

DEMPSEY, ROBERTS & SMITH, LTD.
ATTORNEYS AT LAW

1130 WIGWAM PARKWAY ♦ HENDERSON, NEVADA 89074
(702) 388-1216 TELEPHONE ♦ (702) 388-2514 FACSIMILE

www.drsltd.com

JOSEPH F. DEMPSEY
KENNETH M. ROBERTS
DAVID B. MATHENY

NATHALIE M.F. GOTTSCHALK
VERONICA M. BARISICH
JOSEPH W. RICCIO
SCOTT L. SMITH
DAVID E. KRAWCZYK

OF COUNSEL:
BILLY SMITH, JR.

EDUARDO J. RIVERA
SHAOLINE K. LOVING
KAREN GRANT-HEAD
MICHAEL J. WALSH

Direct Email: Researchattorney@drsltd.com

August 6, 2013

National Labor Relations Board
Office of Gary Shinnors
NLRB Executive Secretary
1099 14th St., N.W.
Washington, DC 20570-0001

RE: Case No. 07-CA-053651; New Link, Ltd., Inn Site, Inc., et al. v. Michican Council 25,
American Federation of State County and Municipal Employees, AFL-CIO

Dear Sirs:

Our firm represents Charles and Cedell Murff in the above entitled matter. Accompanying this correspondence are copies of our clients' Motions to Dismiss and an affidavit of service. Per Sec. 102.24, eight copies of each motion are provided. Copies of these Motions have previously been served upon the parties named in the NLRB's Compliance Specification at the addresses listed therein.

Sincerely,


David E. Krawczyk, Esq.

DEK/dbm

Celebrating our 20th year serving clients.

Dempsey, Roberts & Smith, Ltd. is pleased to provide legal representation in the following areas: auto accidents and other personal injuries, criminal defense, defense of DUI, bankruptcy, traffic citations, probate, immigration, family law, contract law, corporations and LLCs, wills, trusts, asbestos injuries and government security clearance cases.

AFFIDAVIT OF SERVICE

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

I, DAVID E. KRAWCZYK, ESQ., being first duly sworn, hereby depose and say, that:

1. On July 8, 2013, copies of Respondent Cedell Murff's Motion to Dismiss and Respondent Charles A. Murff's Motion to Dismiss were served upon the parties named in the NLRB's Compliance Specification and Notice of Hearing in the matter of Case No. 07-CA-053651 (New Link, Ltd., Inn Site, Inc., Cherlayne, Inc., Detroit Center for Care, LLC, and their Officers, Agents, Successors, and Assigns, v. Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO).

2. The persons and entities listed as parties to the above entitled action were served by U.S. Mail at the following addresses:

Cedell Murff
5612 Pacesetter St.
N. Las Vegas, NV 89081-6492

Renauld Williams
3524 Hyde Circle SE
Port Saint Lucie, FL 34984

Richard Bryant
New Link Limited Inn Site Inc &
Cherlayne Inc. & Detroit Center for Care
LLC
7373 Laurel Ct.
West Bloomfield, MI 48322-2838

Renauld Williams
24370 W. Ten Mile Rd.
Southfield, MI 48033

Richard Bryant
Detroit Center for Care, LLC
7373 Laurel Ct.

Renauld Williams
7373 Laurel Ct.
West Bloomfield, MI 48322-2838

West Bloomfield, MI 78322-2838

Renauld Williams
2543 Rushing Wind Ct.
Lawrenceville, GA 30044-5007

Richard Bryant
Detroit for Care LLC
6008 Danbury Ct.
West Bloomfield, MI 48322-2838

Richard Bryant
24370 W. Ten Mile Rd.
Southfield, MI 48033

Brianne Landry Registered Agent
Detroit Center for Care, LLC
511 E. Grand Blvd.
Detroit, MI 48207

Detroit Center for Care LLC
30729 Greenfield Rd.
Southfield, MI 48076-1511

Detroit Center for Care, LLC
6370 Village Park Dr., Apt. #201
West Bloomfield, MI 48322

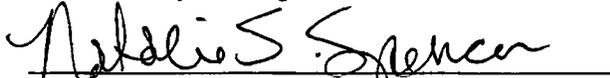
New Link Ltd. Inn Site & Cherlayne Inc
6821 Sarena St.
Detroit, MI 48210

3. Further, your Affiant sayeth naught.

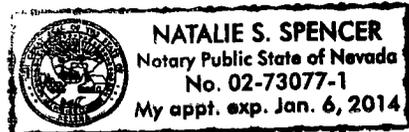


DAVID E. KRAWCZYK, ESQ.

SUBSCRIBED and SWORN to before me
this 6th day of August, 2013.



NOTARY PUBLIC in and for said
County and State.



1 **KENNETH M. ROBERTS, ESQ.**
State Bar No.: 004729
2 **DEMPSEY, ROBERTS & SMITH, LTD.**
1130 Wigwam Parkway
3 Henderson, Nevada 89074
Phone: (702) 388-1216
4 Fax: (702) 388-2514
Attorney for Respondent,
5 Cedell A. Murff

6
7 **NATIONAL LABOR RELATIONS BOARD**
REGION SEVEN

8 NEW LINK, LTD., INN SITE, INC.,)
and CHERLAYNE, INC., Single)
9 Employer, and DETROIT CENTER)
FOR CARE, LLC, Joint Employer, AND)
10 THEIR OFFICERS, AGENTS,)
SUCCESSORS AND ASSIGNS)

11 Respondents,)

Case No.: 07-CA-053651

12 and)

13)
14 MICHIGAN COUNCIL 25, AMERICAN)
FEDERATION OF STATE, COUNTY)
15 AND MUNICIPAL EMPLOYEES,)
AFL-CIO)

16 Charging Union.)
17

18 **RESPONDENT'S CEDELL MURFF'S MOTION TO DISMISS**

19 **COMES NOW** Respondent, CEDELL MURFF, by and through his attorney,
20 KENNETH M. ROBERTS, ESQ., of the law firm DEMPSEY, ROBERTS & SMITH, LTD.,
21 and hereby submits this RESPONDENT CEDELL MURFF'S MOTION TO DISMISS.
22

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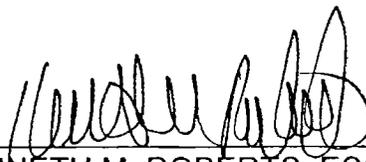
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28 ///

1 This Motion is made and based upon all pleadings and papers on file hereby, the
2 points and authorities attached hereto, the affidavit attached, and any oral argument of
3 counsel as may be adduced at the hearing of this matter.

4 DATED this 8th day of July, 2013.



6
7 KENNETH M. ROBERTS, ESQ.
State Bar No.: 004729
8 DEMPSEY, ROBERTS & SMITH, LTD.
1130 Wigwam Parkway
9 Henderson, Nevada 89074
Attorney for Respondent, Charles A. Murff

10
11 **MEMORANDUM OF POINTS AND AUTHORITIES**

12 I.

13 **BRIEF HISTORY OF THE FACTS**

14 Respondent Cedell Murff, through New Link, Ltd., Inn Site, Inc., and Cherlayne,
15 Inc. owned and operated adult care facilities in the Detroit area until November 12, 2010.

16 On, or about, November 12, 2010, Cedell Murff completed the sale of New Link,
17 Ltd., Inn Site, Inc., and Cherlayne, Inc. Pursuant to a purchase agreement, all assets of
18 these corporations, including corporate names, brands, and goodwill, were sold to Detroit
19 Center for Care, LLC and to Richard Bryant and Reynold Williams, individually. See
20 Purchase Agreement, Exhibit 1. Subsequent to the sale, Cedell Murff has not been
21 involved with New Link, Ltd., Inn Site, Inc., or Cherlayne, Inc., in any way. One
22 subsequent document reflects Renauld Williams as having assumed the title of President
23 for New Link, Ltd. See Michigan Dept. Of Energy, Labor & Econ. Growth Nonprofit Corp.
24 Info. Update, dated March 13, 2011, Exhibit 2.

25
26
27
28 Consequently, it came as an unpleasant surprise to when Cedell Murff's son,

1 Charles A. Murff, learned the NLRB potentially intends to hold Cedell Murff accountable
2 for a judgment against New Link, Ltd., Inn Site, Inc., and Cherlayne, Inc. relating to
3 events which occurred after the November 12, 2010 sale of these businesses.

4 II.

5 **LAW AND ARGUMENT**

6
7 A. ALL ALLEGED VIOLATIONS OCCURRED AFTER SALE OF RESPONDENT
8 CORPORATIONS TO DETROIT CENTER FOR CARE, RICHARD BRYANT, AND
9 RENAULD WILLIAMS.

10 The earliest violation alleged against New Link, Ltd., Inn Site, Inc., or Cherlayne,
11 Inc., that is a subject of the NLRB's August 26, 2012 decision, occurred on November 29,
12 2010. See NLRB Compliance Specification and Notice of Hearing, Attachment 1,
13 "Wages Lost By Discriminatees Per Pay Period for Hours Worked Less than 72 from
14 November 29, 2010, through September 23, 2011", Exhibit 3.

15 All assets, corporate names, and good will, belonging to New Link, Ltd., Inn Site,
16 Inc., and Cherlayne, Inc., were sold on, or about, November 12, 2010 to Detroit Center
17 for Care, Richard Bryant, and Renauld Williams. See Purchase Agreement, Exhibit 1.

18 Accordingly, Cedell Murff, transferred all interest in the Respondent corporations
19 prior to any wage violations that are the subject of this NLRB action. Cedell Murff has
20 not held any interest in the Respondent corporations since November 12, 2010, before
21 the first alleged violations that form the basis of the Complainant's action.

22
23 B. PURSUANT TO TERMS OF THE PURCHASE AGREEMENT, DETROIT
24 CENTER FOR CARE, RICHARD BRYANT, AND RENAULD WILLIAMS AGREE
25 TO INDEMNIFY CEDELL MURFF.

26 Pursuant to the express terms of the Purchase Agreement by which Cedell Murff
27 transferred all assets of New Link, Ltd., Inn Site, Inc., and Cherlayne, Inc., to Detroit
28 Center for Care, Richard Bryant, and Reynauld Williams:

1 "The Purchaser agrees to indemnify, hold harmless, and defend the Seller
2 and the Shareholder in respect to any and all claims, losses, damages,
3 liabilities, and expenses (including without limitation, settlement costs and
4 any legal, accounting and other expenses for investigating or defending
5 any actions or threatened actions) reasonably incurred by the Setter or the
6 Shareholder in connection with any liabilities or claims made against them
7 because of any act or failure to act of the Purchaser in connection with the
8 business being purchased under this agreement..." See Purchase
9 Agreement, Section 9.2., Exhibit 1.

10 As explained in the preceding section, this Purchase Agreement was executed
11 between seller Cedell Murff and purchasers Detroit Center for Care, Richard Bryant, and
12 Renauld Williams on November 12, 2010. See Purchase Agreement, Exhibit 1. The
13 earliest alleged violations that are the subject of this NLRB action occurred on November
14 29, 2010.

15 Consequently, Detroit Center for Care, Richard Bryant, and Renauld Williams
16 should properly indemnify Cedell Murff for any adverse judgment related to this NLRB
17 action pursuant to the terms of the November 12, 2010 Purchase Agreement relating to
18 the sale of New Link, Ltd., Inn Site, Inc., and Cherlayne, Inc.

19 B. CEDELL MURFF IS NOT A PROPER DEFENDANT IN THIS NLRB ACTION.

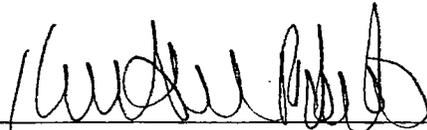
20 The NLRB's Compliance Specification and Notice of Hearing cites NLRB Decision
21 and Order (358 NLRB No. 26), dated April 26, 2012, against "New Link Ltd. (Respondent
22 New Link), Inn Site, Inc. (Respondent Inn Site), Cherlayne, Inc. (Respondent Cherlayne),
23 Detroit Center for Care, LLC (Respondent DCC), and their *officers, agents, successors,*
24 *and assigns...*"

25 Previously, Cedell Murff served as President for New Link, Ltd., Inn Site, Inc., or
26 Cherlayne, Inc. Subsequent to the sale of these businesses, Renauld Williams filed
27 documents with the Michigan Department of Energy, Labor, and Economic Growth,
28 identifying himself as President for New Link, Ltd. Consequently, Cedell Murff is not an

1 "officer, agent, successor, or assign" for New Link, Ltd., and is not a proper defendant in
2 this NLRB action with respect to this corporation.

3
4 For the above and foregoing reasons, Cedell Murff respectfully requests the NLRB
5 dismiss him from the above entitled action, Case #07-CA-053651.

6
7 **DATED** this 8th day of July, 2013.

8
9
10 

11 **KENNETH M. ROBERTS, ESQ.**
12 State Bar No.: 004729
13 **DEMPSEY, ROBERTS & SMITH, LTD.**
14 1130 Wigwam Parkway
15 Henderson, Nevada 89074
16 (702) 388-1216
17 Attorney for Respondent,
18 Cedell Murff
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 8th day of July, 2013, service of the foregoing was made to counsel and all parties listed below by U.S. Mail addressed as follows:

Cedell Murff
5612 Pacesetter St.
N. Las Vegas, NV 89081-6492

Richard Bryant
New Link Limited Inn Site Inc & Cherlayne
Inc. & Detroit Center for Care LLC
7373 Laurel Ct.
West Bloomfield, MI 48322-2838

Cedell Murff
6138 Westbrook Dr.
West Bloomfield, MI 48322-3226

Renauld Williams
7373 Laurel Ct.
West Bloomfield, MI 48322-2838

Renauld Williams
2543 Rushing Wind Ct.
Lawrenceville, GA 30044-5007

Renauld Williams
3524 Hyde Circle SE
Port Saint Lucie, FL 34984

Renauld Williams
24370 W. Ten Mile Rd.
Southfield, MI 48033

Richard Bryant
Detroit Center for Care, LLC
7373 Laurel Ct.
West Bloomfield, MI 78322-2838

DEMPSEY, ROBERTS & SMITH, LTD.

1130 Wigwam Parkway • Henderson, Nevada 89074
(702) 388-1216 • Fax: (702) 388-2514

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Richard Bryant
Detroit for Care LLC
6008 Danbury Ct.
West Bloomfield, MI 48322-2838

Richard Bryant
24370 W. Ten Mile Rd.
Southfield, MI 48033

Brianne Landry Registered Agent
Detroit Center for Care, LLC
511 E. Grand Blvd.
Detroit, MI 48207

Detroit Center for Care LLC
30729 Greenfield Rd.
Southfield, MI 48076-1511

Detroit Center for Care, LLC
6370 Village Park Dr., Apt. #201
West Bloomfield, MI 48322

New Link Ltd. Inn Site & Cherlayne Inc
6821 Sarena St.
Detroit, MI 48210



An employee of
Dempsey, Roberts & Smith, Ltd.

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

PURCHASE AGREEMENT

between

PARTIES: *AFC Homes established by Mr. Cedell Murff hereinafter ("Advanced Homes")*, corporation's created under the laws of the state of Michigan (the "Seller") and its subsidiaries, New Link, Ltd., Inn Site Inc. and Cherlayne Inc.
and
Detroit Center for Care, a Limited Liability Company created under the laws of the state of Michigan (the "Purchaser")

RECITALS:

A. Seller operates "Advanced Homes" a licensed adult foster care home, dedicated to housing and caring for adults with disabilities. "Advanced Homes" operates at 14531 Vaughan Street Detroit Michigan 48223; 6821 Sarena Street Detroit Michigan 48210 and 305 East Grand Boulevard Detroit Michigan 48207 (the "Premises").

B. Purchaser Detroit Center for Care, hereinafter "DCFC" is a premier management company that provides a unique combination of hospitality, health care and community-based social services to the Metro Detroit area. DCFC operates at 30729 Greenfield Rd. Southfield, Michigan 48076

C. The Seller wants to sell, and the Purchaser wants to buy, substantially all of the assets of the Seller's business in accordance with the provisions of this agreement.

AGREEMENTS:

SECTION I. SALE

The Seller hereby agrees to sell to the Purchaser, and the Purchaser agrees to buy from the Seller, the following described assets and property:

Equipment.

1.1. Equipment. All of the equipment, bank accounts, accounts receivables, remaining stockholders equity, tools, furniture, and fixtures, machinery together with all other tangible property subject to leases attached Exhibit A, owned by the Seller and located on the Premises at the closing of this sale. Any other accounts, known or unknown, not specifically listed in Exhibit A, will remain the property of the Seller.

Inventory.

1.2. Inventory. The entire inventory of supplies and goods and materials held for resale, existing and located on the Premises at the closing of this sale. The inventory being sold does not include supplies that are adapted by name, mark, or design to exclusive use by the Seller.

PURCHASE AGREEMENT

between

PARTIES: *AFC Homes established by Mr. Cedell Murff hereinafter ("Advanced Homes")*, corporation's created under the laws of the state of Michigan (the "Seller") and its subsidiaries, New Link, Ltd., Inn Site Inc. and Cherlayne Inc.
and
Detroit Center for Care, a Limited Liability Company created under the laws of the state of Michigan (the "Purchaser")

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Inventory.

1.2. Inventory The entire inventory of supplies and goods and materials held for resale, existing and located on the Premises at the closing of this sale. The inventory being sold does not include supplies that are adapted by name, mark, or design to exclusive use by the Seller.

Real Property Interests

1.3. Real Property Interests. As part of a separate transaction, the parties agree that all of the interest of the Seller, relating to the separate Premises; all interest of the Seller in real property improvements on the Premises; will be sold on or before November 11th, 2010.

Real Property Taxes

1.4 The parties understand and agree that Seller shall be responsible for paying property taxes up to the date of closing.

Business Name.

1.5. Business Name. All of the interest of the Seller in the business name "Advanced Homes" and its various names, and all good will of the Seller's business operated under those names. The licensing rights will remain in the name of Cedell Murff, but will be owned by Detroit Center for Care.

SECTION 2. EXCLUDED PROPERTY

Any tangible property agreed to by the parties is not part of this sale and must be removed from the Premises by the Seller within thirty (30) days following the closing of this sale. The Seller must also remove the inventory of supplies adapted by name, mark, or design to exclusive use by the Seller. The accounts receivable of the Seller are also not part of this sale, although they will be collected by the Purchaser as provided in this agreement.

SECTION 3. PURCHASE PRICE

3.1. Purchase Structure, CNC and Business Names.

The purchase price of all assets being purchased is structured and agreed to by the parties in the following manner:

Two Hundred Thousand Dollars (\$200,000.00) allocated in the following manner:

Business names and goodwill	\$150,000 for the use of various names, including: "Advanced Homes", Murff Group, Murff Companies, Murff Operation C. Murff Group, C. Murff Companies, C. Murff Operation
Covenant not to Compete	\$50,000 for the Covenant not to Compete detailed in section 3.3

3.2. Taxes and Interest.

The parties understand and agree that the following tax rates and interest will apply:

$\$150,000 \times .20 = \$30,000$ as the tax on the business names goodwill

$\$50,000 \times .30 = \$15,000$ as tax on the Covenant not to Compete

\$29,172.46 as the interest over Sixty-Six (66) Months (as detailed in the attached amortization schedule)

3.3. *Covenant not to Compete*

In consideration of Fifty Thousand Dollars (\$50,000.00) paid by Purchaser to Seller, Seller agrees not to operate, establish or create a same or similar care business in the Detroit Metro area for five years from the date of closing. *Purchaser and Seller agree that the Detroit Metro area consists of Wayne County, Macomb County and Oakland County.* Both Purchaser and Seller understand and agree that the Covenant is devised to protect Purchaser's reasonable, competitive business interests. Purchaser and Seller also agree that the limitations imposed through this Covenant are reasonable as to the duration, geographic area and limitation of business pursuits.

3.4 *Totals Due*

Combining the purchase price, taxes and interest, the parties understand and agree on the total amount due:

$\$200,000 + \$29,172.46 + \$30,000 + \$15,000 = \$274,172.46$

Payment of the total purchase price shall be made to the Cedell Murff Living Trust.

SECTION 4. PAYMENT OF PURCHASE PRICE

Monthly Payments

4.1 *Monthly Payment.* The total purchase price shall be paid through Sixty-Six (66) monthly installments of Four Thousand One Hundred and Fifty-Four Dollars and Thirteen Cents (\$4,154.13) per month. All monthly payments shall be made to the Cedell Murff Living Trust.

Forfeiture and Acceleration Clause

4.2. If the Purchaser shall fail to perform any of the covenants or conditions contained in this contract, for a period of thirty (30) consecutive days after the date on which such performance is required under this contract, the Seller may:

(a) give the Purchaser a written notice specifying the default which has occurred and inform the Purchaser in such notice that if such default continues for a period of fifteen (15) days after service of such notice, that the Seller will, without further notice, declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan; or

(b) not declare the entire balance due and payable, and proceed according to the common law or the statutes of the State of Michigan, including but not limited to the right of Seller to declare a forfeiture in consequence of the nonpayment of any moneys required to be paid under this contract or any other breach of this contract but in the event Seller elects to proceed under this subparagraph, the Seller shall give the Purchaser a written notice of forfeiture specifying the default which has occurred and shall give the Purchaser a period of fifteen (15) days after service of such notice of forfeiture to cure the default which has occurred. Mr. Richard Bryant and Mr. Renauld Williams, for Detroit Center for Care, personally guarantees payment and performance in accordance with the terms of this purchase agreement. By agreeing to these terms, Mr. Bryant, Mr. Williams and Mr. Cedell Murff understand and agree that Mr. Bryant and Mr. Williams may be held personally liable for default under said agreement.

(c) Individually for purposes of personally guaranteeing.

Name: Richard Bryant

Name: Renauld Williams

SECTION 5. CLOSING

Time and Location

5.1. Time and Location. This sale will be closed at the office of ~~Seaver Title Agency, 42651 Woodward Ave Bloomfield Hills, MI 48304~~ on November 11th, 2010, or at such other place or at such other time as the parties agree upon in writing. ^{CM} UTC, 26677 W. 12 Mile Rd
~~Southfield, MI 48074~~ 134 RW RB

Sellers' Closing Documents.

5.2. Sellers' Closing Documents. At the closing, the Seller must deliver the following documents to the Purchaser:

Bill of Sale.

5.2.1. Bill of Sale. A Bill of Sale signed by the Seller conveying the equipment, inventory, and other tangible property being purchased in accordance with the form attached hereto.

Lien Search.

5.2.2. Lien Search. A current lien search covering the equipment, inventory, and other tangible property being purchased in a form subject to the reasonable satisfaction of counsel for the Purchaser; and termination statements, satisfactions, or partial releases of the property being purchased from any lien or encumbrance shown on the lien search. The lien search shall include any outstanding tax liens on the business. Any outstanding liens on the properties or the business shall be paid prior to closing. Outstanding taxes shall be paid within 365 days of closing.

Assignments of Tangible Property Leases.

5.2.3. Assignments of Tangible Property Leases. Assignments signed by the Seller transferring the Seller's interest in property leases in the form reasonably acceptable to counsel for the Purchaser, a together with any signed consents to the assignments as may be reasonably required by counsel for the Purchaser.

Assignment of Business Names.

5.2.4. Assignment of Business Name. An assignment of the Seller's interest in the business names set forth in section 3.1.

Certified Resolution.

5.2.5. Certified Resolution. A resolution of the board of directors and shareholders of the Seller, certified to be true and correct and in full force by the Secretary of the Seller, authorizing the execution and delivery of this agreement on behalf of the Seller and authorizing the execution and delivery of the closing documents to be furnished by the Seller.

Certificate Regarding Representations and Warranties.

5.2.6. Certificate Regarding Representations and Warranties. A certificate of the Seller that all of the representations and warranties of the Seller contained in this agreement continue to be accurate and in full force and effect to the time of the closing of this sale.

5.3 Purchaser's Closing Documents. At the closing, the Purchaser must deliver the following documents to the Seller:

Certificate Regarding Representations and Warranties.

5.3.2. Certificate Regarding Representations and Warranties. A certificate of the Purchaser that all of the representations and warranties of the Purchaser contained in this agreement continue to be accurate and in full force and effect at the time of the closing of this sale.

SECTION 6. SELLER'S WARRANTIES AND REPRESENTATIONS

The Seller warrants and represents to the Purchaser that:

Organization.

6.1. Organization. The Seller is a corporation duly organized, validly existing, and in good standing under the laws of the state of Michigan, with all corporate powers necessary to own its assets and property and to carry on its business as so owned and conducted.

Authority.

6.2. Authority. The Seller has full corporate power and authority to sign and deliver this agreement, to perform the Seller's obligations under this agreement, and to enter into the transactions contemplated by this agreement, and the execution and delivery of this agreement has been duly authorized and approved by the Seller's board of directors and shareholders.

Property.

6.3. Property. The Seller is in possession of and has good title to all such property as part of this purchase agreement, free and clear of any lien, claim, encumbrance, charge, or equity whatsoever; does not hold or possess any such property under any lease, security agreement, conditional sales contract or other title retention or security arrangement; and has not received any notice of any claim by any third person with regard to any such property.

Financial Statements.

6.4. Financial Statements. The Seller has provided the Purchaser with copies of its balance sheets and profit and loss statements. The financial statements are true and complete and have been prepared in accordance with accepted and standard accounting practices and procedures.

Liabilities.

6.5. Liabilities. Except to the extent reflected or reserved against in the financial statements, the Seller has no liabilities of any nature, whether accrued, absolute, contingent, or otherwise, arising from any transactions entered into or facts existing prior to the date of this agreement. The Seller represents and warrants that it does not know or have reasonable grounds to know of the basis for the assertion of any claim against it except those reflected or reserved against in the Financial Statements or disclosed in writing to the Purchaser prior to the closing.

Breach or Violation.

6.6. Breach or Violation. The consummation of the transactions contemplated by this agreement will not result in or constitute a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of the articles of incorporation or bylaws of the Seller, or any lease, license, promissory note,

conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, or arrangement to which the Seller is a party or by which the Seller, or any of the property referred to in this agreement is bound, or the creation or imposition of any lien, charge, or encumbrance on any of such property.

Adverse Factors

6.7. Adverse Factors. To the best of Seller's knowledge and belief, there are no material adverse factors affecting the assets to be sold under the terms of this agreement or the business of the Seller in which such assets are used.

SECTION 7. PURCHASER'S WARRANTIES AND REPRESENTATIONS

The Purchaser warrants and represents to the Seller that:

Organization.

7.1. Organization. The Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the state of Michigan, with all corporate powers necessary to own its assets and property and to carry on its business as so owned and conducted.

Authority.

7.2. Authority. The Purchaser has full corporate power and authority to sign and deliver this agreement, to perform the Purchaser's obligations under this agreement, and to enter into the transactions contemplated by this agreement, and execution and delivery of this agreement has been duly authorized and approved by the Purchaser's board of directors.

SECTION 8. SCOPE OF WARRANTIES AND REPRESENTATIONS

Limitation.

8.1. Limitation. Purchaser acknowledges that it has been given a reasonable opportunity to fully examine and inspect all of the assets being purchased under this agreement. The Purchaser agrees to accept the assets "AS IS," including any latent defects existing at the time of this transaction. The Purchaser also acknowledges that it has been given a reasonable opportunity to fully examine and inspect the business books and records of the

Seller, and the Seller represents and warrants that all business books and records made available are true and correct, to the best of its information, knowledge, and belief. Except for the express warranties and representations contained in this agreement, there are no representations or warranties, express or implied, applicable to this transaction.

Survival of Representations and Warranties.

8.2. Survival of Representations and Warranties. All representations and warranties made in this agreement will survive the closing of this sale, except that any party to whom a representation or warranty has been made in this agreement will be deemed to have waived any misrepresentation or breach of representation or warranty of which the party had knowledge before closing.

SECTION 9. INDEMNITY

Seller's and Shareholder's Indemnity

9.1. Seller's and Shareholder's Indemnity. The Seller and the Shareholder jointly and severally agree to indemnify, hold harmless, and defend the Purchaser in respect to any and all claims, losses, damages, liabilities, and expenses (including without limitation, settlement costs and any legal, accounting, and other expenses for investigating or defending any actions or threatened actions) reasonably incurred by the Purchaser in connection with any liabilities or claims made against it because of any act or failure to act of the Seller or the Shareholder in regard to the business being purchased under this agreement arising prior to the closing or as a result of any breach of warranty in this agreement. In addition to other remedies available, the Purchaser will have the right to offset any amount due to the Purchaser as indemnification from payments thereafter coming due on the Promissory Note.

Purchaser's Indemnity

9.2. Purchaser's Indemnity. The Purchaser agrees to indemnify, hold harmless, and defend the Seller and the Shareholder in respect to any and all claims, losses, damages, liabilities, and expenses (including without limitation, settlement costs and any legal, accounting, and other expenses for investigating or defending any actions or threatened actions) reasonably incurred by the Seller or the Shareholder in connection with any liabilities or claims made against them because of any act or failure to act of the Purchaser in connection with the business being purchased under this agreement arising after the closing or as a result of any breach of warranty in this agreement.

SECTION 10. BULK TRANSFER

The Seller and Purchaser do not intend to comply with the laws of the state of Michigan relating to bulk transfers. Except for any obligation specifically assumed by the Purchaser under the terms of this agreement, the Seller must pay before delinquency all obligations due to creditors of the Seller existing at the closing of this sale, and will indemnify and hold the Purchaser harmless from all such claims. If the Purchaser pays any such claim, the Purchaser will be entitled to credit the amount of the payment, together with any expenses reasonably incurred in connection with the payment, to the next payments coming due from the Purchaser to the Seller under the Promissory Note as well as any other remedies to which the Purchaser is entitled.

SECTION 11. CONTINUATION OF BUSINESS

During the period from the execution of this agreement to the closing of this sale, the Seller must continue to conduct its business in the usual and customary manner in which the business has been conducted in the past, except that the Seller must seek to control inventory as provided in this agreement.

SECTION 12. LICENSES AND PERMITS

The Purchaser is obtaining all necessary licenses, permits, or governmental approvals for the operation of the business presently conducted by the Seller as part of this transaction. The Seller will cooperate with the Purchaser in obtaining the required items, but obtaining any other unrelated license, permit, or approval will not be a condition of the closing of this sale.

SECTION 13. RISK OF LOSS

All risk of loss to the property being purchased under this agreement will remain with the Seller until the closing of this sale and will pass to the Purchaser at that time.

SECTION 14. ACCESS

During the period from the execution of this agreement to the closing of this sale, the Purchaser and its representatives will be permitted access to the business premises of the Seller and to all books, records, files, and documents relating to the conduct of the business of the Seller. In addition, the Purchaser will be permitted to contact and discuss with the Seller's officers, employees, attorneys, accountants, suppliers, and other persons who are furnishing, or have furnished, services to the Seller in connection with its business, and the Seller will furnish authorization to engage in such discussions as may be requested by any of such persons. The Purchaser may not disclose any information obtained by using the right of access provided for in this section to any person except agents and employees of the Purchaser and other persons furnishing advice to the Purchaser in connection with the purchase under this agreement. The inspection and discussion permitted under this section may not be deemed a waiver or modification of any representation or warranty of the Seller. The Purchaser will be responsible for any charges resulting in such access.

SECTION 15. ACCOUNTS RECEIVABLE

Collection by Purchaser.

15.1. Collection by Purchaser. The Seller's accounts receivable are not part of this sale but will be collected by the Purchaser. At the time of the closing of this sale, or as soon thereafter as it can reasonably be prepared, the Seller must furnish the Purchaser with a schedule of all of Seller's accounts receivable. The Purchaser must diligently prosecute the collection of the accounts receivable in the same manner, and following the same practices, as the Purchaser employs for the collection of its own accounts receivable. All payments received from account debtors with remaining balances due to the Seller must be applied on a first in, first out basis until the balances are paid in full.

Collection by Seller

15.2. Collection by Seller. Accounts Receivable and any back taxes or adjustments due to seller, prior to the close of sale shall be the property of the seller.

SECTION 16. MISCELLANEOUS PROVISIONS

Binding Effect.

16.1. Binding Effect. The provisions of this agreement are binding upon and will inure to the benefit of the successors and assigns of the parties. This provision does, however, not affect the limitations on assignment in this agreement.

Notice

16.2. Notice. Any notice or other communication required or permitted to be given under this agreement must be in writing and must be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, addressed to the respective representatives of parties as follows:

C.A. Murff	5612 Pacesetter Street. North Las Vegas, Nevada 89081
Richard Bryant	30729 Greenfield Road. Southfield, Michigan 48076
Renauld Williams	30729 Greenfield Road. Southfield, Michigan 48076

The address of a party to which notices or other communications must be mailed may be changed from time to time by giving written notice to the other parties. All notices and other communications will be deemed to be given at the time of delivery if personally delivered or at the expiration of three days after the date of mailing if mailed, unless the recipient acknowledges receipt earlier.

Litigation Expense.

16.3. Litigation Expense. If there is a default under this agreement, the defaulting party must reimburse the non-defaulting parties for all costs and expenses reasonably incurred by them in connection with the default, including without limitation attorneys' fees. In addition, if a suit or action is filed to enforce this agreement or with respect to this agreement, the prevailing party or parties are entitled to be reimbursed by the other party or parties for all costs and expenses incurred in connection with the suit or action, including without limitation reasonable attorneys' fees at the trial level and on appeal.

Waiver

16.4 Waiver. No waiver of any provision of this agreement will be deemed, or will constitute, a waiver of any other provision, whether or not similar, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

Applicable Law.

16.5. Applicable Law This agreement will be governed by and must be construed in accordance with the laws of the state of Michigan.

Entire Agreement.

16.6. Entire Agreement. This agreement constitutes the entire agreement between the parties pertaining to its subject matter, and it supersedes all prior or contemporaneous, agreements, representations, and understandings. No supplement, modification, or amendment of this agreement will be binding unless executed in writing by all parties.

In Witness whereof, the parties have executed this agreement the day and year first above written.

This Agreement is entered into this 29th day of October 2010 by:

Cedell Murff of Murff Homes, and individually Richard Bryant and Renauld Williams of Detroit Center for Care LLC,

Executed by Seller(s) in the presence of:

Cedell Murff

Executed by Purchaser(s) in the presence of:

R. Bryant *Renauld Williams*

STATE OF MICHIGAN

COUNTY OF

Wayne

The foregoing instrument was acknowledged before me this 12th day of November, 2010, by Cedell Murff & Renauld Williams

Denita Donahoo

DENITA DONAHOO
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan 19, 2015
Acting in the County of _____

Notary Public

Wayne County, Michigan

My Commission Expires: 01/19/2015

NOTES: *If this agreement is to be recorded, PRINT, TYPEWRITE OR STAMP Names of Persons executing this Instrument, also Names of Witnesses and Notary Public immediately underneath such signatures. In addition, the party's addresses should be printed in the recitals of this contract.

EXHIBIT A - Equipment included in Purchase

Item	Description	Serial / Account number	Location
• VEHICLE 1	2000 FORD VAN(12 SEAT)	1FBNE31L4YHB97676	NEW LINK, LTD. (14531 VAUGHN)
• VEHICLE 2	1999 FORD VAN(12 SEAT)	1FBSS31LXXH899619	CHERLAYNE, LTD(305 E GRAND)
• VEHICLE 3	1998 FORD VAN(12 SEAT)	1FBNE31L8WHA54422	INN SITE, INC.(6821 SARENA)
• VEHICLE 4	1998 DOGDE RAM(15 SEAT)	2B5WB35Y4WK149189	NEW LINK, LTD. (14531 VAUGHN)
• PNC ACCOUNT 1	CHECKING	4234593898	NEW LINK, LTD.
• PNC ACCOUNT 2	CHECKING	4234593919	CHERLAYNE, INC.
• PNC ACCOUNT 3	CHECKING	4234593927	INN SITE, INC.
• OFFICE MAX	CREDIT	INACTIVE	INN SITE, INC.
• OFFICE DEPOT	CREDIT	1414900876	NEW LINK, LTD.
• BP GAS CARD (4)	4 CREDIT CARDS	4987334457	NEW LINK , LTD.
• SAMS CLUB (2)	2 BUSINESS ACCOUNTS	10134240664839966	NEW LINK, LTD./CHERLAYNE, INC.
• IKON	COPIER MAITENANCE/ SUPPLIES		NEW LINK, LTD.
• COMPUTERS (2)	HP		NEW LINK, LTD./CHERLAYNE, INC.
• PRINTERS	HP		NEW LINK, LTD
• FAXES	HP		NEW LINK, LTD.
• TELEPHONES	6 TOTAL		NEW LINK(2), CHERLAYNE(2), INN SITE(2)
• MASTER KEYS			NEW LINK, CHERLAYNE, INN SITE
• INVENTORY			NEW LINK, CHERLAYNE, INN SITE
• LEASES			NEW LINK, CHERLAYNE, INN SITE
		1	

ADDENDUM A

In reference to Purchase Agreement between Renauld Williams Buyer,
and Cedell Murff, the Seller, and dated November 12th 2010, covering the real estate
property commonly known as:

14541 Vaughan Street Detroit, Michigan 48223

Subject property address

Described as:

Parcel 1A

Lot 328 and the East 9 feet of vacated alley adjacent thereto, B.E. Taylor's Coronado Subdivision, as recorded in
Liber 54 of Plats, Page 84, Wayne County Records

THE UNDERSIGNED BUYER AND SELLER HEREBY AGREE TO THE FOLLOWING:

Lot 328 as described shall be included in the total purchase price as agreed in the Purchase Agreement
including the terms within the Land Contract

All other items and conditions of said Purchase Agreement shall remain the same. The herein agreement
upon its execution by both parties is herewith made an integral part of the aforementioned Purchase
Agreement.

Date: 11-12-10

Buyer: [Signature]

Buyer: _____

Witness: _____

Date: 11/12/10

Seller: [Signature]

Seller: _____

Witness: _____

ADDENDUM B

In reference to Purchase Agreement between Renauld Williams Buyer, and Cedell Murff, the Seller, and dated November 13th 2010, covering the real estate property commonly known as:

6821 Sarena Street(Parcel 2) and 305 East Grand Boulevard(Parcel 3)

Subject property address

Described as:

Parcel 2

Lots 437 through 434, inclusive, William L. Holmes & Frank A. Vernor's Subdivision, as recorded in Liber 16 of Plats, Page 23, Wayne County Records.

Parcel 3

The South 20 feet of Lot 118 and the North 35 feet of Lot 119, Lothrop Estate Company Limited Subdivision, as recorded in Liber 22 of Plats, Page 12, Wayne County Records.

THE UNDERSIGNED BUYER AND SELLER HEREBY AGREE TO THE FOLLOWING:

Any payments made to PNC Bank Account Number:***** shall be deducted from the remaining balance owed to the Seller. The Seller understands that upon payoff of the PNC Bank Loan Number***** assuming that the Purchaser is not in default with Seller, the deed of property will be transferred to the Purchase by the Seller

All other items and conditions of said Purchase Agreement shall remain the same. The herein agreement upon its execution by both parties is herewith made an integral part of the aforementioned Purchase Agreement.

Date: 11-12-10
Buyer: [Signature]
Buyer: _____
Witness: _____

Date: 11/12/10
Seller: [Signature]
Seller: _____
Witness: _____

ADDENDUM C

In reference to Purchase Agreement between Renauld Williams Buyer,
and Cedell Murff, the Seller, and dated November 12th 2010, covering the real estate
property commonly known as:

6821 Sarena Street(Parcel 2) and 305 East Grand Boulevard(Parcel 3)
Subject property address

Described as

Parcel 2

Lots 437 through 434, inclusive, William L. Holmes & Frank A. Vernor's Subdivision, as recorded in Liber 16 of
Plats, Page 23, Wayne County Records.

Parcel 3

The South 20 feet of Lot 118 and the North 35 feet of Lot 119, Lothrop Estate Company Limited Subdivision, as
recorded in Liber 22 of Plats, Page 12, Wayne County Records.

THE UNDERSIGNED BUYER AND SELLER HEREBY AGREE TO THE FOLLOWING:

^{EM}
^{RW}
¹ ~~Cedell Murff authorizes Renauld Williams to contact PNC Bank regarding Loan Numbers*****~~

² Cedell Murff agrees to release Loan Statements on a monthly basis verifying payments pertaining to Loan
Number***** and *****

All other items and conditions of said Purchase Agreement shall remain the same. The herein agreement
upon its execution by both parties is herewith made an integral part of the aforementioned Purchase
Agreement.

Date: _____

Date: 11/12/10

Buyer: [Signature]

Seller: [Signature]

Buyer: _____

Seller: _____

Witness: _____

Witness: _____

PNC BANK ACCOUNT TRANSFER AGREEMENT

The following are terms of a legal agreement:

Cedell Murff hereby agrees to the transfer of ownership of the following PNC Bank checking accounts:

4234593898

4234593919

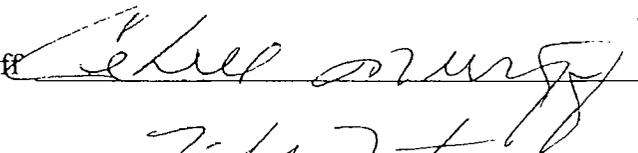
4234593927

Ownership shall be transferred over to Renauld Williams and Richard Bryant. In addition, Cedell Murff also agrees to refrain from making or attempting to make any form of withdrawal from the aforementioned PNC checking accounts. This agreement shall be made effective November 12, 2010.

CH RB RW

In Witness Whereof, the undersigned have executed this Certificate of Formation this 12th day of November in the year 2010.

Cedell Murff



Date

11/12/10

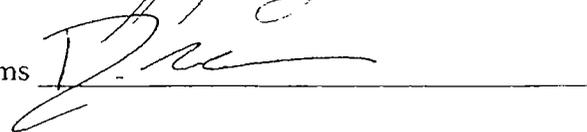
Richard Bryant



Date

11/12/10

Renauld Williams



Date

11-12-10

Compound Period: Monthly
 Nominal Annual Rate: 5.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	11/1/10	200,000.00	1		
2 Payment	12/1/10	3,472.31	66	Monthly	5/1/16

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	11/1/10				200,000.00
1	12/1/10	3,472.31	833.33	2,638.98	197,361.02
2010 Totals		3,472.31	833.33	2,638.98	
2	1/1/11	3,472.31	822.34	2,649.97	194,711.05
3	2/1/11	3,472.31	811.30	2,661.01	192,050.04
4	3/1/11	3,472.31	800.21	2,672.10	189,377.94
5	4/1/11	3,472.31	789.07	2,683.24	186,694.70
6	5/1/11	3,472.31	777.89	2,694.42	184,000.28
7	6/1/11	3,472.31	766.67	2,705.64	181,294.64
8	7/1/11	3,472.31	755.39	2,716.92	178,577.72
9	8/1/11	3,472.31	744.07	2,728.24	175,849.48
10	9/1/11	3,472.31	732.71	2,739.60	173,109.88
11	10/1/11	3,472.31	721.29	2,751.02	170,358.86
12	11/1/11	3,472.31	709.83	2,762.48	167,596.38
13	12/1/11	3,472.31	698.32	2,773.99	164,822.39
2011 Totals		41,667.72	9,129.09	32,538.63	
14	1/1/12	3,472.31	686.76	2,785.55	162,036.84
15	2/1/12	3,472.31	675.15	2,797.16	159,239.68
16	3/1/12	3,472.31	663.50	2,808.81	156,430.87
17	4/1/12	3,472.31	651.80	2,820.51	153,610.36
18	5/1/12	3,472.31	640.04	2,832.27	150,778.09
19	6/1/12	3,472.31	628.24	2,844.07	147,934.02
20	7/1/12	3,472.31	616.39	2,855.92	145,078.10
21	8/1/12	3,472.31	604.49	2,867.82	142,210.28
22	9/1/12	3,472.31	592.54	2,879.77	139,330.51
23	10/1/12	3,472.31	580.54	2,891.77	136,438.74
24	11/1/12	3,472.31	568.49	2,903.82	133,534.92
25	12/1/12	3,472.31	556.40	2,915.91	130,619.01
2012 Totals		41,667.72	7,464.34	34,203.38	
26	1/1/13	3,472.31	544.25	2,928.06	127,690.95
27	2/1/13	3,472.31	532.05	2,940.26	124,750.69
28	3/1/13	3,472.31	519.79	2,952.52	121,798.17
29	4/1/13	3,472.31	507.49	2,964.82	118,833.35
30	5/1/13	3,472.31	495.14	2,977.17	115,856.18
31	6/1/13	3,472.31	482.73	2,989.58	112,866.60
32	7/1/13	3,472.31	470.28	3,002.03	109,864.57
33	8/1/13	3,472.31	457.77	3,014.54	106,850.03
34	9/1/13	3,472.31	445.21	3,027.10	103,822.93
35	10/1/13	3,472.31	432.60	3,039.71	100,783.22

2013 Totals		41,667.72	5,714.45	35,953.27		
	38	1/1/14	3,472.31	394.44	3,077.87	91,587.87
	39	2/1/14	3,472.31	381.62	3,090.69	88,497.18
	40	3/1/14	3,472.31	368.74	3,103.57	85,393.61
	41	4/1/14	3,472.31	355.81	3,116.50	82,277.11
	42	5/1/14	3,472.31	342.82	3,129.49	79,147.62
	43	6/1/14	3,472.31	329.78	3,142.53	76,005.09
	44	7/1/14	3,472.31	316.69	3,155.62	72,849.47
	45	8/1/14	3,472.31	303.54	3,168.77	69,680.70
	46	9/1/14	3,472.31	290.34	3,181.97	66,498.73
	47	10/1/14	3,472.31	277.08	3,195.23	63,303.50
	48	11/1/14	3,472.31	263.76	3,208.55	60,094.95
	49	12/1/14	3,472.31	250.40	3,221.91	56,873.04
2014 Totals		41,667.72	3,875.02	37,792.70		
	50	1/1/15	3,472.31	236.97	3,235.34	53,637.70
	51	2/1/15	3,472.31	223.49	3,248.82	50,388.88
	52	3/1/15	3,472.31	209.95	3,262.36	47,126.52
	53	4/1/15	3,472.31	196.36	3,275.95	43,850.57
	54	5/1/15	3,472.31	182.71	3,289.60	40,560.97
	55	6/1/15	3,472.31	169.00	3,303.31	37,257.66
	56	7/1/15	3,472.31	155.24	3,317.07	33,940.59
	57	8/1/15	3,472.31	141.42	3,330.89	30,609.70
	58	9/1/15	3,472.31	127.54	3,344.77	27,264.93
	59	10/1/15	3,472.31	113.60	3,358.71	23,906.22
	60	11/1/15	3,472.31	99.61	3,372.70	20,533.52
	61	12/1/15	3,472.31	85.56	3,386.75	17,146.77
2015 Totals		41,667.72	1,941.45	39,726.27		
	62	1/1/16	3,472.31	71.44	3,400.87	13,745.90
	63	2/1/16	3,472.31	57.27	3,415.04	10,330.86
	64	3/1/16	3,472.31	43.05	3,429.26	6,901.60
	65	4/1/16	3,472.31	28.76	3,443.55	3,458.05
	66	5/1/16	3,472.31	14.26	3,458.05	0.00
2016 Totals		17,361.55	214.78	17,146.77		
Grand Totals		229,172.46	29,172.46	200,000.00		

Last interest amount decreased by 0.15 due to rounding.

Date: November 13, 2010

Buyer(s): Renauld Williams

Seller(s): Cedell Murff, Trustee of the Cedell Murff Revocable Living Trust

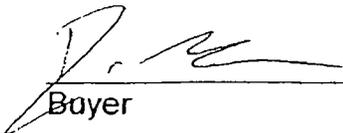
File Number: C0000-00360

Property Address: 14531 Vaughan, 14541 Vaughan, 6821 Sarena and
305 E. Grand Blvd.

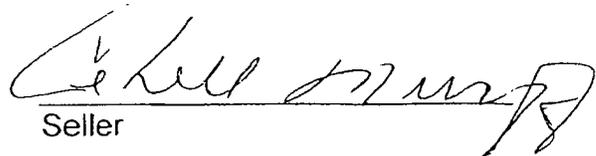
OUTSTANDING TAXES AND WATER BILLS

By signing this statement, I acknowledge the following:

- Universal Title Clearing, LLC has not held an escrow for water or taxes.
- It is the responsibility of *the buyer* to pay all outstanding taxes and water bills.
- No final water reading has taken place, and is the responsibility of the buyer.
- No final taxes have been reviewed, and all outstanding taxes are the responsibility of the buyer.



Buyer



Seller

Co-Buyer

Co-Seller

Seller: CEDELL MURFF REVOCABLE LIVING TRUST Buyer:

Property Address: 14541 VAUGHAN, 14531 VAUGHAN, 6821 SARENA and 305 E. GRAND BLVD.

City: DETROIT State: MICHIGAN Zip:

Seller(s) Column		Buyer(s) Column	
1a. Sales Price	150,000.00	1b. Sales Price	150,000.00
2a. Down-payment	0.00	2b. Down-payment	0.00
3a. Balance	150,000.00	3b. Balance	150,000.00
4a. Expenses		4b. Expenses	
5a. Title Search		5b. Title Search to	
6a. Recording Fees	30.00	6b. Recording and Handling Fees	
7a. Title Insurance		7b. Title Insurance	
8a. Attorney Fees		8b. Attorney Fees	
9a. Notary Fee		9b. Notary Fee	
10a. 2010 Property Taxes \$7,007.85		10b. Survey	
11a. Closing Fee		11b. Commission to	
12a. State Transfer Tax	112.50	12b. Closing Fee	350.00
13a. County Transfer Tax	16.50	13b. Escrow Fee	
14a. 2010 City Taxes \$7,007.85		14b. Doc Prep Fee 3 Deeds @ 75 ea	225.00
15a. 2010 County Taxes		15b. Doc Prep Fee Land Contract	175.00
16a. Title Clearing Escrow (See Exhibit "A")	2,500.00	16b.	
17a. Payoff to PNC (POC)			
18a. Prior years delinquent Taxes -- Estimate	670.01		
19a.			
20a. Total Expenses	3,186.51	20b. Total Expenses	750.00
21a. Balance Less Expenses	3,186.51	21b. Balance plus Expenses	150,750.00
22a. Other Adjustments		22b. Other Adjustments	
23a. County Tax Pro-ration	940.78	23b. City Tax Pro-ration	940.78
24a. City Tax Pro-ration	0.00	24b. County Tax Pro-ration	
25a. Special Assessment Pro-ration	0.00	25b. Special Assessment Pro-ration	
26a.		26b. Bal. of Land Contract (POC) \$135,000	
27a.		27b. Down payment on Land Contract	15,000.00
28a.		28b.	
29a.		29b.	
30a. Total Adjustments	940.78	30b. Total Adjustments	0.00
31a. Balance Due to Seller	0.00	31b. Balance Due from Buyer	15,750.00
32a. Total Due to/from Seller(s)	4,127.29	32b. Total Due From/to Buyer	

I/We certify that the contents hereof are true and correct.

Sellers: Cedell Murff SS# 88888888

DATE: 11/12/10

I/We certify that the contents hereof are true and correct.

Buyers: J.M. SS# _____

DATE: 11-12-10

EXHIBIT "A"

Title Clearing Escrow

14541 Vaughan

14531 Vaughan

Correct Break Chain in title from State of Michigan \$475
(\$300 the fee for the State of Michigan)

6821 Sarena

Discharge of Mortgage N/C

305 E. Grand Blvd.

Provide evidence and deed in fulfillment of Land Contract \$425

Extinguish interests of the \$400 - \$1,200
Estate of LouisA. Matuskiewicz (Probate)

\$2,500.00

ASSIGNMENT OF BUSINESS NAMES

This Assignment is made as of this 12 day of November, 2010, from Cedell Murff ("Assignor") to Detroit Center for Care, a Michigan Limited Liability Company ("Assignee").

RECITALS

- A. Pursuant to a Purchase Agreement dated November 12, 2010, Assignor has sold three (3) adult licensed foster care facilities to Assignee, and in accordance with that Purchase Agreement acquired the Business Names of the Assignor.
- B. Assignor is executing this Assignment for the purpose of assigning and transferring all of the Business Names referenced in Section 3.1 of said Purchase Agreement.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor does hereby assign, transfer and convey unto Assignee all of Assignor's right, title and interest in the Business Names of Advanced Homes, Murff Group, Murff Companies, Murff Operation, C. Murff Group, C. Murff Companies, C. Murff Operation (hereinafter the "Business Names").
2. Acceptance of Assignment. Assignee hereby accepts the assignment of the Business Names upon the terms and conditions set forth herein.
3. Governing Law. This Assignment shall be governed by and construed in accordance the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

WITNESS:

ASSIGNOR:

Cedell Murff by C.A. Murff POA
Cedell Murff, by C.A. Murff,
Power of Attorney

ASSIGNEE:

Detroit Center for Care, LLC

By: _____

Its:

BILL OF SALE

WHEREAS, until November 12, 2010, New Link, Ltd., Inn Site Inc. and Cherlayne Inc. ("Sellers") have owned and operated three (3) licensed adult foster care facilities; and

WHEREAS, pursuant to a Purchase Agreement dated November 12, 2010, Detroit Center for Care, a Michigan Limited Liability ("Purchaser"), has purchased these facilities along with certain equipment, inventory, supplies and good associated therein and listed and attached to said Purchase Agreement as Exhibit "A" to the agreement.

NOW THEREFORE, Sellers, for good and valuable consideration, the receipt whereof is hereby acknowledged, hereby sells and transfers all equipment, inventory, supplies and other personal property listed and attached hereto as Exhibit "A", that being the same Exhibit made part of the Purchase Agreement dated November 12, 2010.

IN WITNESS WHEREOF, this Bill of Sale is executed this 12 day of November, 2010.

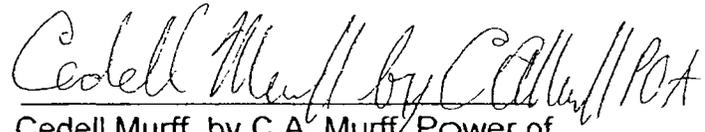

Cedell Murff, by C.A. Murff, Power
of Attorney, on behalf of New Link, Ltd.,
Inn Site Inc. and Cherlayne Inc.

CERTIFICATE OF REPRESENTATIONS AND WARRANTIES

OF

NEW LINK, LTD., INN SITE INC. and CHERLAYNE INC.

The undersigned, being the Sole Director and Shareholder of NEW LINK LTD., INN SITE INC. and CHERLAYNE INC., all Michigan corporations, does hereby certify that the representation and warranties contained in a certain Purchase Agreement dated November 12, 2010 to sell substantially all of its assets involved in the operation of three (3) adult foster care facilities to Detroit Center for Care are accurate and in full force and effect at the time of the closing of the sale.

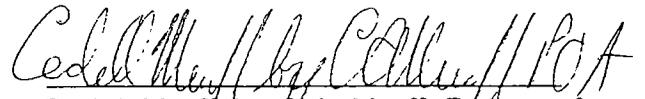

Cedell Murff, by C.A. Murff, Power of
Attorney, Director and Shareholder

CERTIFIED RESOLUTIONS OF BOARD OF DIRECTORS AND SHAREHOLDERS

OF

NEW LINK, LTD., INN SITE INC. and CHERLAYNE INC.

The undersigned, being the Sole Director and Shareholder of NEW LINK LTD., INN SITE INC. and CHERLAYNE INC., all Michigan corporations, does hereby ratify and approve the execution of a certain Purchase Agreement dated November 12, 2010 to sell substantially all of its assets involved in the operation of three (3) adult foster care facilities to Detroit Center for Care and further authorizes Cedell Murff and C.A. Murff as Power of Attorney to prepare and execute certain supporting closing documents.


Cedell Murff, by C.A. Murff, Power of
Attorney, Director and Shareholder
and Secretary

The wire instructions for the retainer are as follows:

Bank Name: The Huntington National Bank
Account Number: 01381751255
Account Name: Law Offices of Corey D. Silverstein, P.C.
Swift Code: HUNTUS33
Routing Number: 072403473

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

2010

I certify that the board consists of 3 or more directors, and further certify that all directors' names and addresses are previously filed with the Department, and that no changes have occurred in required information since the last filed report.

Identification Number

717899

Corporation Name

NEW LINK, LTD.

Resident agent name and mailing address of the registered office

CEDELL MURFF
14531 VAUGHAN

DETROIT MI 48223

The address of the registered office

5070 LAKE BLUFF RD.

W. BLOOMFIELD MI 48323

Describe the purpose and activities of the corporation during the year covered by this report:

Electronic Signature

Filed By

RENAULD WILLIAMS

Title

PRESIDENT

Phone

313-592-1388

I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.

Payment Information

Payment Amount

\$ 20

Payment Date/Time

03/13/2011 20:40:12

Reference Nbr

71315 6800 717899 2010

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Attachment 1

Wages Lost By Discriminatees Per Pay Period for Hours Worked Less Than 72 From
November 29, 2010, through September 23, 2011

Pay Period	Employee Name	Hours Worked	Difference from		Pay Rate	Lost Hrs. x Rate of Pay
			72			
11/29/10-12/12/10	Ellis, Frederick	66	6	\$	8.32	\$ 49.92
	Riley, Kimberly	68	4	\$	8.32	\$ 33.28
	Croft, Ruth	70	2	\$	9.39	\$ 18.78
12/27/10-1/09/11	White, Kevin	32	40	\$	8.32	\$ 332.80
1/10/11-1/23/11	McCommons, Geraldine	51	21	\$	8.32	\$ 174.72
1/24/11-2/06/11	Adams, Mark	63	9	\$	8.32	\$ 74.88
2/07/11-2/20/11*						
2/21/11-3/04/11*						
3/05/11-3/19/11*						
3/20/11-4/02/11	Hollingsworth, William	41	31	\$	8.92	\$ 276.52
	Sullivan, Gwendolyn	58.5	13.5	\$	8.32	\$ 112.32
	Croft, Ruth	62	10	\$	9.39	\$ 93.90
4/03/11-4/10/11		0	0		\$	-
4/10/11-4/25/11	Adams, Mark	32.5	39.5	\$	8.32	\$ 328.64
	Croft, Ruth	71	1	\$	9.39	\$ 9.39
	Anglin, Brenda	64	8	\$	8.32	\$ 66.56
4/26/11-5/10/11*						
5/11/11-5/25/11	White, Kevin	48.5	23.5	\$	8.32	\$ 195.52
	Rayford, Kenneth	55.5	16.5	\$	8.32	\$ 137.28
5/26/11-6/10/11		0	0		\$	-
6/11/11-6/25/11	Adams, Mark	64	8	\$	8.32	\$ 66.56
6/26/11-7/10/11	Ross, Walter	34	38	\$	8.32	\$ 316.16
7/11/11-7/25/11		0	0		\$	-
7/26/11-8/09/11	White, Kevin	69	4	\$	8.22	\$ 33.28
8/11/11-8/24/11	White, Kevin	71	1	\$	8.32	\$ 8.32
	Adams, Mark	48	24	\$	8.32	\$ 199.68
	Sears, Rona	32.5	39.5	\$	8.32	\$ 328.64
	Hollingsworth, William	69	3	\$	8.92	\$ 26.76
8/26/11-9/08/11	Ross, Walter	50	22	\$	8.32	\$ 183.04
9/10/11-9/23/11		0	0		\$	-
* No data available for this period						