

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Seller Shareholder, which shall be true now and as of the Closing, as follows:

1. **Organization and Good Standing.** Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Michigan, with full corporate power and authority to conduct its business as it is now conducted.

2. **Authority; No Conflict.**

(a) This Agreement and the documents delivered with this Agreement constitute the legal, valid, and binding obligation of Buyer, enforceable against it in accordance with their terms.

(b) Neither the execution and delivery of this Agreement by Buyer nor the consummation or performance of any of the contemplated transactions by Buyer will give any Person the right to prevent, delay, or otherwise interfere with any of the contemplated transactions pursuant to:

- (i) any provision of Buyer's Governing Documents;
- (ii) any resolution adopted by the Buyer;
- (iii) any Legal Requirement or Order to which Buyer may be subject; or
- (iv) any Contract to which Buyer is a party or by which Buyer may be bound.

3. **Certain Proceedings.** To the knowledge of Buyer, there is no pending Proceeding that has been threatened or commenced against Buyer that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the contemplated transactions.

4. **Brokers or Finders.** Buyer has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment about the contemplated transactions.

5. **Enforceability.** Neither the execution and delivery of this Agreement nor the consummation or performance of any of the contemplated transactions will, directly or indirectly (with or without notice or lapse of time):

(a) Breach any provision of any of the Governing Documents of the Buyer or any resolution adopted by Buyer;

(b) Breach any Legal Requirement or any Order to which Buyer may be subject; or

(c) Breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under, or to cancel, terminate, or modify, any contract or obligation to which Buyer is subject.

6. **Consent.** Buyer is not required to obtain any Consent or approval from any Person about the execution and delivery of this Agreement or the consummation or performance of any of the contemplated transactions.

7. **Legal Proceedings; Orders.**

(a) To the knowledge of Seller, there is no pending or threatened Proceeding:

(i) by or against any Buyer or that otherwise relates to or may materially adversely affect the business of, or any of the assets owned or used by, Buyer; or

(ii) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the contemplated transactions.

(b) There is no Order to which Buyer or its business is subject that challenges, or may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the contemplated transactions.

8. **Sufficient Cash.** Buyer has a signed financing proposal from Comerica, which shall enable it to make payment of the purchase price at the Closing, and Buyer has the wherewithal to consummate the transactions contemplated by this Agreement.

9. **Independent Investigation.** Buyer has conducted its own independent investigation, review and analysis of Seller's business and the Assets, and acknowledges that it has been provided access to the personnel, properties, assets, premises, books and records, and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in this Agreement (including related portions of the Exhibits and Schedules); and (b) neither Seller, Seller Shareholder, nor any other person has made any representation or warranty as to Seller, Seller's business, the Assets or this Agreement, except as expressly set forth in this Agreement, and Buyer is buying the Assets in their "as is" condition.