OFFER TO PURCHASE REAL PROPERTY

Issued by Authority of Public Act 512 of 2016, State of Michigan

THIS OFFER TO PURCHASE REAL PROPERTY (the "Offer") is entered into between _____, a _____ (the "Buyer"), and the State of Michigan (the "Seller"). Buyer agrees to purchase from Seller the land, structures and improvements (the "Property") in "as is" condition and under the terms and conditions set forth in this Offer to Purchase Real Property.

The Property consists of **"Camp Ottawa"** located at 216 Gendron Road in the Township of Iron River, County of Iron, Michigan 49935. Camp Ottawa consists of a former minimum security correctional facility covering a 105 acre (+/-) parcel of land on which are sited a two-story brick main administration/housing building of 39,000 square feet, a wood storage shed of 4,800 SF, a maintenance shop and garage of 1,800, a roofed carport covering 4,000 SF, a standard saw mill of 3,132 SF, a dimensional saw mill of 3,200 SF, an office/carpenter shop of 1,716 SF a wood boiler facility of 48 SF and a paved parking lot striped to accommodate 42 cars. Much of the property is enclosed by a high fence. Buyer acknowledges and accepts that the property is subject to all applicable building and use restrictions, liens, encumbrances, charges, title exceptions, and easements, if any, affecting the Property. The property is more specifically illustrated and described on the attached Exhibit A.

1. Purchase Price. Buyer shall pay to Seller the sum of _____ _____ Dollars ($_____) at Closing as discussed in Section 5 below.

2. Irrevocable Offer. This Offer shall be irrevocable except as set forth in Section 6 with respect to cancellation during the Inspection Period.

2.1. The Seller, by executing the acceptance portion hereof and depositing the same in the U.S. mail, addressed to Buyer per Section 12 ("Notices") of this Offer, shall cause this Offer, without further action of either party, to become a binding contract for the sale of Property.

3. Approvals. Notwithstanding any other provision of this Offer, Buyer acknowledges that sale of the Property must be approved by the State Administrative Board prior to Closing. Seller makes no representation that the State Administrative Board will approve this Offer.

4. Earnest Money. Upon execution of this Offer, the Buyer shall deliver an earnest money deposit in the form of a certified check or cashier's check made payable to the State of Michigan in the amount of Ten percent (10%) of the purchase price (the "Earnest Money"). The Earnest Money shall be credited to the Purchase Price at Closing. Buyer shall not be entitled to any interest earned on the Earnest Money.

4.1. Buyer acknowledges and agrees that upon the State's acceptance of this offer, any Earnest Money paid shall be deemed to be non-refundable and the Buyer shall have no right, claim or interest in or to such Earnest Money. However, Buyer further acknowledges and agrees that 50% of the Earnest Money deposit may be refundable under the specific conditions set forth in Section 6.3 herein and that only in the event that the State Administrative Board does not approve the transaction, shall 100% of the Earnest Money be refunded to the Buyer. Buyer further acknowledges and agrees that any non-refunded Earnest Money shall be consider as liquidated damages in the event of default or failure by Buyer to perform any of its obligations under the terms of this Offer.

Buyer's initials: _____

5. Closing. The Closing shall occur at a location and time agreed upon by both the Seller and Buyer, not more than sixty (60) calendar days after the end of the Inspection Period.

5.1. Closing shall be contingent upon receiving approval from the State Administrative Board.

5.2. The Quitclaim Deed and closing statement will be prepared or at least approved by Seller, any other closing documents will be prepared by the buyer. Closing costs and special assessments, if any, will be paid by Buyer.

5.3. At Closing, after receipt of the balance of the Purchase Price in the form of a certified check, cashier's check or electronic funds deposit from Buyer drawn against a chartered Michigan Bank or Credit Union, Seller shall convey title to the Property by Quitclaim Deed, prepared and approved by the Attorney General, subject to any liens, charges, actions, encumbrances, restrictive covenant and title exceptions, and subject to the provisions of Public Act 512 of 2016.

5.4. The execution and delivery of the Quitclaim Deed by the Seller shall be deemed to be in full performance and discharge of all the terms and conditions of this Offer to be observed or performed by Seller, except those that are stated expressly to survive the Closing.

6. Inspection Period.

6.1. Buyer acknowledges that he or she has had the opportunity for physical inspection of the Property prior to entering into this Agreement, and shall accept the Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its present condition. It shall be the sole responsibility of the Buyer to make its own investigations, studies, tests, reports, and other due diligence inquiries as to the Property as deemed appropriate to Buyer prior to entering into this Agreement.

6.2. Seller authorizes Buyer to enter the Property, with prior notification to Seller, to conduct investigations and studies, and Buyer hereby releases Seller of any and all liability associated with entry and inspection and warrants that it will comply with applicable regulations regarding environmental and other matters. The Buyer shall have until 5:00 p.m. EST, ninety calendar days (90) days from the date of acceptance of this Offer, to conduct investigations and other due diligence inquiries regarding the Property (the "Inspection Period").

6.3. After its inspection, if the Buyer is not reasonably satisfied with the results of its investigations and due diligence inquiries, the Buyer may cancel this Offer to Purchase Real Property, at Buyer's sole discretion. If Buyer cancels, it shall provide the State with copies of any and all its due diligence materials acquired during the Inspection Periods, including but not limited to, environmental reports, surveys, title commitments, and other due diligence materials, and be entitled to a return of Fifty percent (50%) of the original Earnest Money.

7. Environmental. Buyer agrees that the Seller assumes no liability or responsibility for the presence of any toxic, hazardous, polluting or injurious substances on, in, or below the Property. Except as expressly stated herein, Seller makes no representations as to any toxic, hazardous, polluting or injurious substances on, in, or below the Property or any property adjacent to the Property.

7.1. Buyer acknowledges and understands that asbestos, lead paint, lead plumbing, mold, PCBs, and irradiating materials may be present within building materials and structures located on or below the surface of the Property. Buyer further acknowledges

Buyer's initials: _____

and understands that building materials and structures on the Property may contain asbestos and mold. Buyer further acknowledges and understands that any reuse or redevelopment of the Property resulting in demolition or structural changes may result in the release of asbestos or asbestos- containing materials and mold. Buyer agrees to accept the Property "as is." Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of asbestos, asbestos-containing materials, lead paint, lead plumbing, PCBs and irradiating materials present within building materials and structures located on or below the surface of the Property.

7.2. Buyer further agrees to take no administrative, judicial or other legal action against the Seller because of the existence or discovery of any toxic, hazardous, polluting or injurious substances. Actions include, but are not limited to, any action for contribution, cost recovery, third party action, injunctive relief to compel the Seller to investigate or take remedial action, declaratory relief, damages, or any action associated with any obligations the Buyer may have to comply with federal, state or local law in conjunction with the investigation, removal, or abatement of any toxic, hazardous, polluting or injurious substance, including but not limited to asbestos or asbestos-containing materials. Buyer agrees to release and hold harmless the Seller from any and all existing and future claims related to the existence or discovery of any toxic, hazardous, polluting or injurious materials in, on, below or emanating from the Property.

7.3. Buyer agrees to indemnify the Seller and to hold the Seller harmless if any hazardous, polluting, injurious, or toxic substances exist, are discovered in, on, below, or emanating from the Property or their condition is exacerbated by the Buyer.

7.4. Notwithstanding anything to the contrary in this Section or in this Offer, the Seller will not be responsible to the Buyer for asbestos, lead, or mold-related claims arising from exposure to asbestos, lead, or mold (if any) where the exposure occurs after the date of Closing, and the Buyer will not be responsible to the Seller for asbestos, lead, or mold-related claims arising from exposure to asbestos, lead, or mold (if any) where the exposure occurred prior to the date of Closing.

7.5. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the sale of the Property. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer are provided as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer.

7.6. Without limiting the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report regarding the Property which is delivered or made available by Seller to Buyer shall be for general informational purposes only, (b) Buyer shall not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer shall assume all liability and costs associated with federal, state and/or local environmental laws or regulations

8. Property Survey. The survey map prepared by Sundberg, Carlson and Associates, Inc. of Marquette, Michigan, consisting of two pages, the first of which bears Job Number 88-154 and is dated 7-17-90 and the second of which bears Job Number

Buyer's initials: _____

8812-154 and is dated April 4, 1990 shall be the survey map of record for the Property and shall govern the Closing. Buyer may, at Buyer's expense, obtain an independent survey of the Property.

9. Title Insurance. Buyer shall be responsible for the costs of issuance of a title insurance policy, to be obtained at the discretion of Buyer.

10. Zoning, Safety and Regulatory Compliance. When title passes to the Buyer at Closing, the Property will immediately become subject to certain State safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. Buyer acknowledges that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. Buyer acknowledges that it shall comply with all zoning and use requirements. The Buyer acknowledges that the Seller is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Buyer has had the opportunity to make a personal inspection of the Property. The Buyer further acknowledges that it is the Buyer's responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

11. Fees and Commissions. If any person shall assert a claim to a fee, commission or other compensation in relation to this transaction, as a broker, finder, or other capacity or for performance of services as a broker or finder in connection with this Offer, the Buyer shall (a) indemnify, defend and hold harmless the Seller against and from any such claim and all costs, expenses and liabilities incurred in connection with such claim or any action or proceeding brought thereon (including without limitation, any and all attorney fees and costs incurred in defending against such claim) and (b) satisfy promptly any settlement or judgment arising from any such claim or any action or proceeding brought thereon. Buyer acknowledges that Seller has not used the services of a broker in connection with this transaction.

12. Notices. Notices required under this Offer shall be delivered to the Buyer and/or Seller as follows:

To the Seller:	**To the Buyer:**
Attn: Camp Ottawa Project Manager	
Real Estate Division	
Michigan Dept. of Technology,	
Management and Budget	
For USPS Delivery:	
P.O. Box 30026	
Lansing, MI 48909	
For Private Carrier Delivery:	Telephone:
3111 West Saginaw Street	Fax:
Lansing. MI 48917	E-mail:

13. Buyer Representations and Warranties. Buyer represents and warrants to Seller:

13.1. Buyer has the full right, power and authority to purchase the Property as provided in this Offer and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Offer and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The person signing this Offer on behalf of Buyer is authorized to do so.

13.2. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Offer.

Buyer's initials: _____

13.3. The representation and warranties of Buyer shall survive Closing.

14. Public Policy Provisions.

14.1 **Non-discrimination.** Pursuant to MCL 37.2209 and MCL 37.1209, Buyer shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Offer, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Buyer agrees to include in every subcontract entered into for the performance of this Offer this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

14.2 **Unfair Labor Practices**. Pursuant to MCL 423.324, the State may void a contract if Buyer or any of its contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Offer.

15. Termination. If the Buyer fails to perform any of its obligations under this Offer, the Seller will provide written notice of default to the Buyer. If the Buyer fails to cure within thirty (30) days after the Seller's written notice, Seller may terminate this Offer and any monies paid hereunder may be retained by the Seller as liquidated damages.

16. Miscellaneous Provisions.

16.1. In the event that the improvements on the Property are substantively damaged or destroyed by any casualty insured by the Seller between the time Buyer's offer is accepted and the closing date, the Seller shall have the right, at its option, to repair said damage and restore the Property to its prior condition or to sell the Property in its damaged condition. In that later event, buyer may withdraw or terminate its Offer without recourse against the Seller.

16.2. It is expressly understood and agreed that neither the Seller nor the Buyer shall assign its interest under this Offer or any portion thereof without the prior written consent of the other party, its successors or assigns.

16.3. Prior to Closing, any news releases or other media releases by seller or Buyer to the public of information with respect to the sale of the Property or any matters set forth in this Offer will be made only in the form approved by Seller in writing.

16.4. Each provision of this Offer shall be deemed to be severable from all other provisions of the Offer and, if one or more of the provisions of the Offer shall be declared invalid, the remaining provisions of this Offer shall remain in full force and effect.

16.5. This Offer may be changed or modified only if in writing. This Offer cannot be changed orally, and no Offer shall be effective to waive, change, modify or discharge it in whole or in part unless such Offer is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

Buyer's initials: _____

16.6. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively this Offer. Without limiting the generality of the foregoing, Buyer shall, if requested by Seller, execute acknowledgments of receipt with respect to any materials delivered by Seller to Buyer with respect to the Property. The provisions of this Section shall survive Closing.

16.7. The provisions of this Offer and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Buyer only and are not for the benefit of any third party. Accordingly, no third party shall have the right to enforce the provisions of this Offer or of the documents to be executed and delivered at Closing.

16.8. This Offer may be executed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute the same instrument.

16.9. Captions and headings used in this Offer are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Offer.

16.10. Except as expressly stated herein, Seller makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered or made available by Seller to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer, except as otherwise expressly stated herein. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered or made available by Seller to Buyer shall be for general informational purposes only, (b) Buyer shall not have any right to rely on such report delivered or made available by Seller to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, (c) neither Seller nor the person or entity which prepared any such report delivered or made available by Seller to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report, and (d) Buyer shall assume all liability and costs associated with federal, state and/or local environmental laws or regulations.

17. Governing Law. This Offer shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

18. Entire Agreement. This instrument constitutes the entire agreement between the Seller and the Buyer, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Offer shall inure to the benefit of and bind both parties and their respective agents, representatives, successors and assigns.

19. Effective Date. The Effective Date of this Offer shall be the date signed as accepted by the Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

Buyer's initials: _____

OFFER TO PURCHASE REAL PROPERTY

On this_____day of_____, 20____, the foregoing Offer to Purchase Real Property from the State of Michigan, specifically consisting of "Camp Ottawa" located at 216 Gendron Road in the Township of Iron River, County of Iron, Michigan 49935 pursuant to Public Act 512 of 2016, has been duly made and executed by or on behalf of_____, the Buyer.

FOR THE BUYER:

_____
Signature

_____
Printed Name

_____
Title

State of Michigan, County of _____.

The foregoing instrument was acknowledged before me on this _____ day of _____,

20_____, by _____,
Type or print name(s) of person(s) signing this document

the _____ of _____,

a _____, _____, on behalf of the _____.

_____, Notary Public in the County of _____.

Acting in the County of _____, State of Michigan.

My commission expires _____.

Buyer's initials: _____

ACCEPTANCE OF OFFER TO PURCHASE REAL PROPERTY

On this_____day of_____, 20____, the foregoing Offer to Purchase Real Property from the State of Michigan, specifically consisting of "of "Camp Ottawa" located at 216 Gendron Road in the Township of Iron River, County of Iron, Michigan 49935 pursuant to Public Act 512 of 2016, has been duly accepted and executed on behalf of The State of Michigan as the Seller.

FOR THE STATE OF MICHIGAN AS SELLER:

_____
_____, Director
Real Estate Division
Michigan Department of Technology,
Management and Budget

State of Michigan, County of _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 20_____, by _____, Director of the Real Estate Division of the Michigan Department of Technology, Management & Budget.

_____, Notary Public in the County of _____.

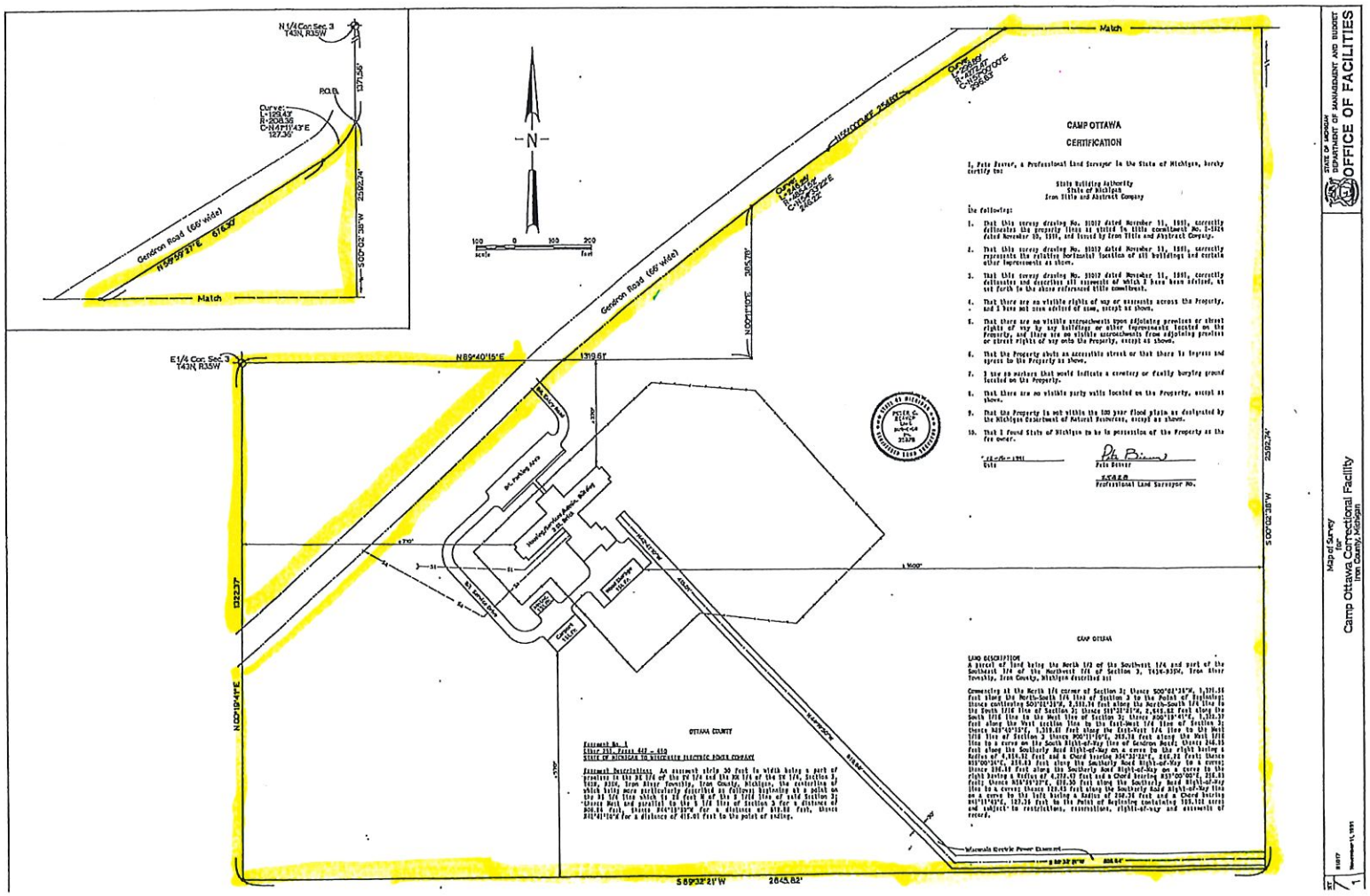
Acting in the County of _____, State of Michigan.

My commission expires _____

Buyer's initials: _____

EXHIBIT A TO OFFER TO PURCHASE REAL PROPERTY

CONSISTING OF "CAMP OTTAWA" LOCATED AT 216 GENDRON ROAD, IRON RIVER, MICHIGAN 49935

DESCRIPTION: A parcel of land being the North 1/2 of the Southwest 1/4 and part of the Southeast 1/4 of the Northwest 1/4 of Section 3, T43N-R35W, Iron River Township, Iron County, Michigan described as:

Commencing at the North 1/4 corner of Section 3; thence S00°02'38"W, 1,371.56 feet along the North-South 1/4 line of Section 3 to the Point of Beginning; thence continuing S00°02'38"W. 2,592.74 feet along the North-South 1/4 line to the South 1/16 line of Section 3; thence S89°32'21"W, 2,645.82 feet along the South 1/16 line to the West line of Section 3; thence N00°19'41"E, 1,322.37 feet along the West section line to the East-West 1/4 line of Section 3; thence N89°40'15"E, 1,319.61 feet along the East-West 1/4 line to the West 1/16 line of Section 3 thence N00°11'10"E, 385.78 feet along the West 1/16 line to a curve on the South Right-of-Way line of Gendron Road; thence 246.25 feet along the Southerly Road Right-of-Way on a curve to the right having a Radius of 4,854.52 feet and a Chord bearing N53°33'22"E (previously recorded as N54°33'22"E), 246.22 feet; thence N55°00'34"E, 254.83 feet along the Southerly Road Right-of-Way to a curve; thence 296.89 feet along the Southerly Road Right-of-Way on a curve to the right having a Radius of 4,272.47 feet and a Chord bearing N57°00'00"E, 296.83 feet; thence N58°59'27"E, 676.30 feet along the Southerly Road Right-of-Way line to a curve; thence 129.43 feet along the Southerly Road Right-of-Way line on a curve to the left having a Radius of 208.36 feet and a Chord bearing N41°11'43"E, 127.36 feet to the Point of Beginning containing 105.102 acres and subject to restrictions, reservations, rights-of-way and easements of record.