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STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT  
INGHAM COUNTY

KEN ROSS, COMMISSIONER OF THE OFFICE  
OF FINANCIAL AND INSURANCE  
REGULATION,

Petitioner,

No. 10-397-CR

v

HON. WILLIAM E. COLLETTE

AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY,

Respondent.

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Christopher L. Kerr (P57131)  
David W. Silver (P24781)  
Assistant Attorneys General  
Attorneys for Petitioner  
Corporate Oversight Division  
P. O. Box 30755  
Lansing, MI 48909  
(517) 373-1160

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**EX PARTE PETITION FOR APPROVAL OF SUMMIT COMMERCIAL LLC'S  
COMPENSATION AS EXCLUSIVE REAL ESTATE BROKER**

Ken Ross, Commissioner of the Michigan Office of Financial and Insurance Regulation, as Rehabilitator of American Community Mutual Insurance Company (the "Rehabilitator"), by and through his attorneys, Michael A. Cox, Attorney General, and Christopher L. Kerr, Assistant Attorney General, petitions this Court pursuant to MCL 500.8114(1) to approve the compensation to be paid to Summit Commercial LLC in connection with its appointment as exclusive real estate broker to American Community Mutual Insurance Company ("American Community"). In support of this Ex Parte Petition, the Rehabilitator states as follows:

1. On April 8, 2010, this Court entered an Order placing American Community into Rehabilitation and appointing the Commissioner as the Rehabilitator of American Community.

2. MCL 500.8114(1) authorizes the Rehabilitator to employ such assistants as he considers necessary to carry out his functions as Rehabilitator.

3. MCL 500.8114(1) further authorizes the Rehabilitator to fix, with the Court's approval, the compensation of any such appointed assistants.

4. Pursuant to MCL 5000.8114(1), any person appointed by the Rehabilitator shall serve at his pleasure.

5. The Rehabilitator seeks the Court's approval to retain and pay Summit Commercial LLC ("Summit") to act as the exclusive real estate broker for the property and building owned by American Community located at 39201 Seven Mile Road, Livonia, Michigan (the "Property"). Pursuant to the Exclusive Right to Sell or Lease Agreement ("Agreement") entered into between the parties, an executed copy of which is attached as Exhibit A, Summit will have the exclusive right to sell or lease the Property for a one-year period.

6. Summit has recommended and the Rehabilitator has agreed that the asking sale price for the Property will be Six-Million Six-Hundred Thousand (\$6,600,000) dollars, while the asking lease price for the Property will be \$16.50 per square foot.<sup>1</sup>

7. Summit is well-qualified to provide the real estate brokerage services described above. Summit is headquartered in Detroit and specializes in the sale and lease of commercial properties, including office buildings similar to the American Community Property.<sup>2</sup> Moreover, Summit's principals have over 25 years of experience providing real estate brokerage services

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<sup>1</sup> *Id.*

<sup>2</sup> See Exhibit B, Summit Commercial Company Overview.

and have participated in transactions involving more than 15 million square feet of commercial real estate during their careers.<sup>3</sup>

8. Summit's compensation as exclusive real estate broker has been fixed by the Rehabilitator pursuant to the attached Agreement.<sup>4</sup> If Summit brokers the sale of the Property, it will receive a commission in the amount of 3.5% of the gross sales price.<sup>5</sup> For leases and sub-leases that Summit brokers alone, it will receive a commission in the amount 4.5% of the aggregate lease rental, while co-brokered leases and sub-leases earn a 7% commission.<sup>6</sup> Any extension or renewal of a lease or sub-lease brokered by Summit will result in a 2.5% commission if brokered by Summit alone, and a 5% commission if co-brokered.<sup>7</sup>

9. As an exception to the foregoing commission schedule, if the Property is sold to Schoolcraft College within the first six months after commencement of the Agreement, Summit is entitled to a reduced commission in the amount of 1.5% of the gross sales price.<sup>8</sup> Similarly, if the Property is leased to Schoolcraft College within the first six months of the Agreement, Summit is entitled to a reduced commission in the amount of 2.5% of the aggregate lease rental.<sup>9</sup> Beyond this initial six-month period, the normal commission schedule applies.<sup>10</sup>

10. Out of the four real estate brokers that expressed an interest in listing the Property, the Rehabilitator opted to employ Summit based on its experience, competitive listings in the area, and overall commission schedule. With respect to commissions, Summit offered the lowest commission rates for leases and sub-leases of the Property (individual and co-brokered),

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<sup>3</sup> *Id.*

<sup>4</sup> Exhibit A.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.*

and its commission rate for a sale of the Property was second-lowest, at only 0.5% higher than the lowest offer. Summit also agreed to the reduced commission rates for any sale or lease to Schoolcraft College within the first six months of the Agreement. For these reasons, the Rehabilitator believes that Summit's offer is likely to be the most cost-effective of the four proposals submitted and that Summit provides the best available alternative as American Community's exclusive real estate broker.

11. Pursuant to MCL 500.8114(1) and paragraph 15 of the Rehabilitation Order, and upon the Court's approval, Summit's compensation shall be paid from the available funds and assets of American Community, specifically from amounts payable due to the sale or lease of the Property. Although it is not expected to occur, in the event that American Community does not possess sufficient cash or liquid assets to pay Summit's compensation, the Rehabilitator may advance (but is not required to advance) the necessary funds, and such amounts shall be repaid out of the first available money of American Community.

12. The Rehabilitator has determined that Summit's appointment as exclusive real estate broker, and the compensation to be paid Summit in exchange for its services, is necessary and appropriate for the effective and efficient administration of this rehabilitation proceeding and will assist in providing the maximum protection to creditors, policyholders, and the public.

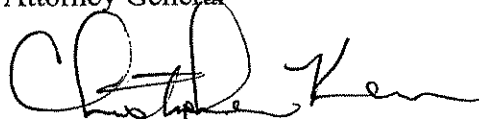
13. For the sake of efficiency and convenience, the Rehabilitator requests that upon the Court's approval of Summit's compensation, the Rehabilitator may enter into leases or sub-leases of the Property brokered by Summit without any further Court approval. However, in the event that Summit brokers a sale of the Property, the Rehabilitator will only consummate such sale with the Court's prior approval.

14. Providing personalized notice of this Ex Parte Petition and any resulting Order to all parties that may have an interest in this matter is impossible at this time because there has been no claims submission or other process to identify such parties. Moreover, attempting to identify and personally notify parties in interest would be time-intensive and costly to American Community's Rehabilitation Estate. For this reason, the Rehabilitator requests that the Court authorize and ratify service of this Ex Parte Petition and any resulting Order by posting electronic copies on the OFIR website, [www.michigan.gov/ofir](http://www.michigan.gov/ofir), under the section "Who We Regulate" and the subsection "American Community." Service in this manner is reasonably calculated to give interested parties actual notice of these proceedings and is otherwise reasonable under the circumstances.

WHEREFORE, the Commissioner, as Rehabilitator of American Community, respectfully requests this Court to approve the compensation to be paid to Summit as fixed by the Rehabilitator in the attached Exclusive Right to Sell or Lease Agreement. The Rehabilitator further requests the Court's permission to enter into any leases or sub-leases relating to the Property without any further Court approval, while the Rehabilitator will only consummate a sale of the Property (whether brokered by Summit or otherwise) after obtaining the Court's prior approval. Finally, the Rehabilitator requests the Court to authorize and ratify service of this Ex Parte Petition and any resulting Order by posting electronic copies on the "American Community" section of OFIR's website.

Respectfully submitted,

Michael A. Cox  
Attorney General

A handwritten signature in black ink, appearing to read "Christopher Kerr". The signature is fluid and cursive, with the first name "Christopher" written in a larger, more prominent script than the last name "Kerr".

Christopher L. Kerr (P57131)  
Assistant Attorney General  
Michigan Department of Attorney General  
Corporate Oversight Division  
Attorneys for Petitioner  
P.O. Box 30755  
Lansing, Michigan 48909  
(517) 373-1160

Dated: August 3, 2010

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**SUMMIT COMMERCIAL**  
7700 SECOND AVE., SUITE 300  
DETROIT, MI 48202 313-872-1300

**EXCLUSIVE RIGHT TO SELL OR LEASE AGREEMENT**

Date \_\_\_\_\_, 2010

This Agreement is made and entered into as of this 21st day of July, 2010, by and between American Community Mutual Insurance Company (American) and Summit Commercial (Summit).

**EXCLUSIVE RIGHT TO SELL OR LEASE AGREEMENT** In consideration of Summit's services to secure a purchaser or tenant for American's property hereinafter described, Summit is hereby granted, on the conditions outlined herein, the exclusive right to sell or lease the property described below for a period of one (1) year from the date hereof at the following price and terms, or at any other price and terms acceptable to American. Summit agrees to use its best efforts marketing the property to consummate a sale or lease of the property.

**PROPERTY DESCRIPTION** Land and premises in the City of Livonia, County of Wayne, Michigan, described as: 39201 Seven Mile

**SALE PRICE AND TERMS** The sale asking price shall be: Six-Million Six-Hundred Thousand (\$6,600,000.00) Dollars, on terms as follows: Cash or price acceptable to American, subject to reasonable due diligence provisions.

**RENT OR LEASE TERMS** The rent or lease asking rate shall be: \$16.50/SF.

**COMMISSION** In the event of sale or lease of the above property or any part thereof by Summit or by anyone including Summit, American agrees to pay Summit a sale or lease commission computed on the gross sales price for sales and on the aggregate lease rentals for leases and/or subleases at the rate as follows:

For sales: Three and a half (3.5%) Percent  
For leases or subleases: Four and a half (4.5%) Percent Co-Brokered: Seven (7%) Percent

Such commission shall become due and payable to Summit at the time of the execution of any lease or the closing of a sale. Commission on the extension or renewal of any such lease(s) become due and payable on the effective date of any such extension or renewal and shall be at a commission rate of 2.5% if no other brokers are involved or 5% if the transaction is co-brokered. Commission in the event of a subsequent sale to a tenant that Summit has procured and who is in possession of the premises shall be due at the time of consummation of such sale transaction. Summit is specifically authorized to credit towards the commission any moneys previously received in escrow or otherwise for or on behalf of American or to which American shall become entitled. All forfeited deposits shall be split 50/50 between American and Summit.

If said property is sold or leased by American directly or for American by others within six (6) months after expiration of this agreement to a purchaser or tenant known to American to have had the property submitted or shown to it by Summit during the term of this agreement or within six (6) months thereafter and whose name Summit shall have furnished to American in writing before the expiration of this agreement, Summit shall be entitled to a full commission payable as provided above. All transactions in progress or under negotiation at the expiration of this agreement will survive the above referenced six (6) month period until the final disposition of said transactions. Summit will provide American with a list of these transactions contemporaneous with its list of prospects. If one of Summit's transactions in progress or under negotiation consummates, it shall be entitled to a full commission payable as provided herein. All inquiries from any source whatsoever shall be referred to Summit, and all offers submitted to American shall be brought to Summit's attention and a copy promptly furnished to Summit.

**EXCLUSION**

If a sale of the subject property is consummated with SCHOOLCRAFT COLLEGE or any entity directly owned and operated by SCHOOLCRAFT COLLEGE within the first 6 months of the commencement of this agreement, then American shall only be responsible for paying a reduced commission of (1.5%) to Summit. If a sale is consummated with SCHOOLCRAFT COLLEGE after the initial 6 month period, then this exclusion shall be void and American shall pay Summit a commission consistent with any other deal (3.5%).

If a lease of the subject property is consummated with SCHOOLCRAFT COLLEGE or any entity directly owned and operated by SCHOOLCRAFT COLLEGE within the first 6 months of the commencement of this agreement, then American shall only be responsible for paying a reduced commission of (2.5%) to Summit. If a lease is consummated with SCHOOLCRAFT COLLEGE after the initial 6 month period, then this exclusion shall be void and American shall pay Summit a commission consistent with any other deal (4.5%).

**SIGNS** Authority is hereby given Summit to place a "For Lease" or "For Sale" sign on American's property and to remove all other "For Lease" or "For Sale" signs that are or may be placed on said property during the life of this agreement.

**NON-DISCRIMINATORY CLAUSE** The parties agree that as required by law, discrimination because of race, creed, color or national origin by said parties in respect to the sale or lease of the subject property is prohibited.

**CONDITION OF PROPERTY/TITLE** To the best of American's knowledge, the property is free of any latent defects, code violations and specifically that American has not caused or permitted the property to be used for the generation, manufacturing, storage or disposal of any hazardous waste or materials nor has to American's knowledge anyone previously done so. American agrees to hold Summit harmless from any action or cause of action, including any attorney fees, in relation to the foregoing.

American warrants that it has and can deliver marketable title of record thereto, free from encumbrances thereon. The undersigned warrants that the corporation or partnership has authorized this agreement, or if unincorporated or not a partnership, that the undersigned has the authority to act for all parties in interest.

**DUAL AGENCY** American grants Summit the authority to act as a disclosed dual agent in the event that the listing agent or another licensee of Summit Commercial LLC procures a buyer who has contracted with Summit, as a Buyer's Agent.

**POSSESSION** American agrees to deliver possession thereof upon closing or within 30 days or as otherwise mutually acceptable to the parties. Except as indicated below, it is understood that this agreement may not be canceled by American within the 1 year period this agreement is in effect, as it is understood and agreed by American that Summit will render services and incur expenses in connection with its undertakings under the terms of this agreement, and that said services and expenses would not otherwise have been incurred by Summit, and accordingly, its undertakings in connection with services to be rendered, are hereby deemed to be further considerations for the Exclusive Right to Sell or Lease given to Summit as above set forth.

Notwithstanding the above, this agreement may be terminated by either party if the other party breaches a material term of the agreement and such breach is not substantially cured by the other party within 30 days of the receipt of written notification from the other party.

This agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the respective parties. If more than one joins in the execution hereof as owner, the relative words herein used shall be read as if written in plural.

As American is in rehabilitation, this Agreement is contingent upon receipt of approval of the Ingham County Circuit Court, State of Michigan. This Agreement shall be governed in accordance with Michigan law, and any litigation shall be venued in Ingham County, Michigan.

This agreement contains the entire understanding between the parties and shall not be modified or altered, unless and until reduced to writing and signed by an authorized representative for owner and broker. Receipt of a copy hereof is hereby acknowledged.

SUMMIT COMMERCIAL LLC

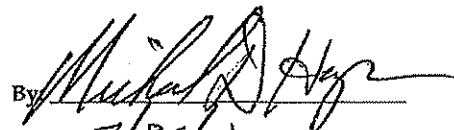


By: Ben Smith

Date: July 21, 2010

Its: Principal

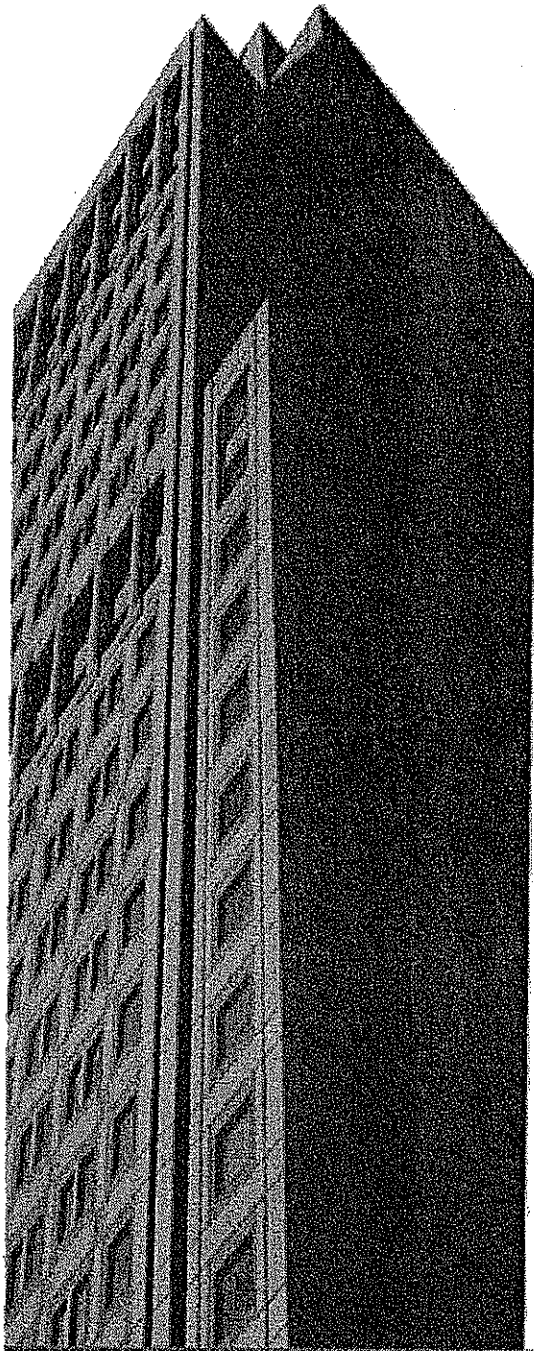
AMERICAN COMMUNITY MUTUAL  
INSURANCE COMPANY



Date: 7/26/10

Its: DEPUTY REHABILITATOR

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## Company Overview

With more than 25 years of experience, the team members of Summit Commercial provide clients with discrete, professional, and creative services that can directly address every aspect of an organization's real estate needs.

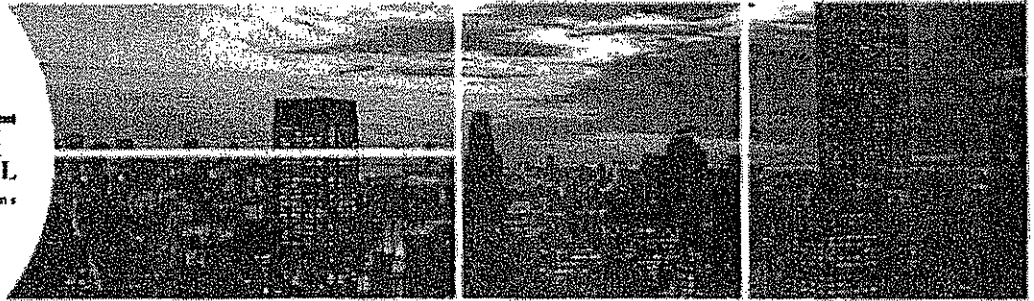
Using a "team approach", Summit Commercial utilizes the experiences of talented and licensed professionals to successfully achieve the specific goals and objectives for each assignment.

Members of the Summit Commercial team have experienced a high level of success because of their ability to integrate their many talents and experiences into the various services of the organization - all for the benefit of the client. Summit Commercial uses the latest technologies available to provide services to our clients.

Our services consist of:

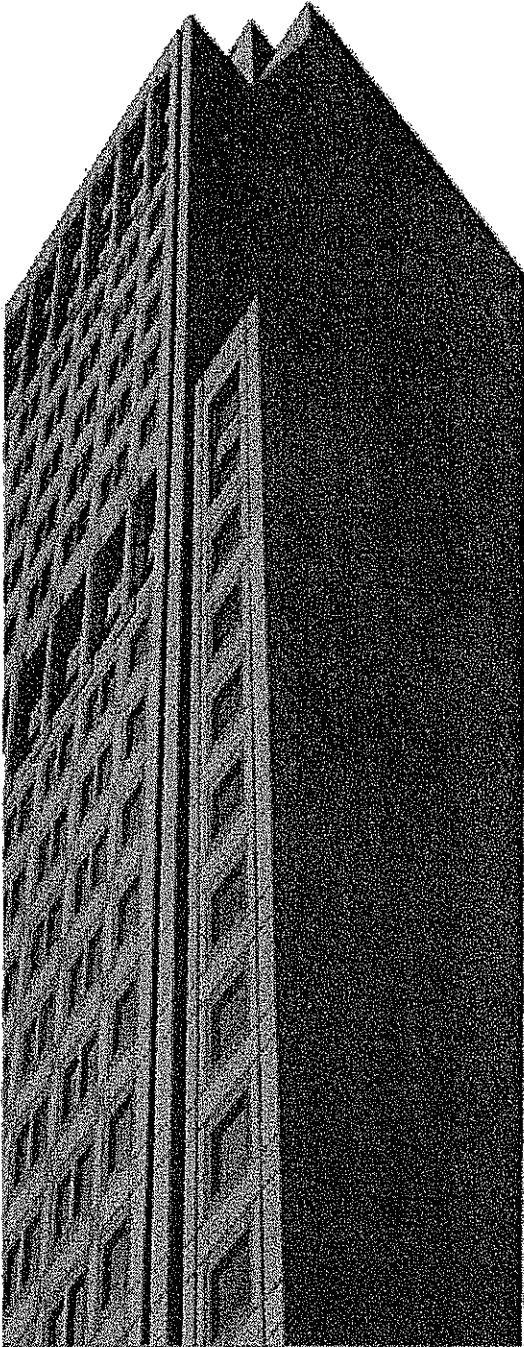
- Assisting landlords and/or tenants with the leasing process for office, retail, medical, and industrial space.
- Assisting buyers and/or sellers with the acquisition and disposition process.
- Providing property management services to property owners.
- Providing development management services for construction and renovation projects.
- Providing a whole host of residential real-estate services, including acquisition, disposition, property management, investment, and foreclosure opportunities.

Whether you are listing a property, looking to lease office space, looking for a property manager, or need development management services, Summit Commercial is your leader in creative real estate solutions.



## Brokerage

- Summit Commercial specializes in the sale and leasing of commercial properties, including office, retail, medical, industrial and all investment real estate.
- Summit Commercial team members have participated in transactions involving over 15 Million square feet of commercial real estate during their careers.
- Whether you are selling or leasing a building or seeking new space for your company, the Summit Commercial team will guide you through the entire process and ensure a smooth transition with favorable results. Our team of experienced professionals will guide you through every step of a real estate acquisition or disposition. We will assess your current and future requirements and recommend the best course of action to achieve your goals. We are driven to providing superior service by not only meeting our client's expectations but also working with them to anticipate potential challenges and opportunities to assure their success.
- Summit Commercial has built a well-connected company with a single-minded purpose: pursuing every opportunity to deliver the best results for our clients. We have the resources and knowledge to meet all of your real estate needs. We also have uniquely specialized knowledge related to non-profits, municipalities, multifamily investments and school districts.
- Our combined 25 years of experience ensures we have the knowledge, market information and resources to address the myriad of factors that affect your real estate decisions. Let us analyze your commercial real estate needs and develop solutions to satisfy your current and future requirements.
- Summit Commercial is your leader in Creative Real Estate Solutions





## **Benjamin L. Smith**

Principal

**Benjamin Smith**, is a current Principal of Summit Commercial LLC. His responsibilities consist of overseeing day to day business operations and generating leads for brokerage, development management and property management opportunities. Mr. Smith also specializes in office, medical and retail leasing.

Mr. Smith was formerly a Project Manager with Detroit Economic Growth Corporation where he helped supervise and manage several City of Detroit's economic development projects. These numerous construction and development projects included the \$125 million Land Acquisition and Waterfront Reclamation and Casino Development Project; as well as, directing all A/E, construction, and City approval activities for the \$14 million dollar riverfront promenade project. Mr. Smith also participated in the EPA, Michigan Department of Environmental Quality, and City of Detroit environmental remediation plan which developed an 80 acre industrial site that laid the foundation for the ongoing relocation of three waterfront cement plants.

As a reserve Commander currently serving in the U.S. Coast Guard Mr. Smith is responsible for ensuring the mobilization readiness of approximately 550 reserve response personnel. Additionally, he recently supervised an emergency response team comprised of 20+ military members trained in providing Homeland Security Services throughout the Great Lakes. This team was responsible for regulating the commercial shipping industry, inspecting waterfront industrial complexes, responding to oil and hazardous material spills, and conducting port security missions along the navigable waterways of the Great Lakes.

Most recently Mr. Smith served as the Vice President of Brokerage and Development for NAI Farbman, Mr. Smith's responsibilities include directing land acquisition activities for large corporate clients, approving purchase agreements, clearing title, and directing development activities. Mr. Smith regularly interacted with various City departments regarding development projects, and was responsible for negotiating permit approvals, construction variances, zoning waivers, and local tax incentives for a variety of projects. With his substantial background in development and acquisitions, Mr. Smith has been extremely successful in his role as Vice President. His major development projects have included the development of a \$25 million dollar warehouse/office complex for the Detroit Public Schools (DPS). This project converted over 250,000 sq. ft. of abandoned industrial space into a high-tech DPS Campus that now serves as home to approx. 600 support staff employees. Mr. Smith also served as the owner's rep in the development of the new \$32 million, 100,000 sq. ft. "state of the art" Downtown Detroit YMCA. This project was completed on time and within budget. Additionally, Mr. Smith was instrumental in insuring record level participation from minority, women and Detroit based contractors.

Mr. Smith has represented various including The Wellness Plan, Goodwill Industries of Metro Detroit, The Detroit Federation of Teachers, Big Brothers Big Sisters, and several private and corporate entities. He has been able to provide his clients with a unique perspective to maximize operational efficiency in their current and/or proposed projects, while seeking to

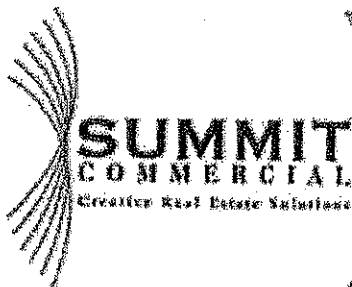


**SUMMIT**  
**COMMERCIAL**  
Creating Real Estate Solutions



minimize costs. Mr. Smith has closed several multi-million dollar transactions including the sale of the former Detroit Free Press HQ and the sale of a major health organizations headquarters. He has directed over \$30 million in brokerage transactions to date.

Mr. Smith is a native of Detroit, MI who graduated from University of Detroit High School and subsequently earned a Bachelors of Business Administration from Howard University and a Juris Doctorate from Wayne State University. He is a license real estate agent and is a reserve Commander in the U.S. Military.



## **Jerome Eagger**

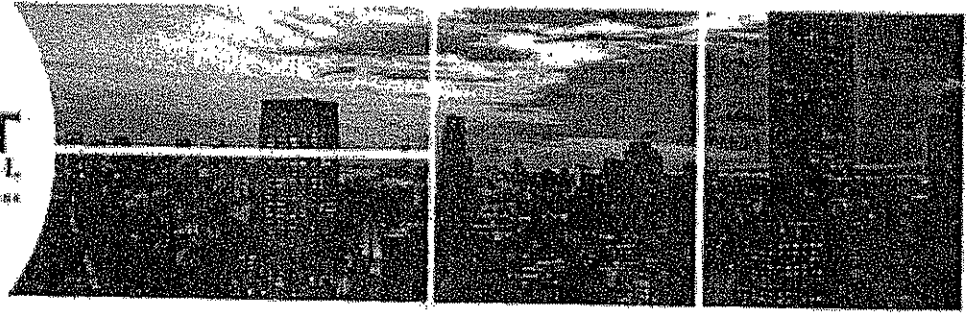
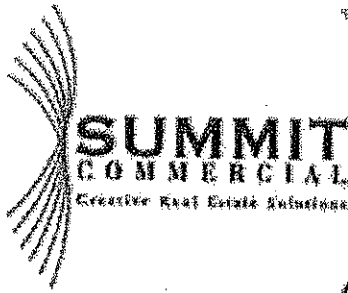
Principal

Jerome Eagger, is a current Principal Broker of Summit Commercial LLC. His responsibilities consist of overseeing day to day business operations and generating leads for property management and development opportunities. Mr. Eagger was a former Vice President of Farbman Group Development for eleven years. His primary responsibilities focused on the planning and implementation of projects in all areas of real estate, including residential, commercial and industrial.

Mr. Eagger is currently co-managing the Paradise Valley portfolio on behalf of the Detroit Economic Growth Corporation. Paradise Valley is a multi building complex consisting of office, residential and retail tenants. The DEGC has embarked on a major building façade and landscape renovation to the area and Mr. Eagger is directly responsible for the gathering and supervising of renovations to the historic building façades of the entire portfolio. He is responsible for assisting the DEGC in assuring Detroit based as well as minority based companies receiving access to the work awarded.

Mr. Eagger has completed several significant projects. He recently completed the renovation of a landmark historic apartment complex. The historic Garden Court Apartments consist of 65 apartment units that were converted and sold as condominium units. It is an \$11,000,000 project that started in July of 2005 and was completed in November of 2007. Mr. Eagger worked in conjunction with Mr. Ben Smith (another former Farbman Development vice president) as the owner representatives for the downtown YMCA. Mr. Smith headed up the project and Mr. Eagger assisted in managing Government and City municipality approvals necessary for the project. All presentations before City Council or Planning and Development were handled through the team of Ben Smith and Jerome Eagger. This \$32,000,000 project obtained its certificate of occupancy in December of 2005.

At the end of 2003, Mr. Eagger served as an employee on loan to the Wayne County Prosecutor's Office, enlisted by former Wayne County Prosecutor, Michael Duggan to oversee the project's real estate interest. Mr. Duggan created the Wayne County Drug House Program to make a positive impact in the community by eliminating the active drug houses in his jurisdiction. Mr. Eagger centered his attention on setting the values of the homes that were sold through auction and encouraged bids from private individuals and non-profit organizations. The program was named one of the nation's 50 most innovative government programs by Harvard University. The program won top honors in Harvard's 17<sup>th</sup> annual Innovations in American Government Awards.



Prior to joining Farbman Development Group in March, 1997 Mr. Egger spent three years with a commercial appraisal company in Ann Arbor, Michigan. He has extensive appraisal experience with a strong background in condemnation appraisals. In 1996, Mr. Egger provided research and valuation assistance to the Wayne County Stadium Authority for its land acquisitions for new stadiums for the Detroit Tigers (Comerica Park) and Detroit Lions (Ford Field).

Mr. Egger has a background in residential sales and construction through employment experiences in Charlotte, North Carolina and Hilton Head Island, South Carolina. He is a native of Detroit, graduating from Pershing High School, then earning a degree in marketing from Wayne State University in 1985. Mr. Egger holds a Real Estate Broker's license and a Limited Appraiser's license.



## **Bunia Parker**

Principal

Bunia Parker, is a current Principal broker at Summit Commercial LLC. Previous to forming this company, he worked as a Broker for 5 years at the Farman Group, specializing in Office and Retail. During his career, Bunia has had a vast amount of experience with landlord and tenant representation, as well as the disposition and acquisition of properties. He provides valuable insight to municipalities, non-profits, courts and school districts during facility planning and implementation. Bunia also has vast experience assisting bank asset managers with the successful disposition of their REO properties.

Bunia was the Director of leasing for approximately 2.25 million square feet in the Central Business District of Detroit for over 2 years. His vast portfolio included The First National Building (800,000sf), The Penobscot Building (1,000,000sf), and Cadillac Towers (450,000sf) - prime real estate within the Downtown Detroit area. He was also responsible for leasing the excess space in the new Federal Reserve Bank building. Bunia has completed over 300,000sf of transactions.

Bunia sits on various non-profit boards, so his insight into how non-profit organizations operate and how they function within space provides his clients with a unique perspective to maximize operational efficiency in their current and/or proposed projects, while seeking to minimize costs. He is the current Vice-Chairman of the board for Travelers Aid Society of Metropolitan Detroit. Bunia also sits on the retail advisory board of the Detroit Economic Growth Corporation and he is the President of the Renaissance Alumni Association.

Bunia has represented various clients such as the 36<sup>th</sup> District Court, Comerica Bank, Detroit Public Schools, Laborer's Local 334, United States Air National Guard, Travelers Aid Society, Bassett & Bassett and McDonalds, USA. Bunia graduated from Duke University with a BA in Economics and African Studies. He also minored in Marketing and Management. He is a member of the International Council of Shopping Centers.

COPY

STATE OF MICHIGAN  
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KEN ROSS, COMMISSIONER OF THE OFFICE  
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Assistant Attorneys General  
Attorneys for Petitioner  
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Lansing, MI 48909  
(517) 373-1160

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**EX PARTE ORDER APPROVING SUMMIT COMMERCIAL LLC'S  
COMPENSATION AS EXCLUSIVE REAL ESTATE BROKER**

At a session of said Court  
held in the Circuit Courtrooms  
for the County of Ingham,  
State of Michigan, on the  
*3rd* day of *Aug*, 2010.

PRESENT: HONORABLE WILLIAM E. COLLETTE, CIRCUIT COURT JUDGE

**WHEREAS**, Ken Ross, the Commissioner of the Michigan Office of Financial and  
Insurance Regulation and duly appointed Rehabilitator of American Community Mutual

Insurance Company (the "Rehabilitator") has filed an Ex Parte Petition for Approval of Summit Commercial LLC's Compensation as Exclusive Real Estate Broker (the "Ex Parte Petition"); and

**WHEREAS**, MCL 500.8114(1) authorizes the Rehabilitator to employ such assistants as he considers necessary, whose compensation shall be fixed by the Rehabilitator with the approval of the Court; and

**WHEREAS**, the Rehabilitator has determined that the appointment of Summit Commercial LLC ("Summit") as exclusive real estate broker is both necessary and appropriate for the effective and efficient administration of this Rehabilitation proceeding and will assist in providing the maximum protection to creditors, policyholders, and the public;

**NOW, THEREFORE, IT IS HEREBY ORDERED** that the Court APPROVES the compensation to be paid to Summit, as fixed by the Rehabilitator pursuant to the terms set forth in the Ex Parte Petition and the Exclusive Right to Sell or Lease Agreement ("Agreement") attached thereto, in connection with its appointment as exclusive real estate broker to American Community.

**IT IS FURTHER ORDERED** that the Court approves and grants the Rehabilitator permission to enter into any leases or sub-leases relating to the property described in the Agreement without any further Court approval; however, the Rehabilitator will only consummate a sale of such property after obtaining the Court's prior approval.

**IT IS FURTHER ORDERED** that due to the difficulty and prohibitive cost associated with providing personalized notice of the Ex Parte Petition and this Order to all parties with an interest in this matter, the Court authorizes, approves, and/or ratifies the Rehabilitator's service of the Ex Parte Petition and this Order by posting electronic copies on the OFIR website, [www.michigan.gov/ofir](http://www.michigan.gov/ofir), under the section "Who We Regulate" and the subsection "American

Community." The Court finds that service in this manner is reasonably calculated to give interested parties actual notice of these proceedings and is otherwise reasonable under the circumstances.

**IT IS SO ORDERED.**

**WILLIAM E. COLLETTE**

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Honorable William E. Collette  
Circuit Court Judge