications relating to the construction of the Improvements and all transferrable or assignable unexpired claims warranties, guaranties and sureties received by Seller in connection therewith.

2. **Purchase Price.** The purchase price for the Property shall be Two Million Two Hundred Thousand Dollars and 00/100 Dollars (\$2,200,000.00) (the "Purchase Price"), payable as follows:

A. **Deposit.** Upon the Effective Date, Buyer shall deliver refundable Fifty Thousand and 00/100 Dollars (\$50,000.00) (the "Deposit") to First American Title Insurance Company (the "Title Company"), by certified check or wire transfer of immediately available federal funds in accordance with wire instructions provided by Title Company. Title Company shall place the Deposit in a non-interest-bearing bank account. The parties agree that the Deposit shall be held by the Title Company in escrow and disposed of only in accordance with the provisions hereof, including without limitation Section 3 hereof. If this transaction closes as provided herein, the Deposit and any interest which has accrued on the Deposit, shall be applied toward the Purchase Price at the Closing. If this transaction does not close as a result of any reason other than an Event of Default by Buyer, Title Company shall promptly return the Deposit in accordance with Section 3 below and to Buyer.

B. **Balance.** The Purchase Price shall be paid to Seller by Buyer, plus or minus closing adjustments and prorations, as the case may be, less the Deposit, by certified check or wire transfer of immediately available federal funds in accordance with wire instructions provided by Title Company for disbursement to Seller at Closing.

3. **Escrow.** Title Company by executing this Agreement agrees to hold and apply the Deposit and any interest earned thereon as provided in this Section 3. Title Company shall serve as escrow agent hereunder without remuneration other than reimbursement of out-of-pocket expenses, which shall be paid equally by Seller and Buyer. Title Company will deliver the Deposit to Seller or to Buyer, as the case may be, under the following conditions:

(A) to Seller, either: (i) upon consummation of the Closing; or (ii) upon receipt of written demand from Seller stating that Buyer has defaulted in the performance of this Agreement and describing the facts and circumstances underlying such default; provided, however, that Title Company shall not honor such demand until more than five (5) days after Title Company shall have delivered a copy of such demand to Buyer in accordance with the notice requirements described in Section 17 hereof, nor thereafter if the Title Company shall have received written notice of objection from Seller in accordance with the provisions of Section 3(C) hereof

(B) to Buyer, either: (i) the first business day following the Closing Date if the Closing has not occurred or the Parties have not executed an amendment extending the time for the Closing; or (ii) upon receipt of written demand from Buyer stating that Seller has defaulted in the performance of this Agreement and describing the facts and circumstances underlying such default; provided, however, that Title Company shall not honor such demand until more than five (5) days after Title Company shall have delivered a copy of such demand to Seller in accordance with the notice requirements described in Section 17 hereof, nor thereafter if Title Company shall have received written notice of objection from Seller in accordance with the provisions of Section 3(C) hereof.

(C) Upon the filing of a written demand for the Deposit by Buyer or Seller pursuant to subparagraph (A) or (B) of this Section 3, Title Company shall promptly deliver a copy thereof to the other party as above provided. The other party shall have the right to object to the delivery of the Deposit by delivering written notice of such objection to Title Company at any time within five (5) days after receiving written notice of such demand from Title Company, which notice shall set forth the basis for objecting to the delivery of the Deposit. Upon timely receipt of such notice, Title Company shall promptly deliver a copy thereof to the party who first filed the written demand and Title Company shall continue to hold the Deposit and may not deliver the Deposit to either Seller or Buyer until (i) Title Company receives written notice from Seller and Buyer directing the disbursement of said Deposit, in which case Title Company shall then disburse said Deposit in accordance with said direction, or (ii) in the event of litigation between Seller and Buyer, Title Company shall deposit the Deposit with the Clerk of the Court in which said litigation is pending, or (iii) Title Company takes such affirmative steps as Title Company may, at Title Company's option, elect in order to terminate Title Company's duties including, but not limited to, deposit in Court and an action for interpleader, the costs thereof to be borne by whichever of Seller or Buyer is the losing party.

(D) Title Company may act upon any instrument or other writing believed by it in good faith to be genuine and to be signed and presented by the proper person, and shall not be liable in connection with the performance of any duties imposed upon Title Company by the provisions of this Agreement, except for Title Company's own fulfillment default and gross negligence. Title Company shall have no duties or responsibilities except those set forth herein. Title Company shall not be bound by any modification of this Agreement, unless the same is in writing and signed by Buyer and Seller and, if the Title Company's duties or rights hereunder are affected, unless Title Company shall have given prior written consent thereof. In the event Title Company shall be uncertain as to Title Company's duties or rights hereunder, or shall receive instructions from Buyer or Seller which, in Title Company's opinion, are in conflict with any of the provisions hereof, Title Company shall be entitled to hold and apply the Deposit pursuant to Section 3.C(iii) above, and may decline to take any other action.

4. **Delivery of Documents by Seller.** Within ten (10) days after the Effective Date, Seller shall obtain and deliver or cause to be delivered to Buyer the following materials (collectively, the "Documents") to Buyer for its review:

A. **Property Documents.** A copy of all existing title policies, surveys, appraisals and environmental reports concerning the Property in the possession of Seller as well as copies of any service or management agreements, if applicable, with respect to the Property.

B. **Plans and Permits.** Copies of any and all architectural and engineering reports, architectural, structural, mechanical, engineering and as-built plans and specifications (the "Plans"); as well as permits, licenses and approvals concerning the Property and/or required by any Governmental Authority for the construction, occupancy, use and operation of the Property, including without limitation the certificate of occupancy (the "Permits") in the possession of Seller.

C. **Books and Records.** Copies of the property tax bills and utility bills for the Property for the fiscal year immediately preceding the Effective Date, in electronic form if available (the "Books and Records").

5. **Buyer's Due Diligence.**

A. **Title Review.**

(i) Title Commitment. Within fourteen (14) business days after the Effective Date, Seller shall deliver to Buyer a commitment to issue an ALTA owners policy of title insurance in the amount of the Buyer Price with respect to the Property ("Title Commitment") issued by the Title Company, together with legible copies of all documents underlying any encumbrances to title shown on the Title Commitment. The Title Commitment shall provide that the Title Company shall agree to insure title to the Property, in the amount of the Purchase Price (at a standard rate for such insurance) in the name of the Buyer, after delivery of the Deed, by a standard ALTA Owners Policy with all standard exceptions deleted (including the standard exception for mechanics liens). If there are any restrictive covenants, the Title Policy (defined below) shall provide affirmative insurance that any future violation thereof will not result in a forfeiture or reversion of title and further affirmative insurance that any exception for taxes shall apply only to taxes which are a lien but not yet due and affirmative insurance that the Improvements comply with all applicable zoning laws and regulations. Seller will pay and remove all monetary liens on any of the Property, including without limitation any liens for real estate or other taxes, at or prior to the Closing. Notwithstanding anything contained herein to the contrary, the Property shall be conveyed subject to the following matters, which shall be deemed to be Permitted Exceptions:

- (a) the lien of all ad valorem real estate taxes and assessments, if any, not yet due and payable as of the date of Closing, subject to adjustment as herein provided;
- (b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property; and
- (c) items which are or become Permitted exceptions pursuant to Sections 5(A)(iii) hereof

(ii) Title Objections. Within twenty (20) days of Buyer's receipt of the Title Commitment and the Survey (defined below), Buyer shall provide Seller with written notice of Buyer's objections thereto ("Title Objections"). Seller shall have the right, but not the obligation, within fifteen (15) days after receipt of Buyer's Title Objections, to provide Buyer with written notice of its intent to cure all or any of the Title Objections ("Seller's Notice"). If Seller fails to timely provide Seller's Notice, Seller shall be deemed to have refused to cure the Title Objections. Seller may cure any Title Objection by obtaining the Title Company's written agreement to make appropriate changes to the Title Commitment, which agreement may be conditioned on the provision of documents by Seller. If Seller declines to cure any Title Objection, Buyer may terminate this Agreement by written notice to Seller within ten (10) days after receipt of Seller's Notice, in which event the Deposit shall be returned to Seller. Buyer's failure to provide timely notice of Title Objections Buyer's Notice shall be deemed Buyer's waiver of the Title Objections. If Seller commits to cure and fails to cure any Title Objection on or before the Closing Date, such failure shall be a default by Seller hereunder. If Seller either elects not to cure or fails to cure any Title Objection(s), Buyer may waive such Title Objection(s) and elect to proceed to Closing. In the event that any update to the Title Commitment or the Survey reveal any additional encumbrances on title or matters of survey, Buyer shall have fifteen (15) days from the receipt thereof to provide Seller with written notice of any additional Title Objections.

B. Survey Review.

(i) Survey. Within forty-five (45) days after the Effective Date, Buyer shall obtain a currently certified as-built ALTA/NSPS survey of the Property prepared in accordance with the

Minimum Standard Detail Requirements for Land Title Surveys adopted by the American Land Title Association and the National Society of Professional Surveyors, including its Flood Plain designation, certified to Buyer and the Title Company including, without limitation, (1) the courses and measured distances of the exterior property lines of the Property, (2) the total square foot area of the Property, (3) the location and number of parking spaces, (4) the location of the Improvements, the dimensions thereof at the ground surface level and the distance therefrom to the facing exterior property lines of the Property, (5) the location of adjoining streets, (6) the location of setback lines and easements, identified by the book and page of recording of the instrument of record, if any, creating same, and (7) the location of encroachments, if any, upon the Property (the "Survey"). The legal description of the Property shall be set forth on the Survey.

C. Inspection of the Property. Buyer and its agents and representatives shall be permitted to make a complete physical inspection of the Property, including without limitation, soil testing, testing for asbestos or materials containing asbestos, formaldehyde, lead based paint and aluminum wiring and/or any material defined as a hazardous substance ("Hazardous Materials") under the Comprehensive Environment Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act, or any laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all Governmental Authorities (collectively, "Legal Requirements") regulating the storage, dumping or other disposition of Hazardous Material, as any of those laws may have been amended to the date hereof, and the administrative regulations promulgated thereunder prior to the date hereof (collectively, "Environmental Laws"), seismic testing, soils testing, surveys and an engineer's inspection of the Improvements, to examine any Documents, and the compliance of the Property with, and the proposed operation of the Property in accordance with, all Legal Requirements. Seller shall cooperate with and permit Buyer in the making of the foregoing investigations. Buyer understands and agrees that any on-site inspections of the Property shall be conducted during business hours (8 a.m. – 5 p.m.) upon at least twenty-four (24) hours' prior notice to Seller and in the presence of Seller or its representative Buyer agrees to release Seller, to the extent permitted by law, indemnify against and hold Seller harmless, from any claim for liabilities, costs, expenses (including reasonable attorneys' fees) damages or injuries arising out of or resulting from the inspection of the Property by Buyer or its agents except to the extent proximately caused by Seller's negligent acts or omissions. All inspections shall occur at reasonable times agreed upon by Seller and Buyer, shall be conducted so as not to interfere unreasonably with use of the Property by Seller and Buyer agrees to take reasonable efforts to repair any damage to, and restore the Property to its condition existing prior to initiation of activities permitted under this Section. Buyer also agrees to maintain comprehensive general liability (occurrence) insurance in terms and amounts satisfactory to Seller covering any accident arising in connection with the presence of Buyer, its agents and representatives on the Property. Notwithstanding anything to the contrary in this Agreement, the release, indemnity and hold harmless provisions contained in this section of the Agreement shall survive the Closing or any prior termination of this Agreement.

D. Environmental Reports. As part of Buyer's due diligence and inspection of the Property, after the Effective Date, Buyer may obtain (and Seller will cooperate with Buyer in obtaining) a Phase I Environmental Site Assessment issued by a qualified environmental engineering firm on the Property (a "Phase I Report") and, if Buyer, in Buyer's sole discretion, deems it necessary to obtain a Phase II Environmental Site Assessment (a "Phase II Report"). Buyer shall bear the cost of obtaining the Phase I Report and the Phase II Report.

E. Appraisal. As part of Buyer's due diligence and inspection of the Property, after the Effective Date, Buyer shall obtain an Appraisal of the Property (an "Appraisal"). Buyer's

obligations under this Agreement shall be contingent upon Buyer's obtaining an Appraisal of the Property satisfactory to Buyer showing the value of the Property to be equal to or greater than the Purchase Price. Buyer shall bear the cost of obtaining the Appraisal.

F. Diligence Expiration Date. On or before the date that is ninety (90) days from the Effective Date (the "Diligence Expiration Date", and the period from the Effective Date through the Diligence Expiration Date being called the "Inspection Period"), Buyer shall, in its sole and absolute discretion, for any reason or no reason, provide Seller and Title Company with written notice of its intent to proceed to Closing and purchase the Property. If Buyer fails to notify Seller and Title Company of its decision on or before the Diligence Expiration Date, Buyer shall be deemed to have notified Seller and Title Company on the Diligence Expiration Date that Buyer does not intend to proceed to Closing and purchase the Property. Buyer's provision of any notice of its intent to proceed shall not in any way affect or vitiate Seller's representations and covenants made herein or the conditions precedent to Closing set forth herein.

G. Option to Renewed Inspection Period. Notwithstanding anything stated the contrary, in the event Buyer is unable to complete its Inspection of the Property within the Inspection Period, Buyer shall have the option to renew the Inspection Period for two (2) additional thirty (30) day periods (the "Renewed Inspection Period") and the Deposit shall become non-refundable and payable to Seller. Buyer shall exercise its Renewed Inspection Period Right by submitting a written request ten (10) days before the expiration of the Inspection Period and upon the delivery of nonrefundable Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) as an additional deposit to Title Company for each such renewal. Notwithstanding the foregoing or anything contained herein to the contrary, Seller have the right during the second Renewed Inspection Period to relist and market the Property for sale. If during such additional Renewed Inspection Period, Seller receives an offer to purchase the Property from any other party, Buyer shall have the right of first refusal to purchase the Property under the terms contained herein with closing to occur within thirty (30) days from and after the date Seller notifies Buyer of such offer. In the event Buyer fails to exercise its right of first refusal, and Seller proceeds to a closing with a third party, Seller shall refund to Buyer all deposit payments.

6. Closing.

A. Closing Date. The closing of the transaction contemplated hereby and matters to be performed under this Agreement incident to the conveyance of the Property and the payment of the Purchase Price (collectively, the "Closing") shall be performed concurrently at the offices of the Title Company or at such other location as may be agreed upon by the Parties on or before the date that is fifteen (15) days after the Diligence Expiration Date, as the same may be extended (the "Closing Date"). All documents to be delivered at the Closing and all payments to be made shall be delivered on the Closing Date, in escrow, pending the satisfaction of the conditions to Closing set forth herein. It is acknowledged that time is of the essence of this Agreement.

B. Conditions Precedent to Buyer's Obligations. It is a condition precedent to Buyer's obligation to proceed to Closing that each of the following conditions be fulfilled on or before the Closing Date:

- (i) All of Seller's representations and warranties hereunder are true and correct as of the Closing Date and Seller has performed all of its covenants and obligations and complied with all conditions required by this Agreement to be performed

or complied with by it on or before the Closing Date;

(ii) Seller shall have made Seller's Closing deliveries as provided in Section 7 and all documents and proceedings of Seller with respect to the transactions contemplated hereby shall be as described herein and reasonably satisfactory to Buyer's counsel and shall be satisfactory to the Title Company;

(iii) All of Buyer's Title Objections shall either be cured by Seller or waived by Buyer;

(iv) Such evidence as Seller and/or the Title Company may reasonably require as to the authority of the person or persons executing documents on behalf of Buyer and approving the transactions contemplated by this Agreement, including, but not limited to resolutions of the Buyer, the authorizing body of Buyer, approving and authorizing the consummation of the purchase of the Property on the terms set forth herein.

(v) Seller shall pay or cause to be paid all costs and expenses described herein as allocated to Seller, including without limitation, those allocated to Seller in Section 8(A) hereof;

(vi) The Board of Regents of Oakland University, the authorizing body of Buyer, shall have approved and authorized the consummation of the purchase of the Property on the terms set forth herein;

(vii) Buyer shall have received all the necessary zoning, permits, site plan, and any other approvals necessary from the City of Canton, the Michigan Department of Labor and Economic Growth, and any other Government Authority needed for Buyer to construct a school facility on the Real Property.

(viii) Buyer shall have received an ALTA owner's policy of title insurance (or a markup of the Title Commitment) in the amount of the Purchase Price insuring Seller as owner of fee simple title to the Property subject only to Permitted Encumbrances together with such endorsements as Buyer may require (the "Title Policy").

If any condition to Buyer's obligations hereunder is not fulfilled, Buyer shall have no obligation to proceed to Closing and Buyer may elect to terminate this Agreement and obtain a refund of the Deposit.

7. Deliveries.

A. Seller's Closing Deliveries. Seller shall deliver or cause to be delivered at the Closing the following:

(i) A duly executed and acknowledged Warranty Deed, in the form attached hereto as Exhibit B (the "Deed").

(ii) A certification ("Non-Foreign Certification") duly executed by Seller under penalty of perjury in the form of Exhibit C. If the Seller shall fail or be unable to deliver the same, then Buyer shall have the right to withhold such portion of the Purchase Price as may be necessary, in the opinion of the Buyer or its counsel, to comply with

Section 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended.

(iii) A Real Estate Transfer Tax Valuation Affidavit in the form proscribed under Michigan law (which also shall be filed by Seller) together with all state, county and local real estate conveyance, stamp and similar taxes and any transfer taxes due upon Closing or required to be paid upon recording of the Deed.

(iv) Originals of all Documents if not already provided.

(v) A Seller's affidavit and such other documents, instruments and indemnities as the Title Company may require executed by Seller in order to omit from the title policy all exceptions for parties in possession and mechanic's and materialmen's liens.

(vi) A certificate by Seller to the effect that all of the representations and warranties of Seller hereunder remain true and correct as of the Closing.

(vii) Certified resolutions of the Seller authorizing all the transactions contemplated in this Agreement, a good standing certificate from the State of Michigan and certified copies of the Articles of Incorporation of Seller as well as any other documents or agreement required by Title Company to issue the Title Policy.

(viii) An assignment of all warranties and guarantees, if any (including, without limitation, roof bonds), received from contractors for services rendered in connection with, or for fixtures, equipment and materials installed in the Improvements.

B. Buyer's Closing Deliveries. Buyer shall deliver or cause to be delivered at the Closing the following:

(i) The Purchase Price.

(ii) A Property Transfer Affidavit in the form proscribed under Michigan law (to be filed by Title Company).

(iii) A certificate by Buyer to the effect that all of the representations and warranties of Buyer hereunder remain true and correct as of the Closing.

8. Closing, Adjustments and Payments. At the Closing, closing adjustments and payments shall be paid and prorations made as follows:

A. Closing Costs.

(i) Seller's Closing Costs. Seller shall pay the cost of the Title Commitment, transfer, documentary stamp taxes imposed on the transfer of title to the Property, and such other customary and reasonable expenses (whether incurred prior to or after the Closing Date) as are normally and reasonably incurred in connection with the type of transactions described herein. Seller shall also pay its own attorney's fees and its Broker's fee (if any).

(ii) Buyer's Closing Costs. Buyer shall pay all the cost to record the Deed

and any Seller financing documents, the Title Policy, the Survey, the Phase I Report, if needed, the Phase II Report, the Appraisal, the costs related to any financing obtained by Buyer with respect to the transactions contemplated by this Agreement and costs incurred in connection with the Buyer's inspection of the Property. Buyer shall also pay its own attorney's fees.

B. Prorations.

(i) Taxes. Real and personal property taxes and general and special assessments and other taxes imposed on the owner of the Property, as owner, shall be prorated through the Closing Date on the basis of the due date for such taxes and assessments.

(ii) Utilities. Charges and assessments for sewer and water and other utilities, including charges for consumption of electricity, steam and gas and any other receipts or charges, as applicable, shall be apportioned by Buyer and Seller as of the Closing Date.

C. Use of Proceeds to Clear Title. Any unpaid taxes, assessments, water charges and sewer rents, together with the interest and penalties thereon to Closing Date, and any other liens and encumbrances which Seller is obligated to pay and discharge together with the cost of recording and filing any instruments necessary to discharge such liens and encumbrances of record, may be paid out of the proceeds of the monies payable on the Closing Date.

9. Defaults and Remedies.

A. Purchaser's Default. In the event of a default by Buyer hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Purchaser, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit.

B. Seller's Default. In the event of a default by Seller hereunder, which default remains uncured for a period of ten (10) days after written notice thereof is received by Seller, in addition to any rights or remedies Buyer may have at law or equity, Buyer may: (a) waive the default and proceed to Closing in accordance with the terms of this Agreement; (b) seek specific performance of this Agreement, including the right to seek temporary, preliminary and permanent injunctive relief to prevent defaults or threatened defaults, without posting any bond or other undertaking; or (c) terminate this Agreement and receive a refund of the Deposit, with all interest earned thereon.

10. Seller's Representations and Warranties. Seller warrants, represents, covenants and agrees that the following are true as of the Effective Date and will be true on the Closing Date:

A. Seller's Title. Seller has good, indefeasible and marketable title to the Property, free and clear of all liens and encumbrances.

B. Delivery of Written Materials. To the best of Seller's knowledge, all of the documents delivered by Seller under Sections 4 and 5 hereof are true and accurate in all material respects.

C. Governmental Regulations. Seller has received no written notice of any violation or alleged violation of any legal requirement, including, without limitation, any notice of violation or alleged violation of any local, state or federal environmental, zoning, handicap or fire law, ordinance,

code, regulation, rule or order with respect to the Property.

D. Pending or Threatened Actions. Seller has received no written notice of any pending or threatened (i) litigation, (ii) condemnation eminent domain or similar proceeding, (iii) special assessments; or (iv) zoning action affecting the Property.

E. Other Agreements. There are no agreements or understandings, oral or written, with any person, entity or Governmental Authority affecting the Property, including without limitation service contracts specifically identified by Buyer at close of due diligence periods. Seller has neither done nor failed to do anything, nor has suffered anything, nor has suffered anything to be done, as a result of which the Property or any part thereof will be encumbered or title thereto will be affected in any way on the Closing Date. Other than Buyer pursuant to this Agreement, no person, firm or entity has any present, conditional or contingent rights to acquire all or any portion of the Property.

F. Due Authorization. Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement. The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder in accordance with all of the terms and conditions hereof require no further action or approval in order to constitute this Agreement as a fully binding and enforceable obligation of Seller.

G. Hazardous Materials. To Seller's best knowledge and belief, (i) no portion of the Property has been used as a land-fill or as a depository for any waste materials, and (ii) no Hazardous Materials are located upon or under the surface of the Property or which would otherwise result in a violation of any state, federal or local environmental law, rule or regulation.

H. Taxes. Seller shall have fully paid, on or before the Closing Date, all taxes and assessments (whether or not payable in installments) and all other such impositions of any kind imposed or levied by any Governmental Authority against the Property which shall have become due and payable or constitute a lien on or prior to the Closing Date, together with all interest and penalties due thereon.

I. Licenses and Permits. The Property is legally occupied and all required permanent certificates of occupancy, fire and health approvals and all permits and licenses, required by any Governmental Authority and necessary to operate, occupy or use the Property have been issued, are unexpired and unconditional, and are assignable to Buyer and will be assigned to Buyer on the Closing Date, and will not be modified or rescinded prior to the Closing Date and will be in full force and effect on the Closing Date; except that the foregoing shall not include licenses and permits issued to Seller in connection with the operation of its business and which are personal to Seller.

J. Insurance. There is now and shall be on the Closing Date, fully paid and enforceable fire, liability and other forms of insurance in such amounts and covering such risks as are sufficient to protect the Property, and to protect, to a reasonable and prudent extent, all owners of the Property against any loss, damage, claim or liability.

11. Buyer's Representations and War ranties. Buyer hereby makes the following representations and warranties to Seller as of the Effective Date:

A. Due Authorization. Buyer has full power to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the provisions of Section 6(B)(iv) above, the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder in

accordance with all of the terms and conditions hereof require no further action or approval in order to constitute this Agreement as a fully binding and enforceable obligation of Buyer,.

12. **Actions After the Effective Date.** Between the Effective Date and the Closing Date Seller covenants and agrees as follows:

A. **Title.** Seller shall not make any changes in the condition of title to the Property except as required hereunder.

B. **Maintenance and Operation of Property.** Seller shall maintain the Property in its current condition, subject only to ordinary wear and tear, shall maintain existing insurance coverage in full force and effect, and shall operate and maintain the Property in accordance with Seller's existing practices as of the Effective Date.

C. **Fixtures and Equipment.** Seller shall not remove any equipment or fixtures located in or on the Property, except as required for repair or replacement. All replacements of shall be free and clear of liens and encumbrances and shall be of quality at least equal to the replaced items and shall be deemed included in this sale, without cost or expense to Buyer.

D. **Documents and Agreements.** Seller shall not make or permit any change or amendment to any of the Documents, shall not make any other agreement, permit or approval concerning the Property without Buyer's written consent, not to be unreasonably withheld or delayed.

13. **Survival.**

A. All the representations, warranties and covenants provided by Seller shall be deemed to be continuing warranties, representations, covenants and agreements and shall survive the Closing and be operative after delivery of the Deed to Buyer for a period of one (1) year and shall not be deemed to have been merged in the Deed. No claim for a breach of any representation or warranty of Seller shall be actionable or payable (a) if the breach in question results from or is based on a condition, state of facts or other matter which was known to Buyer prior to Closing and (c) an action shall have been commenced by Purchaser against Seller within fifteen months from and after the Closing.

B. Seller agrees to indemnify and hold Buyer harmless against all claims, liabilities, losses, deficiencies and damages as well as reasonable expenses (including reasonable attorney's fees), interest and penalties related thereto, asserted by any third party against, or incurred by Buyer by reason of or resulting from any breach, inaccuracy, incompleteness or nonfulfillment of the covenants, representations and warranties of Seller contained in this Agreement.

14. **Damage to Property.** If the Property or any part thereof (i) is damaged by casualty or (ii) is taken by exercise of the power of eminent domain prior to the Closing Date, Seller shall promptly notify Buyer, but in no event more than thirty-six (36) hours after the occurrence of such event. Within ten (10) days after such notice, Buyer shall give notice that it elects to (a) terminate this Agreement, in which event Title Company shall return the Deposit and accrued interest thereon to Buyer and the parties shall have no further obligations hereunder, or (b) proceed to Closing, in which event Seller shall assign to Buyer all insurance proceeds attributable to the Property arising from the casualty, or pay over or assign to Buyer all awards recovered or recoverable on account of such taking as the case may be. If Seller's notice is given within ten (10) days prior to the Closing Date, the Closing Date shall be extended to a date three (3) days after the expiration of Buyer's ten-day period.

15. **Successors and Assigns.** The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Buyer's rights hereunder are freely assignable to an entity to be formed without the consent of Seller.

16. **Entire Agreement.** This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written. The parties intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence may be introduced in any proceeding involving this Agreement.

17. **Notices.** All notices required to be given or given hereunder shall be in writing or by telecommunication device capable of creating written record, including without limitation, facsimile (provided the facsimile is followed by certified mail delivery with return receipt), and shall be deemed to have been received when delivered by hand, courier, or facsimile (provided proved by certified mail receipt), or if mailed, then five (5) days after deposit of the same in the United States Mail, provided the notice is sent by certified mail with all postage fully prepaid thereon, and addressed to the receiving Party at the address first set forth above. Notices sent to Seller shall be addressed to the attention of Dora Brown, Chief Financial Officer and notices sent to Buyer shall be addressed to the attention of Nawal Hamadeh or to such other person or address as the Party receiving such notice shall have requested in writing in accordance with the provisions of this Section 17.

18. **Exhibits.** All exhibits attached hereto are incorporated herein by reference thereto.

19. **Time.** Time is of the essence of every provision herein contained.

20. **Applicable Law.** This Agreement shall be governed by the laws of the State of Michigan.

21. **No Oral Modification or Waiver.** This Agreement may not be changed or amended orally, but only by an agreement in writing, signed by both parties hereto. No waiver shall be effective hereunder unless given in writing, and waiver shall not be inferred from any conduct of either party.

22. **Brokerage Commission.** Seller shall indemnify, defend and hold Buyer harmless from and against any claims for a fee, commission or other compensation by any broker, finder or person who shall claim to have dealt with Seller in connection with the Property and this Agreement and for all costs incurred by Buyer in connection with such claims including, without limitation, reasonable attorneys' fees and court costs. The provisions of this Section shall survive the Closing.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

24. **Multiple Sellers.** If there is more than one person or entity that is the "Seller" hereunder, then the obligations, representations, warranties and covenants of each Seller are only with respect to that part of the Property that is owned by such Seller. If either Seller cannot or will not fulfill its obligations hereunder, then Buyer may either waive such default and proceed to Closing with respect to that portion of the Property owned by the non-defaulting Seller, or Buyer may elect to terminate this Agreement and receive a full refund of the Deposit plus any interest earned thereon.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement under seal the day and year first above written, which shall be the date the last of Seller and Buyer shall have signed this Agreement below.

SELLER:

TRIUMPH CHURCH
a Michigan nonprofit corporation

By: _____

Its: President

Date:: _____

BUYER:

STAR INTERNATIONAL ACADEMY
a Michigan nonprofit corporation

By:  _____

Its: Sebah Yassine

Date: 10-25-17

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

As escrow agent under Section 3 hereof only.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement under seal the day and year first above written, which shall be the date the last of Seller and Buyer shall have signed this Agreement below.

SELLER:

TRIUMPH CHURCH
a Michigan nonprofit corporation

By: Samuel Kintobu Jr.

Its: Pastor

Date: 11/21/17

BUYER:

STAR INTERNATIONAL ACADEMY
a Michigan nonprofit corporation

By: _____

Its: _____

Date: _____

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

As escrow agent under Section 3 hereof only.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement under seal the day and year first above written, which shall be the date the last of Seller and Buyer shall have signed this Agreement below.

SELLER:

TRIUMPH CHURCH
a Michigan nonprofit corporation

By: _____

Its: President

Date: _____

BUYER:

STAR INTERNATIONAL ACADEMY
a Michigan nonprofit corporation

By: _____
[Signature]

Its: Board President

Date: 11-16-17

Accepted

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____

Title: _____

Date: _____

As escrow agent under Section 3 hereof only.

EXHIBIT A

EXHIBIT B

Form of Warranty Deed

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That grantor ,Triumph Church, a Michigan nonprofit corporation, with an address of 2760 E. Grand Boulevard, Detroit, MI 48211 (“Seller”)

Convey(s) and Warrant(s) to grantee Star International Academy, a Michigan nonprofit corporation, with an address of 24425 Hass Street, Michigan 48127 (“Purchaser”)

the following described premises situated in the City of Canton, Wayne County, Michigan, to wit:

SEE ATTACHED EXHIBIT A

together with all tenements, hereditaments, improvements and appurtenances thereto belonging or in anywise appertaining thereto, subject to the restrictions and encumbrances described on Exhibit B attached hereto, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

The grantor grants to the grantee the right to make all available divisions relating to the property under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated and effective as of _____.

Grantor

STATE OF MICHIGAN }
 } SS
 COUNTY OF WAYNE }

The foregoing instrument was acknowledged before me this _____ by, _____, the
 _____ of _____, on behalf of the company.

 Print Name:
 Notary Public, _____ County, Michigan

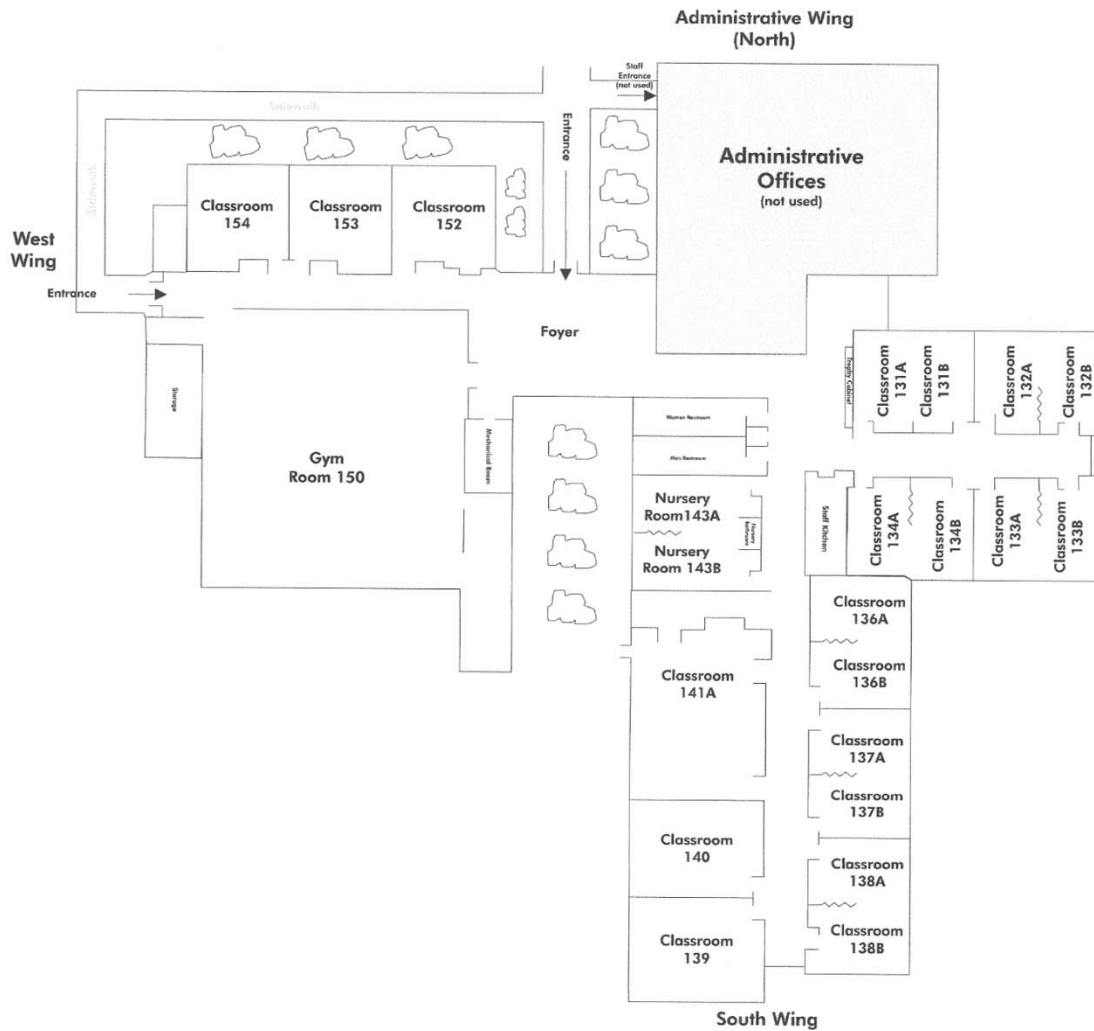
My commission expires:

City Treasurer's Certificate		
When Recorded Return To: Intesar A. Elder, Esq. Lewis & Munday, P.C. 660 Woodward Ave., Suite 2490 Detroit, MI 48221	Send Subsequent Tax Bills To: Grantee	Drafted By: Intesar A. Elder, Esq. Lewis & Munday, P.C. 660 Woodward Ave., Suite 2490 Detroit, MI 48221
Tax Parcel # See Attached Exhibit A Transfer Tax		Recording Fee

**EXHIBIT A
TO WARRANTY DEED**

LEGAL DESCRIPTION OF PROPERTY

New West Overall Layout



Land in the City of Canton, County of Wayne, State of Michigan being more particularly described as:

34F1A1B THAT PART OF THE N W 1/4 OF SEC 34 DES AS BEG AT A POINT ON THE CEN LINE OF GEDDES RD DIST DUE S ALONG THE W LINE OF SAID SECTION 590.73 FT AND S 77D 09M 30SEC E 584.79 FT FROM THE N W COR OF SEC 34 AND PROC TH S 77D 09M 30SEC E ALONG SAID CE NTER LINE 547.16 [FT. TH](#) S 2D 34M 30SEC E 566.37 [FT. TH](#) N 87D 25M 30SEC E 221.12 [FT. TH](#) S 2D 21M 55SEC E 38.91 [FT. TH](#) S 15D 06M W 22.13 [FT. TH](#) S 87D 25M 30SEC W 214.26 [FT. TH](#) N 2D 34M 30SEC W 5.30 FT TH DUE W 201.36 FT DUE N 60.0 [FT. TH](#) DUE WEST 510.0 [FT. TH](#) DU E NORTH 504.70 [FT. TH](#) S 77D09M 30SEC E 153.85 [FT. TH](#) DUE NORTH 211.54 FT TO THE POB 10.03 ACRES

Commonly Known as 45081 Geddes Rd Tax Parcel ID 71134990018000

Land in the City of Canton, County of Wayne, State of Michigan being more particularly described as:

34F1A1A1 THAT PART OF THE N W 1/4 OF SEC 34 DES AS BEG AT A POINT ON THE CENTER LINE OF GEDDES ROAD DISTANT DUE SOUTH 590.73 FT S 77D 09M 30SEC E 430.94 FT FROM THE NW COR OF SEC 34 PROCEEDING TH S 77D 09M 30SEC E ALONG SAID LINE 153.85 FT DUE SOUTH 211.54 FT. TH N 77D 09M 30SEC W 153.85 FT. TH DUE NORTH 211.54 FT TO THE POB 0.73 ACRE

Commonly Known as 45165 Geddes Tax Parcel ID 7113499009000

Land in the City of Canton, County of Wayne, State of Michigan being more particularly described as:

34F1B THAT PART OF THE N W 1/4 OF SEC 34 DES AS BEG AT A POINT ON THE CEN LINE OF GEDDES RD DIST S 590.70 FT AND S 77D 09M 30SEC E 1163.07 FT FROM THE N W COR OF SEC 34 AND PROCEEDING TH S 2D 34M 30SEC E 304.0 FT. TH S 88D 26M E 192.50 FT. TH N 2D 04 M E 2 60.0 FT TO THE CENTER LINE OF GEDDES ROAD TH N 77D 09M 30SEC W ALONG SAID CENTER LINE 221.0 FT TO THE POB 1.32 ACRES

Commonly Known as 45007 Geddes Tax Parcel ID 71134990022000

**EXHIBIT B
TO WARRANTY DEED
PERMITTED ENCUMBRANCES**

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

To inform Star International Academy (the "Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property to the Transferee by _____ (the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder);
2. The Transferor's U.S. employer identification number is _____; and
3. The Transferor's office address is: _____
_____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: _____

"Transferor"

By: _____

Its: _____

BLOOMFIELD 50175-1 1937519v2

EXHIBIT A TO COVENANT DEED

LEGAL DESCRIPTION

Land Situated in the Township of Canton in the County of Wayne in the State of MI:

Parcel 1:

Part of the Northwest one-quarter of Section 34, Town 2 South, Range 8 East, described as follows: Commencing at a point in the center of Geddes Road, which part is South 590.70 feet and South 77 degrees 09 minutes 30 seconds East 1163.07 feet from the Northwest corner of Section 34; thence South 2 degrees 34 minutes 30 seconds East 304.0 feet to a point, thence South 88 degrees 26 minutes East 192.50 feet to a point, thence North 2 degrees 04 minutes East 260 feet to the center of Geddes Road, thence North 77 degrees 09 minutes 30 seconds West 221.0 feet along the center of Geddes Road to the place of beginning, except any part used for highway purposes.

Parcel 2:

All that part of the Northwest 1/4 of Section 34, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as: Beginning at a point in the centerline of Geddes Road, 66 feet wide, which point is distant due South 590.73 feet along the West line of Section 34 and South 77 degrees 09 minutes 30 second East, 584.79 feet along the centerline of Geddes Road from the Northwest corner of Section 34, Town 2 South, Range 8 East, Michigan; thence along the centerline of Geddes Road South 77 degrees 09 minutes 30 seconds East, 547.16 feet; thence South 2 degrees 34 minutes 30 seconds East, 566.37 feet; thence North 87 degrees 25 minutes 30 seconds East 221.12 feet; thence South 2 degrees 21 minutes 55 seconds East, 38.91 feet; thence South 15 degrees 06 minutes West 22.13 feet; thence South 87 degrees 25 minutes 30 seconds West, 214.26 feet; thence North 2 degrees 34 minutes 30 seconds West 5.30 feet; thence due West 201.36 feet; thence due North 60 feet thence due West 510.00 feet; thence due North 504.70 feet; thence South 77 degrees 09 minutes 30 seconds East 153.85 feet; thence due North 211.54 feet to the place of beginning.

Parcel 3:

Beginning at a point due South 590.73 feet and South 77 degrees, 09 minutes, 30 seconds, East 430.94 feet from the Northwest corner of Section 34, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, thence South 77 degrees, 09 minutes, 30 seconds East along the center line of Geddes Road 153.85 feet; thence due South 211.54 feet; thence North 77 degrees, 09 minutes, 30 seconds West 153.85 feet; thence due North 211.54 feet to the point of beginning.

Also described as:

That part of the Northwest ¼ of Section 34, Town 2 North, Range 8, described as beginning at a point on the center line of Geddes Road, distance due South 590.73 ft. South 77 degrees 09' 30" East 430.94 ft. from the Northwest corner of Section 34, thence South 77 degrees 09' 30" East along said line 153.85 Ft, due South 211.54 ft., thence North 77 degrees 09' 30" West 153.85 ft, thence due North 211.54 ft. to the point of beginning.

Tax Id Number(s): 71-134-99-0022-000, 71-134-99-0018-000, 71-134-99-0009-000
Commonly Known As: 45081, 45007, 45165 Geddes Road , Canton, MI 48188

Received

L-4260

Property Transfer Affidavit

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory. This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.
Canton Township Treasurer's Office

1. Street Address of Property 45165, 45007 and 45081 Geddes Road, Canton, MI 48188	2. County Wayne	3. Date of Transfer (or land contract signed) June 27, 2018
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Township of Canton	5. Purchase Price of Real Estate 2,200,000.00	6. Seller's (Transferor) Name Triumph Church
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 71-134-99-0009-000; 71-134-99-0022-000; 71-134-99-0018-000	8. Buyer's (Transferee) Name and Mailing Address Star International Academy 24425 Hass Street, Dearborn Heights, MI 48127	9. Buyer's (Transferee) Telephone Number (313)590-7663

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. Transfers include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No		15. Amount Financed (Borrowed)


EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ Transfer from one spouse to the other spouse
- ☐ Change in ownership solely to exclude or include a spouse
- ☐ Transfer between certain family members *(see page 2)
- ☐ Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ Transfer to effect the foreclosure or forfeiture of real property
- ☐ Transfer by redemption from a tax sale
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ Transfer resulting from a court order unless the order specifies a monetary payment
- ☐ Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ Transfer to establish or release a security interest (collateral)
- ☐ Transfer of real estate through normal public trading of stocks
- ☐ Transfer between entities under common control or among members of an affiliated group
- ☐ Transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ Transfer of land with qualified conservation easement (land only - not improvements)
- ☐ Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name Sabah Yassine		
Signature 	Date 06/27/2018	
Name and title, if signer is other than the owner Board President	Daytime Phone Number (313) 565-0507	E-mail Address info@starpssa.org

18 JUL - 5 PM 10:55

Bernard J. Youngblood
Wayne County Register of Deeds

2018213091

L: 54489 P: 1045

07/05/2018 12:21 PM WD Total Pages: 3



**P.A. 327 OF 1968
AFFIDAVIT FILED**

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That grantor, TRIUMPH CHURCH, a Michigan nonprofit corporation, with an address of 2760 E. Grand Boulevard, Detroit, MI 48211 ("Seller")

Convey(s) and Warrant(s) to grantee STAR INTERNATIONAL ACADEMY, a Michigan nonprofit corporation, with an address of 24425 Hass Street, Dearborn Heights, Michigan 48127 ("Purchaser")

the following described premises situated in the City of Canton, Wayne County, Michigan, to wit:

SEE ATTACHED EXHIBIT A

together with all tenements, hereditaments, improvements and appurtenances thereto belonging or in anywise appertaining thereto for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged.

The grantor grants to the grantee the right to make all available divisions relating to the property under section 108 of the land division act, Act No. 288 of the Public Acts of 1967. This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Dated and effective as of June 27, 2018.

Grantor

TRIUMPH CHURCH.

By: Solomon Kinkoch Jr.
Solomon Kinkoch Jr.

Its: President

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of this instrument. No representation is made as to the status of any tax liens or taxes owed to any other entities.

No: 18683 Travis Robinson Not Examined
Date: 7/9/18 WAYNE COUNTY TREASURER Clerk CB

MICHIGAN REAL ESTATE TRANSFER TAX
Wayne County Tax Stamp #485915
07/05/2018
Receipt# 18-191858 L: 54489 P: 1045
State Tax: \$16500.00 County Tax: \$2420.00



RECEIVED
MICHIGAN REAL ESTATE TRANSFER TAX
WAYNE COUNTY
07/05/2018
#485915
18-191858 L: 54489 P: 1045
\$16500.00 \$2420.00

STATE OF MICHIGAN }
 } SS
 COUNTY OF WAYNE }

The foregoing instrument was acknowledged before me this June 27, 2018 by, Solomon Kinloch, Jr., the President of Triumph Church, on behalf of the corporation is either personally known to me or presented satisfactory evidence of identity to me.

Notary Public,
 Acting in Oakland County, Michigan
 My commission expires:



City Treasurer's Certificate		
When Recorded Return To: Intesar A. Elder, Esq. Lewis & Munday, P.C. 535 Griswold, Suite 2300 Detroit, MI 48226	Send Subsequent Tax Bills To: Grantee <u>Star International Academy</u> <u>24425 Hays Street</u> <u>Dearborn Heights, MI</u> <u>48127</u>	Drafted By: Intesar A. Elder, Esq. Lewis & Munday, P.C. 535 Griswold, Suite 2300 Detroit, MI 48226
Tax Parcel # See Attached Exhibit A Transfer Tax		Recording Fee

EXHIBIT A

Land situated in the Township of Canton, County of Wayne, State of Michigan, is described as follows:

PARCEL 1:

Beginning at a point due South 590.73 feet and South 77 degrees, 09 minutes, 30 seconds, East 430.94 feet from the Northwest corner of Section 34, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, thence South 77 degrees, 09 minutes, 30 seconds East along the center line of Geddes Road 153.85 feet; thence due South 211.54 feet; thence North 77 degrees, 09 minutes, 30 seconds West 153.85 feet; thence due North 211.54 feet to the point of beginning.

ALSO DESCRIBED AS:

That part of the Northwest 1/4 of Section 34, Town 2 North, Range 8, described as beginning at a point on the center line of Geddes Road, distance due South 590.73 feet and South 77 degrees 09 minutes 30 seconds East 430.94 feet from the Northwest corner of Section 34, thence South 77 degrees 09 minutes 30 seconds East along said line 153.85 feet, due South 211.54 feet, thence North 77 degrees 09 minutes 30 seconds West 153.85 feet, thence due North 211.54 feet to the point of beginning.

PARCEL 2:

Part of the Northwest one-quarter of Section 34, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as follows: Commencing at a point in the center of Geddes Road, which point is South 590.70 feet and South 77 degrees 09 minutes 30 seconds East 1163.07 feet from the Northwest corner of Section 34; thence South 02 degrees 34 minutes 30 seconds East 304.0 feet to a point, thence South 88 degrees 26 minutes East 192.50 feet to a point, thence North 2 degrees 04 minutes East 260 feet to the center of Geddes Road, thence North 77 degrees 09 minutes 30 seconds West 221.0 feet along the center of Geddes Road to the place of beginning, except any part used for highway purposes.

PARCEL 3:

All that part of the Northwest 1/4 of Section 34, Town 2 South, Range 8 East, Canton Township, Wayne County, Michigan, described as: Beginning at a point in the centerline of Geddes Road, 66 feet wide, which point is distant due South 590.73 feet along the West line of Section 34 and South 77 degrees 09 minutes 30 second East, 584.79 feet along the centerline of Geddes Road from the Northwest corner of Section 34, Town 2 South, Range 8 East, Michigan; thence along the centerline of Geddes Road South 77 degrees 09 minutes 30 seconds East, 547.16 feet; thence South 02 degrees 34 minutes 30 seconds East, 566.37 feet; thence North 87 degrees 25 minutes 30 seconds East 221.12 feet; thence South 02 degrees 21 minutes 55 seconds East, 38.91 feet; thence South 15 degrees 06 minutes West 22.13 feet; thence South 87 degrees 25 minutes 30 seconds West, 214.26 feet; thence North 02 degrees 34 minutes 30 seconds West 5.30 feet; thence due West 201.36 feet; thence due North 60 feet; thence due West 510.00 feet; thence due North 504.70 feet; thence South 77 degrees 09 minutes 30 seconds East 153.85 feet; thence due North 211.54 feet to the place of beginning.

Tax Parcel Number(s): 71-134-99-0009-000 and 71-134-99-0022-000 and 71-134-99-0018-000

Received

L-4260

Property Transfer Affidavit

JUL - 6 2018

This form is issued under authority of P.A. 415 of 1994. Filing is mandatory.

This form must be filed whenever real estate or some types of personal property are transferred (even if you are not recording a deed). **The Affidavit must be filed by the new owner with the assessor for the city or township where the property is located within 45 days of the transfer.** The information on this form is NOT CONFIDENTIAL.

Canton Township Treasurer's Office

1. Street Address of Property 45165, 45007 and 45081 Geddes Road, Canton, MI 48188	2. County Wayne	3. Date of Transfer (or land contract signed) June 27, 2018
4. Location of Real Estate (Check appropriate field and enter name in the space below.) <input type="checkbox"/> City <input checked="" type="checkbox"/> Township <input type="checkbox"/> Village Township of Canton	5. Purchase Price of Real Estate 2,200,000.00	
7. Property Identification Number (PIN). If you don't have a PIN, attach legal description. PIN. This number ranges from 10 to 25 digits. It usually includes hyphens and sometimes includes letters. It is on the property tax bill and on the assessment notice. 71-134-99-0009-000; 71-134-99-0022-000; 71-134-99-0018-000	6. Seller's (Transferor) Name Triumph Church	
	8. Buyer's (Transferee) Name and Mailing Address Star International Academy 24425 Hass Street, Dearborn Heights, MI 48127	
	9. Buyer's (Transferee) Telephone Number (313)590-7663	

Items 10 - 15 are optional. However, by completing them you may avoid further correspondence.

10. Type of Transfer. <u>Transfers</u> include deeds, land contracts, transfers involving trusts or wills, certain long-term leases and interest in a business. See page 2 for list. <input type="checkbox"/> Land Contract <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Deed <input type="checkbox"/> Other (specify) _____		
11. Was property purchased from a financial institution? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Is the transfer between related persons? <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Amount of Down Payment
14. If you financed the purchase, did you pay market rate of interest? <input type="checkbox"/> Yes <input type="checkbox"/> No	15. Amount Financed (Borrowed)	


EXEMPTIONS

Certain types of transfers are exempt from uncapping. If you believe this transfer is exempt, indicate below the type of exemption you are claiming. If you claim an exemption, your assessor may request more information to support your claim.

- ☐ Transfer from one spouse to the other spouse
- ☐ Change in ownership solely to exclude or include a spouse
- ☐ Transfer between certain family members *(see page 2)
- ☐ Transfer of that portion of a property subject to a life lease or life estate (until the life lease or life estate expires)
- ☐ Transfer to effect the foreclosure or forfeiture of real property
- ☐ Transfer by redemption from a tax sale
- ☐ Transfer into a trust where the settlor or the settlor's spouse conveys property to the trust and is also the sole beneficiary of the trust
- ☐ Transfer resulting from a court order unless the order specifies a monetary payment
- ☐ Transfer creating or ending a joint tenancy if at least one person is an original owner of the property (or his/her spouse)
- ☐ Transfer to establish or release a security interest (collateral)
- ☐ Transfer of real estate through normal public trading of stocks
- ☐ Transfer between entities under common control or among members of an affiliated group
- ☐ Transfer resulting from transactions that qualify as a tax-free reorganization
- ☐ Transfer of qualified agricultural property when the property remains qualified agricultural property and affidavit has been filed.
- ☐ Transfer of qualified forest property when the property remains qualified forest property and affidavit has been filed.
- ☐ Transfer of land with qualified conservation easement (land only - not improvements)
- ☐ Other, specify: _____

CERTIFICATION

I certify that the information above is true and complete to the best of my knowledge.

Printed Name Sabah Yassine	
Signature 	Date 06/27/2018
Name and title, if signer is other than the owner Board President	Daytime Phone Number (313) 565-0507
E-mail Address info@starpso.org	