

**STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY****SUMMONS****CASE NO.
20-006690-CK
Hon.Susan L. Hubbard**

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-5183

Plaintiff's name(s), address(es), and telephone no(s)
American Moslem Society

v

Defendant's name(s), address(es), and telephone no(s).
Midwest Memorial Group LLC d/b/a Woodmere Cemetery**Plaintiff's attorney, bar no., address, and telephone no**Steven G. Cohen 48895
30833 Northwestern Hwy Ste 205A
Farmington Hills, MI 48334-2582**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS**NOTICE TO THE DEFENDANT:** In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
5/22/2020Expiration date*
8/21/2020Court clerk
Carlita McMiller

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.



PROOF OF SERVICE

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE

☐ **OFFICER CERTIFICATE**

OR

☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$	
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.

Date

My commission expires: _____ Signature: _____

Date

Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____

Attachments

on _____

Day, date, time

on behalf of _____

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

AMERICAN MOSLEM SOCIETY,

Plaintiff,

v

MIDWEST MEMORIAL GROUP LLC
d/b/a WOODMERE CEMETERY,

Defendants.

Case No. 20-006690-CK

Hon. Susan L. Hubbard

Steven G. Cohen (P48895)
Cohen & Associates PC
30833 Northwestern Highway
Suite 205A
Farmington Hills, MI 48334
(248)626-3615
Attorney for Plaintiff

PLAINTIFF'S JURY DEMAND

Plaintiff demands a trial by jury.

Dated: May 22, 2020

Respectfully submitted,

/s/ Steven G. Cohen
Steven G. Cohen (P48895)
Cohen & Associates PC
30833 Northwestern Highway
Suite 205A
Farmington Hills, MI 48334
(248) 626-3615
Attorney for Plaintiff

STATE OF MICHIGAN
3rd JUDICIAL CIRCUIT
COUNTY OF WAYNE

VERIFICATION OF
BUSINESS COURT ELIGIBILITY
AND NOTICE OF ASSIGNMENT

CASE NO.

CK

Court address: 2 Woodward Ave., Detroit, MI 48226

Plaintiff(s)

American Moslem Society

Defendant(s)

Midwest Memorial Group LLC d/b/a
Woodmere Cemetery

I am the attorney for the [check one] ☒ plaintiff ☐ defendant and per *MCR 2.114(B)(2)* and *MCR 2.114(D)* declare to the best of my information, knowledge, and belief that this case meets the statutory requirements to be assigned to the business court, *MCR 2.112(O)*, *MCL 600.8031 et seq.*, and request assignment to the Business Court for the following reasons:

[Both Sections 1 and 2 must be completed to be accepted by the Court (check all that apply)]

1. **Parties.** This is a qualifying business or commercial dispute as defined by *MCL 600.8031(1)(c)* because,

- ☒ all of the parties are business enterprises
- ☐ one or more of the parties is a business enterprise and the other parties are its or their present or former owners, managers, shareholders, members, directors, officers, agents, employees, suppliers, or competitors, and the claims arise out of those relationships
- ☐ one of the parties is a non-profit organization, and the claims arise out of that party's organizational structure, governance, or finances
- ☐ It is an action involving the sale, merger, purchase, combination, dissolution, liquidation, organizational structure, governance, or finances of a business enterprise.

AND

2. **Actions.** This business or commercial action as defined by *MCL 600.8031(2)* involves,

- ☐ information technology, software, or website development, maintenance, or hosting
- ☐ the internal organization of business entities and the rights or obligations of shareholders, partners, members, owners, officers, directors, or managers
- ☒ contractual agreements or other business dealings, including licensing, trade secret, intellectual property, antitrust, securities, noncompete, nonsolicitation, and confidentiality agreements if all available administrative remedies are completely exhausted, including but not limited to, alternative dispute resolution processes prescribed in the agreements
- ☐ commercial transaction, including commercial bank transactions
- ☐ business or commercial insurance policies
- ☐ commercial real property
- ☐ other type of business or commercial dispute (explain):

05/22/2020

Date

Signature

Steven G. Cohen

Name (type or print)

P48895

Bar no.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

AMERICAN MOSLEM SOCIETY,
Plaintiff,

Case No. 2020

CK

v

Hon.

MIDWEST MEMORIAL GROUP LLC
d/b/a WOODMERE CEMETERY,
Defendants.

Steven G. Cohen (P48895)
Cohen & Associates PC
30833 Northwestern Highway
Suite 205A
Farmington Hills, MI 48334
(248)626-3615
Attorney for Plaintiff

THERE IS NO PENDING CIVIL ACTION ARISING OUT OF THE SAME
TRANSACTION OR OCCURRENCE AS ALLEGED IN THIS COMPLAINT

THIS CASE MEETS THE STATUTORY REQUIREMENTS
TO BE ASSIGNED TO THE BUSINESS COURT

COMPLAINT

THE PARTIES, JURISDICTION AND VENUE

1. Plaintiff, American Moslem Society (referred to herein as "AMS" or "Plaintiff"), is a Michigan nonprofit corporation which operates a mosque in Wayne County, Michigan at 9945 Vernor Highway, Dearborn, Michigan.

2. Defendant, Midwest Memorial Group LLC (referred to herein as "Cemetery" or "Defendant"), is a Delaware limited liability company which conducts business in Wayne County Michigan as "Woodmere Cemetery" at 9400 West Fort St, Detroit, Michigan.

3. The events giving rise to this action occurred in Wayne County, Michigan.

4. This Complaint seeks specific performance of a contract and damages in excess of \$25,000.

COMMON ALLEGATIONS

5. Plaintiff has entered into a series of bulk grave purchase transactions with the Cemetery spanning over two decades.

6. These purchases were made for the benefit of Plaintiff's members, who receive grave spaces at cost from Plaintiff for the burial of family members as well as related burial products and services at a reduced rate negotiated by Plaintiff.

7. Plaintiff and its members have purchased and consumed approximately 590 graves in a section of Woodmere Cemetery designated as AMS I.

8. Plaintiff and its members have purchased and consumed approximately 1500 graves in a section of Woodmere Cemetery designated as AMS II.

9. These transactions have generated over \$5,000,000.00 in revenue for the Cemetery over the past two decades.

10. Due to the rapid consumption of graves in AMS II, Plaintiff and Defendant executed a contract on June 29, 2017 for the purchase of an additional 1000 grave spaces at the rate of \$625.00 per space in a section of Woodmere Cemetery designated as AMS III. Exhibit 1 (the "2017 Contract").

11. The 2017 Contract consists of four pages.

12. The first two pages of the 2017 Contract contain a form purchase agreement for the 1000 graves and a form installment agreement for the financing of the purchase (hereinafter, the "Purchase Agreement").

13. The last two pages of the 2017 Contract contain additional terms and conditions (hereinafter, the "2017 Additional Terms") to the provisions contained in the Purchase Agreement.

14. The 2017 Additional Terms instrument was executed for several purposes, including: a) setting forth prices for burial-related products and services to be provided by Defendant; and b) protecting the Plaintiff from a host of one-sided, legally dense provisions contained in Defendant's boilerplate forms, rules and regulations that are referenced in its form purchase agreements and form installment agreements.

15. The 2017 Additional Terms instrument specifically states that the governing documents for the 2017 Contract comprise only the four pages identified in paragraphs 12 and 13 herein, thus eliminating, *en masse*, all boilerplate referred to in Defendant's forms.

16. As of the present date, Plaintiff has paid Defendant the amount of \$388,750.00, equating to 622 spaces under the 2017 Contract.

17. On or about April 12, 2020 Plaintiff gave notice that it intended to begin consuming grave spaces in AMS III, as spaces in AMS II were being rapidly exhausted.

18. Defendant announced in a letter dated April 14, 2020 (Exhibit 2) that it would not permit Plaintiff to consume any of the graves in AMS III until payment in full was received for all 1000 graves under the 2017 Contract, despite Plaintiff having already paid in advance for 622 graves; this announcement comprises a gross, intentional and unjustified breach of the 2017 Contract.

19. Exhibits A and B of Defendant's letter purport to contain 7 pages which comprise the 2017 Contract.

20. However, as Defendant is well aware, pages 3-5 of its Exhibit A are not now and have never been a part of the 2017 Contract.

21. More specifically, page 3 of Defendant's Exhibit A contains the exact type of boilerplate that was eliminated by paragraph 1 of the 2017 Additional Terms.

22. Moreover, as Defendant is well aware, this boilerplate was never part of any of the negotiations leading up to and including the execution of the 2017 Contract; Defendant has simply "slipped" this boilerplate in three years after the fact for the purpose of justifying its gross breach of contract..

23. Defendant professes to rely on language contained in paragraph 2 of the boilerplate, which regulates the assignment of the entire Purchase Agreement.

24. This language is completely irrelevant, as Plaintiff has not at any time attempted to assign the Purchase Agreement; more to the point, this language simply does not say that the Plaintiff must pay the amount of \$625,000.00 in advance of consuming even one grave space in AMS III.

25. Defendant's letter proposes to allow the use of the graves in AMS III if Plaintiff will either immediately pay the remaining \$236,250.00 under the 2017 Contract (Defendant's letter contains a calculation error which is corrected herein) or waive its rights under the 2017 Contract and enter into a new contract in which the cost of graves and related products and services is roughly doubled.

26. Defendant's actions are part of a deliberate, bad faith and unjustified attempt to coerce Plaintiff into paying more for graves and related burial products and services than was agreed to in the 2017 Contract.

27. Defendant's actions are particularly egregious in light of its knowledge that the AMS community is extraordinarily tight knit and places a high premium on having its loved ones buried in close proximity to each other and to their mosque, which is located adjacent to the cemetery.

28. With spaces in AMS II becoming rapidly exhausted, Defendant apparently believes that Plaintiff will have little choice but to accede to Defendant's demands.

29. Plaintiff asked Defendant to reconsider its position in a letter setting forth detailed analysis of the background and language of the 2017 Contract (Exhibit 3).

30. In a response letter (Exhibit 3), Defendant refused to reconsider its position and, in an obvious attempt at further coercion and punishment, stated that it would not allow use of the AMS III graves even if AMS were to buckle to Defendant's demand for a new and more expensive contract to replace the 2017 Contract.

COUNT I

- 31. Plaintiff incorporates by reference the preceding allegations.
- 32. Plaintiff has performed its obligations under the 2017 Contract.
- 33. Defendant's refusal to allow Plaintiff to use grave spaces paid for in advance comprises a breach of the 2017 Contract.
- 34. Defendant's breach has caused Plaintiff to suffer damages in excess of \$2,000,000.00.

COUNT II

- 35. Plaintiff incorporates by reference the preceding allegations.
- 36. Defendant's refusal to permit Plaintiff to use grave spaces already paid for is an intentional and bad faith breach of contract and an attempt to coerce Plaintiff into purchasing grave spaces and related products and services at a significantly greater cost than originally contacted for.
- 37. This conduct comprises a violation of the Prepaid Funeral and Cemetery Sales Act, including but not limited to MCLA 328.228 (1)(b) and (c)
- 38. Defendant's violation has caused Plaintiff to suffer damages in excess of \$2,000,000.00.

COUNT III

- 39. Plaintiff incorporates by reference the preceding allegations.
- 40. Plaintiff acquired a valuable property interest in the graves purchased under the 2017 Contract.
- 41. Defendant has effectively seized these property interests in an intentional and bad faith violation of Plaintiff's right to title and possession.

42. Defendant's conduct comprises a violation of MCLA 600.2919a.

43. Defendant's statutory conversion has caused Plaintiff to suffer damages in excess of \$2,000,000.00.

COUNT IV

44. Plaintiff incorporates by reference the preceding allegations.

45. Defendant's seizure of Plaintiff's property interests comprises a conversion and exercise of unlawful dominion over Plaintiff's valuable property interest in the graves purchased under the 2017 Contract and an intentional and bad faith interference with Plaintiff's title and right to possession.

46. Defendant's common law conversion has caused Plaintiff to suffer damages in excess of \$2,000,000.00.

COUNT V

47. Plaintiff incorporates by reference the preceding allegations.

48. Defendant has permitted the grounds in AMS II to exist in a constant condition of muddiness and disrepair.

49. Defendant has also caused damage to certain of the vaults in AMS II and refused to repair the damage.

50. The foregoing conduct comprises a breach of Defendant's perpetual care duty.

51. Defendant's breach has caused Plaintiff to suffer damages.

THEREFORE, Plaintiff requests that this Court 1) enter injunctive relief requiring Defendant to perform its obligations under the 2017 Contract and to meet its perpetual care duty; 2) award Plaintiff money damages in an amount to which Plaintiff is entitled not less than \$2,000,000.00; 3) award Plaintiff its attorney fees as allowed by law, including but not limited to MCLA 328.234; 4) award Plaintiff treble damages for statutory conversion; and 5) grant such further relief to Plaintiff as justice and equity require.

Dated: May 22, 2020

Respectfully submitted,

/s/ Steven G. Cohen
Steven G. Cohen (P48895)
Cohen & Associates PC
30833 Northwestern Highway
Suite 205A
Farmington Hills, MI 48334
(248) 626-3615
Attorney for Plaintiff

EXHIBIT 1

(Checked location hereafter referred to as "Cemetery")

<input type="checkbox"/> Acacia Park Cemetery 31700 Southfield Rd. Farmington Hills, MI 48335	<input type="checkbox"/> Forest Lawn Memorial Park 11851 Van Dyke Detroit, MI 48224	<input type="checkbox"/> Oakview Cemetery 1632 N. Main St. Royal Oak, MI 48067	<input type="checkbox"/> United Memorial Gardens 4800 Curtis Road Farmington Hills, MI 48335	<input type="checkbox"/> Woodmere Cemetery 9400 W. Fort St. Detroit, MI 48205
<input type="checkbox"/> Eastline Memorial Gardens East 35425 Garfield Rd. Clinton Twp., MI 48038	<input type="checkbox"/> Grand Lawn Cemetery & Mausoleum 21501 Grand River Ave. Detroit, MI 48219	<input type="checkbox"/> Oakland Hills Memorial Gardens 43200 W. Twelve Mile Rd. Novi, MI 48377	<input type="checkbox"/> Washington Memorial Park & Mausoleum 3771 Whitmore Lake Rd. Ann Arbor, MI 48105	
<input type="checkbox"/> Gailhof Memorial Gardens West 34224 Ford Road Westland, MI 48095	<input type="checkbox"/> Mt. Hope Memorial Gardens 17840 Middlebelt Rd. Livonia, MI 48152	<input type="checkbox"/> Roseland Park Cemetery 29001 N. Woodward Ave. Berkley, MI 48072	<input type="checkbox"/> Woodlawn Cemetery 19975 Woodward Ave. Detroit, MI 48203	

EXHIBIT A

CEMETERY PROTECTION AGREEMENT

American Muslim Society ("Purchaser") ("Co-Purchaser") referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Agreement, including the additional Terms, Conditions, and Benefits and the Rules and Regulations of Cemetery ("Contract Seller") checked above on this at-need or prepaid guaranteed price contract.

ITEMIZATION OF CHARGES:		QTY	TOTAL
Burial Rights (as checked on this order - Personal Care included)		1.000	\$ 625.000
Less: Discounts			(\$)
Second Right of Interment			
Total of A through C			\$ 625.000
Contract Price of Merchandise and Services with 10% Commission:			
Interment/Entombment Fee			\$
Outer Burial Container			\$
Outer Burial Container Installation Charge			\$
Inspection and Layout Fee			\$
Memorial or Monument			\$
Memorial or Monument Installation Fee			\$
Urn			\$
Other			\$
Less: Discounts (refers to line above)			(\$)
Sales Tax			\$
Total of E through N			\$
Total "Contract Price" \$	+ 10% Commission \$		
Cash Price Total (D + O)			\$ 625.000

aid Cash Price to be paid as follows (Select One):

PAYMENT OPTIONS:	
\$ 625.000	Down Payment <u>RTN 54780</u>
\$	Amount to be paid by Third Party or by Insurance Assignment - Purchaser/Co-Purchaser remains liable for this amount if Third Party or Insurance Assignment does not remit within 60 days. Payment is due in full by Purchaser within 90 days.
\$	Amount to be Financed - Retail Installment Agreement attached and incorporated by reference.
\$ 625.000	Total equals Line F above.

PAYMENT METHOD: ☐ Cash ☐ Check ☐ M.O. ☐ Credit Card

COUNSELOR NAME _____ (Print Name)

COUNSELOR ID: _____ (Counselor Signature)

agreement is subject to review by Office Manager of Cemetery (other than counselor). See Terms and Conditions for details.

Location: Administration of Cemetery or Executive Office of Cemetery

By signing below Purchaser(s) acknowledge receipt of a completed copy of this _____ page(s) Agreement and both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment and acknowledge information is correct. A prepaid contract may be cancelled within the first 10 business days after signing of all funds paid to the Contract Seller shall be refunded. Arbitration Agreement Addendum is attached hereto and incorporated by reference.

PURCHASER [Signature]

Mailing Address 6345 W Vernor Hwy

City Dearborn State MI ZIP 48120

Employer (if any) _____

Home Phone () 849-2147

Work Phone () _____ Cell Phone () _____

Date of Birth _____

Email Address _____

OPTIONAL BENEFITS

GUARANTEED OWNERSHIP PLAN: Under the Guaranteed Ownership Protection Plan, the Cemetery will forgive the entire unpaid balance of this Agreement up to a maximum of \$10,000.00 if all of the following conditions are met: (a) Purchaser dies during the payment period as set forth in this Agreement; and (b) 10% cumulative payment is made over the life of the Agreement. This benefit shall be extended to Co-Purchaser if surviving partner (20%) cumulative payment is made over the life of the Agreement; and (c) none of the following exceptions exist. The Guaranteed Ownership Protection Plan is not available under any of the following circumstances: (a) if Purchaser or Co-Purchaser is sixty-five (65) years of age or over at the time of purchase; or (b) if the death of Purchaser/Co-Purchaser was caused by a disease or illness which was pre-existing at the time of purchase of which Purchaser/Co-Purchaser was aware or under medical treatment; or by suicide; or (c) if Purchaser/Co-Purchaser is delinquent in their payments (more than 30 days from the due date) at the time of death.

PROTECTION FOR CHILDREN/GRANDCHILDREN: In the event of the accidental death of any one or more of Purchaser's unmarried children/grandchildren, including children legally adopted by Purchaser, who are between the ages of one and twenty-one, if 10% of the Total Sales Price is paid, then Cemetery agrees to furnish additional space or spaces, a vault and/or a memorial; and for the interment and/or child or children/grandchildren, if Purchaser has provided the same for himself or herself, up to a maximum of \$1,000.00 in current retail value for each child/grandchild. To qualify for this benefit, installment payment must be made within thirty (30) days in arrears on said Agreement. Except for double depth crypts, additional space or spaces shall adjoin or be as close as reasonably possible to the original crypt of interment rights of Purchaser, if such space or spaces are available. If such space or spaces are not available, the Purchaser shall have the right to select another lot of comparable location and price and the required number of adjoining spaces are available. The obligation of Cemetery to provide additional space or spaces shall apply to any future children/grandchildren or legally adopted children from subsequent marriage, who meet the requirements set forth herein. The Children/Grandchildren's Protection Plan is nontransferable if space and/or merchandise are resold. The benefit only applies to living children who are born and birth dates are listed on page 1 of the Cemetery Protection Agreement and children born subsequent to the date of this Agreement.

Contract Price is defined as prepaid undelivered merchandise and services listed in E through P above. This Contract may be cancelled either before death or after death by the Buyer or, if the Buyer is deceased, the person or persons authorized to make funeral or cemetery arrangements. If the contract is cancelled, the Buyer's estate is entitled to a refund of 100% of the contract price and any invoice is required to be paid. After the death of the contract Buyer, the contract Buyer or the contract Buyer's estate may cancel the prepaid contract only when there are no remains of the deceased, where the remains of the deceased may be cremated or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

SALES TERMS: ☐ 3m/25% down ☐ PN-PIF ☐ PN/50% PAD w/Int ☐ PN/50% w/Int ☐ PN install PAD

OFFICE USE: ☐ PN install 08+ ☐ PN-50% down-balance on delivery ☐ PNS-5% PAD ☐ PN-12m ☐ AN-PIF

☐ AN install 08+ ☐ AN same as cash ☐ AN 50% down-balance on delivery ☐ 5% AN

LEAD SOURCE:

CR

Office Manager's verification of price, terms, and lead source classification: PRINT NAME: _____

Manager's Signature: [Signature]

mw 30-209818

- | | | | | |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Alvaria Park Cemetery
31300 Southfield Rd.
Beverly Hills, MI 48225 | <input type="checkbox"/> Forest Lawn Memorial Park
11851 Van Dyke
Detroit, MI 48234 | <input type="checkbox"/> Oakview Cemetery
1032 N. Main St.
Royal Oak, MI 48067 | <input type="checkbox"/> United Memorial Gardens
4800 Curtis Road
Farmington, MI 48170 | <input type="checkbox"/> Woodmere Cemetery
5400 W. Fort St.
Detroit, MI 48209 |
| <input type="checkbox"/> Cadillac Memorial Gardens East
38425 Garfield Rd.
Clinton Twp., MI 48038 | <input type="checkbox"/> Grand Lawn Cemetery & Mausoleum
23501 Grand River Ave.
Detroit, MI 48219 | <input type="checkbox"/> Oakland Hills Memorial Gardens
43300 W. Twelve Mile Rd.
Novi, MI 48177 | <input type="checkbox"/> Washtenaw Memorial Park & Mausoleum
3771 Whitmore Lake Rd.
Ann Arbor, MI 48105 | |
| <input type="checkbox"/> Quail Creek Memorial Gardens West
84224 Ford Road
Westland, MI 48185 | <input type="checkbox"/> St. Hope Memorial Gardens
17840 Middlebelt Rd.
Livonia, MI 48152 | <input type="checkbox"/> Roseland Park Cemetery
29031 N. Woodward Ave.
Berkeley, MI 48072 | <input type="checkbox"/> Woodlawn Cemetery
19975 Woodward Ave.
Detroit, MI 48203 | |

MOSLEM

RETAIL INSTALLMENT AGREEMENT

American Muslim Society

("Purchaser") _____ ("Co-Purchaser") _____

Referred to in this Agreement as "Purchaser" or "you" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Retail Installment Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of the Cemetery listed above.

ITEMIZATION OF AMOUNT FINANCED:

A. Cash Price (from Page 1)	\$ <u>625,000</u>
B. Less Credits or Trade-In (Contract # _____)	\$ <u>0</u>
C. Balance of Cash Price (A-B=C)	\$ <u>625,000</u>
D. Less Cash Down Payment	\$ <u>100,000</u>
E. Unpaid Balance of Cash Price (C-D=E)	\$ <u>525,000</u>
F. Amount Financed	\$ <u>525,000</u>
G. Finance Charges	\$ <u>0</u>
H. Total of Payments (F+G=H)	\$ <u>525,000</u>
I. Deferred Payment Price (D+H)	\$ <u>625,000</u>

PAYMENT: The PURCHASER shall pay CEMETERY in accordance with the following disclosure statement.

FEDERAL TRUTH IN LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate <u>0</u> %	FINANCE CHARGE The dollar amount the credit will cost you (Line G above) \$ <u>0</u>	AMOUNT FINANCED The amount of credit provided to you on your behalf (Line F above) \$ <u>525,000</u>	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments (Line H above) \$ <u>525,000</u>	TOTAL SALES PRICE The total cost of goods and services provided on credit, including a down payment of \$ <u>100,000</u> (Total payment (H) plus down payment (D)) \$ <u>625,000</u>

Number of Payments <u>60</u> <u>as per POA</u>	Amount of Payments \$ <u>8,750</u>	First Payment Due Date <u>Aug 3, 2017</u> ⁽¹³⁾ <u>Sept 3, 2017</u>	Thereafter, Payments are Due <input checked="" type="checkbox"/> Monthly on the <u>3rd</u>
-------------------------------------------------------------	----------------------------------------------	--------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------

SECURITY: You are giving a security interest in the goods or property being purchased and in any funds paid by you and held in trust by Cemetery.

LATE CHARGE: If any payment is not paid in full within 10 days of its due date, you may be charged a late fee not to exceed the lesser of \$5.00 or 5% of the installment, whichever is greater.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and may be entitled to a rebate of part of the finance charge.

FINANCE CHARGE: To the extent the full amount or any portion of the Amount Financed is not paid the Finance Charge will be determined from the date of this Contract. If any portion of the total of Payments herein is prepaid, the Finance Charge will be made on the unpaid balance of the Amount Financed after such pre-payment. (See terms and conditions of the Contract entered into concurrently for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.)

NOTICE TO PURCHASER: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGES. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

- By signing below, Purchaser acknowledges:
- Receipt of a completed copy of this Agreement and Notice of Cancellation at the time of signing.
 - The right to request a consumer report, and that your account will be used only for personal, family, or household purposes. You authorize Cemetery ("we," "us," or "our") to make whatever inquiries we consider necessary and appropriate concerning this information. You give us permission to request a consumer report from consumer-reporting agencies in considering this application and subsequently for the purpose of an update, renewal or extension of credit, or reviewing or collecting the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.
 - Both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment of this account.
 - Purchaser's preferences on language when speaking with Cemetery representatives: ☐ ENGLISH ☐ SPANISH ☐ KOREAN ☐ CHINESE ☐ ARABIC

1. PURCHASER X. [Signature]
 Purchaser Printed Name Khaled Alwagdi
 Social Security Number _____

2. CO-PURCHASER _____
 Co-Purchaser Printed Name _____
 Social Security Number _____

**ADDITIONAL TERMS AND CONDITIONS TO THE GRAVE
PURCHASE AGREEMENTS BETWEEN WOODMERE
CEMETERY AND THE AMERICAN MOSLEM SOCIETY DATED
FEBRUARY 7, 2002 AND JUNE 29, 2017**

This contract is entered into as of June 29, 2017 between Woodmere Cemetery and the American Moslem Society (AMS).

Whereas, the parties executed a purchase agreement dated February 7, 2002 which provided for the purchase by AMD of 1,522 burial rights associated by one burial right to one grave space (the "2002 PA"); and

Whereas, the parties entered into a contract providing additional term and conditions to the 002 PA (the "2002 Terms and Conditions"); and

Whereas, AMS has purchased an additional 1,000 burial rights associated with one burial right to one grave on a purchase agreement dated June 29, 2017 (the "2017 PA"); and

Whereas, the parties wish to memorialize additional terms and conditions to the 2017 PS and replace the 2002 Terms and Conditions as applied to the 2002 PA.

Therefore, it is agreed as follows:

1. The governing documents for the remaining graves under the 2002 PA and the 2017 PA are the purchase agreements themselves and this agreement (which supersedes the 2002 Terms and Conditions as to graves unconsumed as of June 29, 2017).
2. The charge of \$530.00 per burial right in the 2002 PA and the charge of \$625.00 per burial right in the 2017 PA include perpetual care. Woodmere Cemetery is responsible to remit the 15% of retail sales price on the burial right to the Perpetual Care Trust account.
3. Woodmere acknowledges and understands that AMS is purchasing burial rights for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the burial right fee, which is the responsibility of AMS. Woodmere shall make independent arrangements for services and payment with the families of the deceased. AMS shall not be responsible in any manner for default in payment or other financial performance by the families of the deceased.
4. It is agreed and understood that all memorialization for the grave spaces under the 2002 PA and the 2017 PA will be purchased exclusively through Woodmere. All memorializations shall be made of 24" x 12" x 4" flush cornelian granite and shall include a name in cryptic script and also in English, year of

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:

a. Opening and Closing fee	\$ 903.10
Concrete rough box	329.82
Installation of concrete rough box	200.00
Memorial (as described above)	523.31
Memorial installation	<u>268.77</u>
Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.

5. All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
6. In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

Woodmere Cemetery

 By: _____
 Its: _____

American Moslem Society



 By: Mahdi Al
 Its: President

EXHIBIT 2



April 14, 2020

Dr. Mahdi Ali
President, American Moslem Society

Via Email at mahdigm72@gmail.com

Re: AMS Section III at Woodmere Cemetery

Dear Dr. Ali,

I am in receipt of your email to Kent Elkins, dated April 12, 2020 and would request that you direct all future communications on this issue to my attention. In your email, you state, "...the AMS is about to move to AMS section 3, once the AMS 2 graves are completed. Our contract with you gives us the right to move to this section when needed." Respectfully, your interpretation of the agreement between Woodmere Cemetery ("Woodmere") and the American Moslem Society (AMS) is incorrect.

As you may recall, AMS entered into a Cemetery Protection Agreement with Woodmere, Contract # 30-209818, dated June 29, 2017 in the amount of \$625,000 for the purchase of grave spaces 1-1000 in future garden AMS III (hereinafter the "Cemetery Agreement"). (Exhibit A). The Cemetery Agreement was not paid in full but, instead, was financed requiring a down-payment and subsequent monthly payments under said Cemetery Agreement until such time that the purchase price is paid in full. Simultaneously with the execution of the Cemetery Agreement, the parties also entered into a complimentary agreement titled "Additional Terms and Conditions to the Grave Purchase Agreements between Woodmere Cemetery and the American Moslem Society Dated February 7, 2002 and June 29, 2017" (hereinafter the "Additional Terms and Conditions"). (Exhibit B). As stated explicitly therein, these Additional Terms and Conditions supersede any and all prior agreements between the parties and are intended to supplement the terms and conditions contained within the Cemetery Agreement. (Exhibit B).

With respect to the issue at hand, it is our understanding that the AMS now wishes to proceed with the resale and use of the grave spaces which are subject to the Cemetery Agreement. However, as you are aware, the Cemetery Agreement has not been paid in full. As a result, until such time that it is paid in full neither the Cemetery Agreement nor the Additional Terms and Conditions permit the AMS to re-assign or re-sell any of the interment rights located in AMS III. Specifically, I would like to draw your attention to the Cemetery Agreement, Additional Benefits, Terms and Conditions, sub section 2. Sale or Assignment Privilege which reads in pertinent part as follows:

"Purchaser shall have the right at any time to designate a new contract Beneficiary or sell or transfer Beneficiaries' interest in Burial Rights or prepaid, undelivered merchandise under this Agreement if such items have been paid in full....Cemetery may refuse consent to a transfer or an

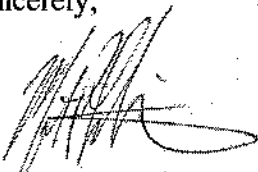
assignment if any balance of the purchase price is outstanding."
(Exhibit A, emphasis added).

To date, Woodmere has not received the full balance of the purchase price of the Cemetery Agreement. Rather, it has received a total of \$271,250.00 leaving an outstanding balance of \$353,750.00. Accordingly, at this point in time, the burial rights purchased under the Cemetery Agreement are not transferable and thus, not available for use by AMS members.

Despite this, given our long-standing relationship and Woodmere's desire to continue to work with the AMS, I have enclosed with this letter four (4) different options for the AMS to review and select from to avoid any interruption in the use of burial spaces either owned or currently covered by the Cemetery Agreement. Once you have had the opportunity to fully review these options, I invite you to meet with my team and me to finalize your selection.

Should you have any questions please do not hesitate to contact me. I look forward to our continued work together and supporting AMS and your community for years to come.

Sincerely,



Mathew Forastiere
Vice President, Operations – Midwest Region

EXHIBIT A

- (Checked location hereafter referred to as "Cemetery")
- | | | | | |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| <input type="checkbox"/> Crook Park Cemetery
31298 Southfield Rd.
Farmington Hills, MI 48025 | <input type="checkbox"/> Forest Lawn Memorial Park
11851 Van Dyke
Detroit, MI 48234 | <input type="checkbox"/> Oakview Cemetery
1832 N. Main St.
Royal Oak, MI 48067 | <input type="checkbox"/> United Memorial Gardens
4800 Curtis Road
Plymouth, MI 48170 | <input type="checkbox"/> Woodmere Cemetery
6400 W. Fort St.
Detroit, MI 48209 |
| <input type="checkbox"/> Cadillac Memorial Gardens East
53425 Garfield Rd.
Clinton Twp., MI 48038 | <input type="checkbox"/> Grand Lawn Cemetery & Mausoleum
21501 Grand River Ave.
Detroit, MI 48239 | <input type="checkbox"/> Oakland Hills Memorial Gardens
4300 W. Twisted Mile Rd.
Novi, MI 48177 | <input type="checkbox"/> Washington Memorial Park & Mausoleum
3771 Whitmore Lake Rd.
Ann Arbor, MI 48105 | |
| <input type="checkbox"/> Cadillac Memorial Gardens West
34224 Ford Road
Westland, MI 48185 | <input type="checkbox"/> Mt. Hope Memorial Gardens
17840 Middlebelt Rd.
Livonia, MI 48152 | <input type="checkbox"/> Roseland Park Cemetery
29001 N. Woodward Ave.
Berkely, MI 48072 | <input type="checkbox"/> Woodlawn Cemetery
19973 Woodward Ave.
Detroit, MI 48203 | |

CEMETERY PROTECTION AGREEMENT

Amos M. Martin Society ("Purchaser") ("Co-Purchaser") referred to in this Agreement as "Purchaser" or "our" agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Agreement, including the definitions, Terms, Conditions, and Benefits and the Rules and Regulations of Cemetery ("Contract Seller") checked above on this at-need or prepaid guaranteed price contract.

ITEMIZATION OF CHARGES:	QTY	TOTAL
Burial Rights (as defined in the order - Prepaid Cash Included)	1,000	\$ 625,000
Less: Discounts		(\$)
Second Right of Interment		
Total of A through C		\$ 625,000
Contract Price of Merchandise and Services with 10% Commission:		
Interment/Entombment Fee		\$
Outer Burial Container		\$
Outer Burial Container Installation Charge		\$
Inspection and Layout Fee		\$
Memorial or Monument		\$
Memorial or Monument Installation Fee		\$
Urn		\$
Other		\$
Less: Discounts (referred to line above)		(\$)
Sales Tax		\$
Total of E through N		\$
Total Contract Price \$		+ 10% Commission \$
Cash Price Total (D + O)		\$ 625,000

and Cash Price to be paid as follows (Select One):

PAYMENT OPTIONS:	
<input checked="" type="checkbox"/> \$ 625,000.00 Down Payment RTB 54780	
<input type="checkbox"/> \$	Amount to be paid by Third Party or by Insurance Assignment - Purchaser or Co-Purchaser responsible for this amount if Third Party or Insurance Assignment does not remit within 90 days. Payment is due in full by Purchaser within 90 days.
<input type="checkbox"/> \$	Amount to be financed: Retail Installment Agreement attached and incorporated by reference.
<input type="checkbox"/> \$ 625,000.00	Total equals Line P above.

PAYMENT METHOD: ☐ Cash ☒ Check ☐ M.O. ☐ Credit Card

COUNSELOR NAME _____ (Print Name)

COUNSELOR ID: _____ Counselor Signature

Agreement is subject to review by Office Manager of Cemetery (other than counselor). See Terms and Conditions for details.

(Location/Address of Cemetery or Treasurer/Office of Cemetery)

By signing below, Purchaser(s) acknowledge receipt of a completed copy of this _____ page(s) Agreement and both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment and acknowledge information is correct. A prepaid contract may be cancelled within the first 10 business days after signing of all funds paid to the Contract Seller shall be refunded. Arbitration Agreement Addendum is attached hereto and incorporated by reference.

PURCHASER Amos M. Martin Society
Mailing Address 6945 W Vernor Hwy
City Dearborn State MI ZIP 48120
Employer (if any) _____
Home Phone () 844-2147
Work Phone () _____ Cell Phone () _____
Date of Birth _____
Email Address _____

AMERICAN MUSLIM SOCIETY

IF BENEFICIARY IS OTHER THAN PURCHASER:

American Muslim Society Members
(Print Name)

MAKE DEED AS FOLLOWS (Owner):

Relationship to Purchaser: _____

2. CO-PURCHASER _____
Mailing Address _____
City _____ State _____ ZIP _____
Employer (if any) _____
Home Phone () _____
Work Phone () _____ Cell Phone () _____
Date of Birth _____
Email Address _____

ADDITIONAL BENEFITS

GUARANTEED OWNERSHIP PLAN: Under the Guaranteed Ownership Protection Plan, the Cemetery will forgive the entire unpaid balance of this Agreement up to a maximum of \$10,000.00 if all of the following conditions are met: (a) Purchaser dies during the payment period as set forth in this Agreement, and (b) 100% cumulative payments made over the life of the Agreement. The benefits shall be extended to Co-Purchaser if either parent (25% cumulative payment) is made over the life of the Agreement and (c) none of the following exceptions exist. The Guaranteed Ownership Protection Plan is irrevocable under any of the following conditions: (a) if Purchaser or Co-Purchaser is a minor (18 years of age or over) at the time of purchase; or (b) if the death of Purchaser/Co-Purchaser was caused by a disaster or illness which was pre-existing at the time of purchase of which Purchaser/Co-Purchaser was aware or under medical treatment; or (c) if Purchaser/Co-Purchaser is delinquent in their payments (more than 90 days from the due date) at the time of death.

PROTECTION FOR CHILDREN/GRANDCHILDREN: In the event of the accidental death of any one or more of Purchaser's unmarried children/grandchildren, including children legally adopted by Purchaser, who are between the ages of one and twenty-one, if 10% of the Total Sales Price is paid, then Cemetery agrees to furnish additional space or spaces, a vault and/or a memorial, and for the interment of said child or children/grandchildren, if Purchaser has provided the same for himself or herself, up to a maximum of \$1,000.00 in current retail value for each child/grandchild. (To qualify for this benefit, installment payments must be made within 30 days in arrears on said Agreement. Except for double depth sections, additional space or spaces shall adjoin or be as close as reasonably possible to the original location of interment rights of Purchaser, if such space or spaces are available. If such space or spaces are not available, the Purchaser shall have the right to select another lot of comparable location and price, and the required number of adjoining spaces are available. The obligation of Cemetery to provide additional space or spaces shall apply to any future children/grandchildren or legally adopted children from the current marriage, who meet the requirements set forth herein. The Children/Grandchildren's Protection Plan is nontransferable if space and/or merchandise are resold. The benefit only applies to those children whose names and birth dates are listed on page 1 of the Cemetery Protection Agreement and children born subsequent to the date of this Agreement.

Contract Price is defined as prepaid and delivered merchandise and services listed in E through P above. This Contract may be cancelled either before death or after death by the buyer or, if the buyer is deceased, the person or persons authorized to make funeral or cemetery arrangements. If the contract is cancelled, the buyer's estate is entitled to a refund of 100% of the contract price and any income or required law. After the death of the contract beneficiary, the contract buyer or the contract buyer's estate may cancel the prepaid contract only where there are no remains of the deceased; where the remains of the deceased cannot be recovered; or where a prepaid contract was not utilized due to lack of knowledge by the person or persons entitled to make funeral arrangements of the existence of the prepaid contract.

SALES TERMS:	<input type="checkbox"/> 3w/25% down <input type="checkbox"/> PN-PIF <input type="checkbox"/> PN/50% PAD w/Int <input type="checkbox"/> PN/50% w/Int <input type="checkbox"/> PN install PAD	LEAD SOURCE:
OFFICE USE	<input type="checkbox"/> PN install 084 <input type="checkbox"/> PN-50% down-balance on delivery <input type="checkbox"/> PN-5% PAD <input type="checkbox"/> PN-12m <input type="checkbox"/> AN-PIF	<u>CE</u>
	<input type="checkbox"/> AN install 084 <input type="checkbox"/> AN same-as-cash <input type="checkbox"/> AN 50% down - balance on delivery <input type="checkbox"/> 5% AN	

Office Manager's verification of price, terms, and lead source classification: _____

Manager's Signature: [Signature]

Date: 6-28-17

(Must be same as data on Cemetery Life Plan Protection Agreement)

Owner ID: 30/400330

rnr 30-209818

☒ **Westfield Park Cemetery**
2100 Southfield Rd.
Beverly Hills, MI 48025

☐ **Forest Lawn Memorial Park**
11831 Van Dyke
Detroit, MI 48234

☐ **Oakview Cemetery**
1032 N. Main St.
Royal Oak, MI 48067

☐ **United Memorial Gardens**
4800 Curtis Road
Farmington, MI 48170

☒ **Whitmore Cemetery**
9400 W. Fair St.
Detroit, MI 48209

☐ **Cadillac Memorial Gardens East**
18425 Garfield Rd.
Clinton Twp., MI 48038

☐ **Grand Lawn Cemetery & Mausoleum**
23501 Grand River Ave.
Detroit, MI 48219

☐ **Oakwood Hills Memorial Gardens**
43300 W. Twelve Mile Rd.
Novi, MI 48327

☐ **Washtenaw Memorial Park & Mausoleum**
1771 Whitmore Lake Rd.
Ann Arbor, MI 48105

☐ **Cadillac Memorial Gardens West**
34224 Ford Road
Westland, MI 48185

☐ **Mt. Hope Memorial Gardens**
17840 Middlebelt Rd.
Livonia, MI 48152

☐ **Roseland Park Cemetery**
29601 N. Woodward Ave.
Berkely, MI 48072

☐ **Woodlawn Cemetery**
19075 Woodward Ave.
Detroit, MI 48233

MUSLEM

RETAIL INSTALLMENT AGREEMENT

American Muslim Society

("Purchaser")

("Co-Purchaser")

Referred to in this Agreement as "Purchaser" or "you", agree to purchase the Burial Rights, Merchandise and Services described herein and agree to be bound by all of the terms and provisions of this Retail Installment Agreement, including the Additional Terms, Conditions, and Benefits and the Rules and Regulations of the Cemetery listed above.

ITEMIZATION OF AMOUNT FINANCED

A. Cash Price (from Page 1) \$ 625,000
B. Less Credits or Trade-In (Contract#) (\$ 0)
C. Balance of Cash Price (A-B-C) \$ 625,000
D. Less Cash Down Payment (\$ 100,000)
E. Unpaid Balance of Cash Price (C-D-E) \$ 525,000
F. Amount Financed \$ 525,000
G. Finance Charges \$ 0
H. Total of Payments (F+G+H) \$ 525,000
I. Deferred Payment Price (D+H) \$ 625,000

PAYMENT: The PURCHASER shall pay CEMETERY in accordance with the following disclosure statement.

FEDERAL TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you (Line G above)	AMOUNT FINANCED The amount of credit provided to you on your behalf (Line F above)	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments (Line H above)	TOTAL SALES PRICE The total cost of goods and services provided on credit, including a down payment of \$ 100,000 (Total payment: \$525,000 plus down payment of \$100,000) \$ 625,000
0 %	\$ 0	\$ 525,000	\$ 525,000	
Number of Payments 60 2332008	Amount of Payments \$ 8,750	First Payment Due Date Aug 8, 2017 Sept 3, 2017	Thereafter, Payments are Due Monthly on the 3rd	

SECURITY: You are giving a security interest in the goods or property being purchased and in any funds paid by you and held in trust by Cemetery.

LATE CHARGE: If any payment is not paid in full within 10 days of its due date, you may be charged a late fee not to exceed the lesser of \$5.00 or 5% of the installment, whichever is greater.

PREPAYMENT: If you pay off early, you will not have to pay a penalty and may be entitled to a rebate of part of the finance charge.

FINANCE CHARGE: To the extent the full amount or any portion of the Amount financed is not paid the Finance Charge will be determined from the date of this Contract. If any portion of the total of Payments herein is prepaid, the Finance Charge will be made on the unpaid balance of the Amount Financed after such prepayment. (See terms and conditions of the Contract entered into concurrently for any additional information about nonpayment, default and required repayment in full before the scheduled date, and prepayment refund and penalties.)

NOTICE TO PURCHASER: DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ IT OR IF IT CONTAINS BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE AGREEMENT YOU SIGN. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND UNDER CERTAIN CONDITIONS MAY OBTAIN A PARTIAL REFUND OF THE UNEARNED FINANCE CHARGES. KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

BUYER'S RIGHT TO CANCEL: YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FOR AN EXPLANATION OF THIS RIGHT.

By signing below, Purchaser acknowledges:

- A. Receipt of a completed copy of this Agreement and Notice of Cancellation at the time of signing.
B. The right to request a consumer report, and that your account will be used only for personal, family, or household purposes. You authorize Cemetery ("we," "us," or "our") to make whatever inquiries we consider necessary and appropriate concerning this information. You give us permission to request a consumer report from consumer reporting agencies in considering this application and subsequently for the purpose of an update, renewal or extension of credit, or reviewing or collecting the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.
C. Both Purchaser and Co-Purchaser agree to be jointly and severally responsible for payment of this account.
D. Purchaser's preferences on language when speaking with Cemetery representatives: ☒ ENGLISH ☐ SPANISH ☐ KOREAN ☐ CHINESE ☐ ARABIC

1. PURCHASER

Purchaser Printed Name

Social Security Number

2. CO-PURCHASER

Co-Purchaser Printed Name

Social Security Number

RETAIL INSTALLMENT AND CEMETERY PROTECTION AGREEMENT
Additional Benefits, Terms and Conditions

1. Retail Installment Agreement and purchases made pursuant to the Cemetery Protection Agreement are subject to the following terms and conditions:

PERPETUAL CARE: The Price charged for Burial Rights includes the cost of Perpetual Care as required by law. Cemetery will deposit into a fund the amount required by state law for the care and maintenance of the cemetery. Notwithstanding the statutory permitted portion of capital gains from a fund shall be used solely for the care and maintenance of the cemetery, reasonable costs of administration, camp, and other costs allowed by statute.

SALE OR ASSIGNMENT PRIVILEGE: Purchaser shall have the right at any time to designate a new contract beneficiary or sell or transfer beneficiary's interest in Burial Rights or pre-paid, undelivered merchandise under this Agreement if such items have been paid in full. The transferee shall be subject to all of the terms and conditions of this Agreement. Cemetery reserves the right to charge a fee for issuing Certificate of Ownership/Deed and any fees required by State Law. No transfer or assignment of Burial Rights, or interest therein shall be valid until accepted in writing by Cemetery on Cemetery's forms and recorded in the books of Cemetery. The right of interest must be recognized by Cemetery, and Cemetery shall convey the property to the transferee. Cemetery may refuse consent to a transfer or an assignment if any balance of the purchase price is outstanding.

EXCHANGE PLAN: The Cemetery is a member of the International Cemetery Cremation and Funeral Association Burial Exchange Plan ("ICCAF Exchange Plan"). Under this plan, you are entitled to a dollar-for-dollar transfer of your purchased property and merchandise into another ICCAF Exchange Plan member's cemetery. ICCAF Exchange Plan has plan members throughout the United States. In order to qualify for a ICCAF Exchange Plan transfer: (1) The Cemetery Protection Agreement must be paid in full; (2) Purchaser must move more than 75 miles from Purchaser's permanent residence; (3) The maximum amount of credit to be transferred is currently \$5,000.00 per transaction for merchandise only and \$25,000.00 for all other forms of interest; (4) Transfer privilege is only available to the person(s) listed on this Agreement; (5) Personal and cemetery merchandise, including restricted transfer; (6) Previously delivered merchandise services are excluded; and (7) Credit cannot be given for funeral services or services under the ICCAF Exchange Plan. The credit you receive does not include taxes, finance fees, allowances or discounts, but only for Burial Rights, and Merchandise and Services actually paid. Terms of the ICCAF Exchange Plan is subject to change by the International Cemetery Cremation and Funeral Association.

PRE-CONSTRUCTION PROTECTION GUARANTEE: If the location of the Burial Rights is in a pre-constructed or pre-developed state, Purchaser understands that the interment, entombment, or inurnment spaces being purchased from Cemetery are not currently available for burial. No interment shall be made in the burial site specified hereuntil the development and improvement of the site shall have progressed sufficiently to permit burial therein and the space has been paid in full. If the burial site is not sufficiently developed and improved, interment shall be made in a burial site of similar size in a developed section of cemetery at no additional charge. If the Cemetery's sole discretion, as permitted by State Law, no "similar" burial site is available, a temporary interment will be made until the Purchaser's space is completed and upon completion shall re-inter the remains in the location originally selected. Cemetery shall construct the mausoleum or columbarium within 4 years after the date of the first sale of an entombment or inurnment right in the proposed mausoleum or columbarium, or if construction is not completed within that time, Cemetery may provide a refund of 100% of the purchase price with interest calculated at the rate of 4% per annum.

EXCEPTIONS TO FULL DELIVERY/ADDITIONAL CHARGES: Except in the occurrence of any one of the three exceptions listed below, merchandise sold on RSP-1 and be delivered/installed when paid in full. Purchaser grants permission for delivery/installation of any casket, burial container, ("vault") and/or monument purchased on this Agreement to either a warehouse to be stored or will be delivered and/or installed at Cemetery Warehouse in any state located in Michigan. The exceptions are: (1) insufficient funds not paid in full at time of need will only be guaranteed to the extent of principal balance paid; (2) Delivery to a cemetery more than 10 miles away; and (3) Burial rights for graves spaces must be paid in full before monument is installed. **CHARGES FOR ADDITIONAL ITEMS:** Price paid for the memorial does not include the charge for adding the date of death. If service is elected, it will be paid at the time of a burial. Charges for the interment service are not included in the purchase price of the Burial Rights. Interment Service fee will be paid and payable before the interment service will be performed.

CHANGE OF ADDRESS: Purchaser shall notify Cemetery in writing of any change in address of Purchaser or Beneficiary.

ALLOCATION OF DOWN PAYMENT: Down payments made will be applied in order of priority towards the purchase of burial rights, then to merchandise and taxed purchases, then to services. If the Total Down Payment does not equal the Total Price for Merchandise and Burial Rights, additional payments will be due from Purchaser in accordance with the installment terms set forth on the Retail Installment Agreement. All payments will be applied in the same order of priority described above except money received will first be applied to finance charges accrued.

RULES AND REGULATIONS OF CONDUCT: To protect the interest of all Cemetery guests, Purchaser and his/her guests and invitees, agreed to comply at all times with the Rules and Regulations of Conduct now existing or hereafter adopted by Cemetery. Purchaser understands that the Rules and Regulations may be amended or modified by Cemetery at any time without notice to Purchaser. A copy of the Rules and Regulations is available upon request.

PAYMENTS SUBJECT TO TRUST REQUIREMENTS: State law requires that Cemetery deposit funds paid by Purchaser to a trust account located at and administered by a qualifying institution pursuant to Michigan law. Purchaser's Trust Account will include all Payments and interest minus administrative fees, expenses of the Trustee and investment management fees as permitted by law ("Trust Expenses"). The Purchaser acknowledges and agrees that all purchases from Cemetery are subject to the trust regulations and agree to be bound by the same. The net income will be distributed monthly to Cemetery pursuant to applicable state law.

1. **WITHDRAWAL OF FUNDS IN TRUST:** After the death of Beneficiary or upon actual delivery of the Merchandise and Burial Rights to the appointed destination, Cemetery shall be entitled to receive the amount in Purchaser's Trust Account plus any unpaid balance of the Cash Price for Merchandise and Burial Rights and unpaid Finance Charges as allowed by State Law.

2. **RIGHT TO CORRECT ERRORS AND SEVERABILITY:** Cemetery is authorized to correct any bona fide arithmetic or other errors in completing this Agreement and shall promptly notify Purchaser of any corrections made. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining provisions, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed stricken from this Agreement.

3. **SUBSTITUTION OF MERCHANDISE:** Purchaser acknowledges and agrees that the exact Merchandise set forth in this Agreement may not be available at the time of need and delivery, and in such an event the Merchandise furnished will be that most nearly similar in style and equal in quality of material and workmanship then available.

4. **EXCLUSION OF WARRANTIES:** The only warranties, express or implied, granted in connection with the merchandise sold, are the express written warranties, if any, made by the manufacturer. No other warranties, including but not limited to, warranties of merchantability or fitness for a particular purpose, are made by Cemetery.

5. **FORCE MAJEURE:** If war, strikes, labor dispute, material shortages, governmental regulations, voluntary or involuntary conservation program or any cause beyond the control of Cemetery make it impossible or prohibitively expensive for Cemetery to perform any service or deliver any goods and/or property purchased herein, Cemetery shall be excused from its obligations to perform such services during the pendency of such event and may substitute for the goods or property agreed to be delivered hereunder such other goods or property as are then reasonably available provided such goods or property are substantially similar in kind to those purchased herein.

6. **COLLECTION:** In consideration of the services provided, here hereby guarantee payment in full in accordance with the Agreement(s) entered into. In the event of default in payment, Purchaser shall be responsible for reasonable collection agency fees equal to twenty percent (20%) of the delinquent balance, reasonable attorney fees, plus any applicable court costs.

7. **MARKETING/SHARING OF INFORMATION:** Purchaser, for him, her, or itself and for any person whose personal information Purchaser provides to Cemetery, consents to Cemetery's collection, use, and/or sharing of such information for the purposes of marketing goods or services to each such person, regardless of whether such goods or services are related to the goods or services purchased under these terms and conditions. Such marketing may be conducted by Cemetery, one or more affiliates of Cemetery, and/or one or more unaffiliated third parties to whom Cemetery directly or indirectly provides such information. Any person may opt out of such marketing by contacting Cemetery using the contact information in this agreement. Cemetery will cease using such information for such purposes within 30 days after receipt of such person's opt-out notice. Cemetery makes no representation, and assumes no obligation, with respect to any act of omission by any third party to whom Cemetery transfers such information, including, but not limited to, any third party's continued use of the information after the person opts out of marketing.

8. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement and all covenants between the parties. There are no collateral representations and warranties. This Agreement supersedes all other agreements, whether written or oral, that may have been made or entered into by the parties relating to the subject matter of this Agreement. Any modifications to this Agreement must be in writing and signed by both parties.

9. **CEMETERY RIGHT TO APPROVAL OR CANCELLATION:** Cemetery reserves the right to have every agreement reviewed and approved by officers of Cemetery. If this Agreement is not approved by Cemetery's officers, Cemetery will notify Purchaser within twenty (20) days of this Agreement, the Agreement shall be deemed void, and Purchaser shall be refunded any down payment made. If Agreement is cancelled because it is not approved by Officers of Cemetery, Purchaser shall release Cemetery of all responsibilities and obligations under this Agreement.

10. **APPLICABLE LAW:** This Agreement is a contract made under the laws of the State of Michigan, and for all purposes will be governed by and interpreted in accordance therewith, without regard to principles of conflict of laws.

11. **PAYMENT PROCEDURE:** Cemetery may accept late payments or partial payments although they may be marked "Payment in Full" without waiving any of the rights under this Agreement. Cemetery may delay enforcing its rights from time to time under this Agreement without waiving any of its rights under this Agreement or by law.

12. **LIMITATION OF LIABILITY:** In no event shall Cemetery be liable to Purchaser for an amount greater than the amounts actually paid by Purchaser. Cemetery does not intend to charge or collect, and Purchaser does not agree to pay any finance charge or fee that is more than the maximum amount permitted by state law. If Purchaser pays a finance charge or fee that is contrary to these provisions, Cemetery, at its sole discretion, may apply such excess amount to reduce the unpaid balance of this Agreement or, if this Agreement has been paid in full, refund such excess amount to Purchaser.

13. **PROMISE TO PAY:** You have been given the opportunity to purchase Merchandise and Burial Rights for the Cash Price or Merchandise and Burial Rights for the Total Sales Price. The Total Sales Price is the Price for the Merchandise and Burial Rights if you buy them over time. If you have agreed to purchase the Merchandise and Burial Rights over time, this is a pre-scheduled installment contract. The amount you have agreed to pay, the Total Sales Price, includes finance charges payable from today's date until the last scheduled payment is due. You agree to pay interest at the Annual Percentage Rate disclosed in the Retail Installment Agreement on the unpaid balance at maturity, including maturity by acceleration. If you prepay the debt in full prior to its maturity date, you may be entitled to a refund of the unearned finance charges. The refund will be calculated according to the actuarial method. There will be no refund of less than \$1.00.

14. **INCOME PROTECTION:** If after the first payments have been made, a Purchaser who was employed on a full-time basis at the time of the purchase, subsequently becomes unemployed or if the union of which Purchaser is a member goes on strike, this Agreement will stay in force if the Purchaser pays \$10.00 per month, for a maximum period of up to six (6) months, provided Purchaser has given Cemetery prompt written notice and evidence of unemployment or strike satisfactory to Cemetery and Cemetery has agreed in writing to allow a stay. Each \$10.00 credit will be applied against the unpaid balance owing.

15. **ALLOCATION OF PAYMENTS:** If more than one item has been purchased, the Cemetery reserves the right to allocate payments received in any lawful manner. All payments when received will be allocated in order of priority as follows: 1st - to pay secured but unpaid finance charges; 2nd - burial rights found on lines A through C on the Cemetery Protection Agreement; and 3rd - prorated among lines E through P Section Titled, "Contract Price of Merchandise and Services with 10% Commission", of the Cemetery Protection Agreement.

16. **DEFAULT:** Strict compliance and timing of Payments of the essence under this Agreement. Purchaser shall be deemed in default under this Agreement ("Default") if any payment is not made within ninety (90) days of its scheduled due date or if Purchaser has failed to perform under any terms or conditions of this Agreement. Upon Default, after providing notice pursuant to law, Cemetery may, in its sole discretion, take any or all of the following actions:

- (1) Accelerate the maturity of any unpaid balance owed under this Agreement;
- (2) Commence legal action to seek damages and/or enforce the terms of this Agreement;
- (3) Offer the Purchaser the right to continue making payments and assess a Late Charge; or
- (4) Terminate this Agreement, foreclose on any security interest and assign the balance of the Purchaser's Account as liquidated damages to the extent permitted by law.

If the Cemetery Protection Agreement includes a sale of a Burial Right, then thirty (30) days following the notice of contract termination letter, the Cemetery Protection Agreement will be automatically cancelled, and amounts paid toward Burial Rights shall be forfeited by Purchaser as liquidated damages to the Cemetery.

If Purchaser defaults and Cemetery must take legal action to enforce this Agreement, Purchaser shall pay Cemetery's costs and reasonable attorney's fees associated with any enforcement action. If Purchaser defaults, the Guaranteed Ownership Plan, the Protection for Children/Grandchildren, and Exchange Plan shall be null and void.

Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness; • Affiliates from using your information to market to you; and • Sharing for Non-affiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	If you have a joint account, your choice(s) will apply to everyone on your account unless you elect otherwise.
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
Non-affiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

Midwest Memorial Group, LLC operates the following cemeteries in Michigan.	
<p>Acacia Park Cemetery - Beverly Hills Albion Memory Gardens - Albion Cadillac Memorial Gardens East - Clinton Twp. Cadillac Memorial Gardens West - Westland Chapel Gardens - Alma Eastlawn Memorial Gardens & Mausoleum - Saginaw Elm Lawn Cemetery - Bay City Floral View Memorial Gardens - Grandville Forest Lawn Memorial Gardens - Dimondale Forest Lawn Memorial Park - Detroit Gardens of Rest Memorial Park - Wells Graceland Memorial Park and Mausoleum - Grand Rapids Grand Lawn Cemetery & Mausoleum - Detroit Hillcrest Memorial Park - Jackson</p>	<p>Kent Memorial Gardens - Byron Center Midland Memorial Gardens - Midland Mount Hope Memorial Gardens - Livonia Northland Chapel Gardens - Negaunee Oakland Hills Memorial Gardens - Novi Oakview Cemetery - Royal Oak Oakwood Memorial Mausoleum - Saginaw Restlawn Memorial Gardens - Holland Roseland Park Cemetery - Berkley Roselawn Memorial Gardens - Saginaw United Memorial Gardens - Plymouth Washtenaw Memorial Park and Mausoleum - Ann Arbor Woodlawn Cemetery - Detroit Woodmere Cemetery - Detroit</p>

Mail-In Form

If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me.

Mark any/all you want to limit:

- ☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ☐ Do not allow your affiliates to use my personal information to market to me.
- ☐ Do not share my personal information with non-affiliates to market their products and services to me.

Your information

Name _____

Address _____

Account No. _____

Send to:

Midwest Memorial Group, LLC
 31300 Southfield Road - Suite 1
 Beverly Hills, Michigan 48025

Attn: Privacy Manager

WOODMERE CEMETERY

9400 W. FORT ST.
DETROIT, MI 48209
(313) 841-0188

054730

RECEIVED FROM

One hundred - hundred dollars of the Society

DATE

6-30-17

FOR

rw 30-269818

Amount of Acct.....\$

Amount Paid.....\$

Balance Due.....\$

100.00

100.00

100.00

THANK
YOU

BY

[Signature]

☐ CASH
☒ CHECK
☐ M.O.

**ADDITIONAL TERMS AND CONDITIONS TO THE GRAVE
PURCHASE AGREEMENTS BETWEEN WOODMERE
CEMETERY AND THE AMERICAN MOSLEM SOCIETY DATED
FEBRUARY 7, 2002 AND JUNE 29, 2017**

This contract is entered into as of June 29, 2017 between Woodmere Cemetery and the American Moslem Society (AMS).

Whereas, the parties executed a purchase agreement dated February 7, 2002 which provided for the purchase by AMD of 1,522 burial rights associated by one burial right to one grave space (the "2002 PA"); and

Whereas, the parties entered into a contract providing additional term and conditions to the 002 PA (the "2002 Terms and Conditions"); and

Whereas, AMS has purchased an additional 1,000 burial rights associated with one burial right to one grave on a purchase agreement dated June 29, 2007 (the "2017 PA"); and

Whereas, the parties wish to memorialize additional terms and conditions to the 2017 PS and replace the 2002 Terms and Conditions as applied to the 2002 PA.

Therefore, it is agreed as follows:

1. The governing documents for the remaining graves under the 2002 PA and the 2017 PA are the purchase agreements themselves and this agreement (which supersedes the 2002 Terms and Conditions as to graves unconsumed as of June 29, 2017).
2. The charge of \$530.00 per burial right in the 2002 PA and the charge of \$625.00 per burial right in the 2017 PA include perpetual care. Woodmere Cemetery is responsible to remit the 15% of retail sales price on the burial right to the Perpetual Care Trust account.
3. Woodmere acknowledges and understands that AMS is purchasing burial rights for the benefit of its members. The family of the deceased is responsible for payment of all services and products other than the burial right fee, which is the responsibility of AMS. Woodmere shall make independent arrangements for services and payment with the families of the deceased. AMS shall not be responsible in any manner for default in payment or other financial performance by the families of the deceased.
4. It is agreed and understood that all memorialization for the grave spaces under the 2002 PA and the 2017 PA will be purchased exclusively through Woodmere. All memorializations shall be made of 24" x 12" x 4" flush cornelian granite and shall include a name in cryptic script and also in English, year of

birth, year of death, and a moslem emblem. It is further agreed and understood that the installation of the memorial, the fee for interment (commonly called opening and closing fee of the grave), the purchase of a concrete rough box and the installation of the concrete rough box in the grave space will be furnished exclusively through Woodmere. The price for these items for the calendar year 2017 is \$2,225.00 excluding sales tax. Thereafter, a 3.25% inflation factor per year will apply on all items except the sales tax. The itemization of these items are as follows:

a. Opening and Closing fee	\$ 903.10
Concrete rough box	329.82
Installation of concrete rough box	200.00
Memorial (as described above)	523.31
Memorial installation	<u>268.77</u>
Subtotal	\$2,225.00
Michigan Sales Tax	<u>51.80</u>
Total	<u>\$2,276.80</u>

b. As of June 29, 2017, Michigan sales tax is 6% of the tangible goods being itemized and sold. \$51.80 is 6% of \$853.13, which is the sum of the \$329.82 for the concrete rough box and \$523.31 for the memorial. Michigan sales tax rate may vary based on what rate is approved by the Michigan legislature.

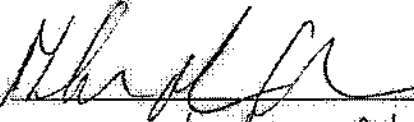
5. All baby burials for AMS members will be interred in the AMS baby garden at Woodmere are provided at no cost to AMS members with the provision that the interment occurs in a unit no larger than 36 inches long and 16 inches wide.
6. In the event of a conflict between the terms of this document and any of the other governing documents or Woodmere's Rules and Regulations booklet, the terms set forth in this document shall control.

Woodmere Cemetery

By: _____

Its: _____

American Moslem Society



By: Mahdi Al

Its: President

AMS Sections II & III

- The American Moslem Society "AMS" currently has the option to purchase grave spaces 1491 to 1522 at \$550 per interment right. This purchase would yield a total of 32 interment rights.
- The first purchase of graves in AMS II was made in August of 2005
- We can assume a 15-year consumption rate should the remainder of the 1522 graves be used by August 2020. This represents an average annual interment rate of 101 interments per year.
- In 2019, however, AMS conveyed 211 grave spaces in AMS II to its members for interment.
- YTD 2020, AMS has conveyed approximately 62 grave spaces in AMS II which represents an annual average use rate of approximately 250 interment rights.
- All current and future AMS Gardens are considered "rotation, next available" and cannot be deeded and reserved by any individual or family.
- Each option for additional interment right purchases set forth below (except option 4) is contingent on the elimination of the previously agreed to Additional Terms and Conditions dated June 29, 2017 related to merchandise and services discounts (hereinafter the "back package").
 - Also eliminated with the "back package" would be the requirement that memorialization be purchased through the cemetery.
 - However, all cemetery rules and regulations pertaining to the design and installation of any memorialization would remain in force and effect.

Option 1

- The continuous section which AMS II is located has total grave spaces of 1600 of which 1522 are dedicated to AMS for purchase in blocks of 20 as needed.
- Once AMS satisfies this agreement and purchases the total of 1522 there will be 78 interment spaces remaining (unsold) to complete the section.
- Woodmere will offer the 78 remaining spaces to AMS under the following conditions
 - Spaces 1523 through 1600
 - Reserved for purchase by AMS
 - Minimum purchase of 20 interment rights per transaction (paid in full at execution of agreement)
 - 78 Total
 - Purchase 1 = 20 interment rights – spaces 1523-1542
 - Purchase 2 = 20 interment rights – spaces 1543-1562
 - Purchase 3 = 20 interment rights – spaces 1563-1582
 - Purchase 4 = 18 interment rights – spaces 1583-1600
 - Interment Rights will be designation "rotation, next available" and will not be deeded and assigned
 - Price per interment right will be set at \$950.00 per which includes 15% perpetual care of \$142.50 per
 - Every transaction will be assessed a \$125.00 administrative processing fee as is standard for all contracts in the cemetery

Option 2

- Whereas AMS entered into a binding purchase and sale agreement with Woodmere Cemetery on 6/29/2017 for the purchase of 1000 interment rights in developed garden AMS III
 - Total purchase price of agreement \$625,000 (\$625 per interment space which includes 15% perpetual care of \$93.75 per)
 - A down payment of \$100,000 was made at time of purchase
 - Monthly payments of \$8,750 have been made on schedule by the 3rd of each month
 - Total paid in on agreement as of last payment received dated 4/1/2020 is \$271,250.00
- Woodmere will offer the following
 - Cancel and rewrite the 6/29/2017 agreement
 - In doing so the Cemetery will deed interment rights paid in full in the amount of 434 interment rights
 - Rewrite the agreement for the remaining number of available interment rights at the previously agreed to price per interment right of \$625 per, which includes 15% perpetual care of \$93.75 per
 - Remaining interment rights for purchase total 566
 - Total purchase price including \$125 administrative fee of \$353,875
 - 10% down payment required of \$35,387.50

Option 3

- Cancel the 2017 agreement and issue interment right certificates for the 434 interment rights purchased based on total paid in of \$271,250
- Reserve the remaining 566 spaces which represent the balance of available interment rights in AMS III for purchase by AMS in blocks of 20 (paid in full at execution of agreement)
 - Current single space purchase price is \$2,795
 - Current per space bulk purchase price \$2,236 which represents a 20% discount
 - Woodmere Cemetery will provide exclusive interment right pricing for AMS on the following schedule.
 - Per interment right price for the remainder of 2020 will be \$950 and will increase \$200 every year until all remaining interment rights in AMS III have been secured by the AMS. Each transaction will be assessed a \$125.000 administrative processing fee. Example below.
 - 2020 - \$950 per interment right. Total per purchase \$19,125
 - 2021 - \$1,150 per interment right. Total per purchase \$23,125
 - 2022 - \$1,350 per interment right. Total per purchase \$27,125

Option 4

- 1-time full cash payment of \$353,750 to satisfy the 2017 installment agreement for 1000 spaces located in AMS III Garden.

EXHIBIT 3

RE: American Moslem Society Grave Contract

From: Mathew Forastiere (mforastiere@plcorp.com)

To: scohen@cohenandassociatespc.com

Cc: mahdigm72@gmail.com

Date: Wednesday, April 29, 2020, 04:42 PM EDT

Dear Mr. Cohen:

Thank you for your email from April 22nd. We have taken some time over the past week to thoroughly review our communications with the American Moslem Society as well as the resulting contractual agreements between the parties. We respectfully disagree with the statements within and the conclusions that you reached in your email. Contrary to your insinuation, and as was stated in my initial letter to you on April 14, 2020, at no time relevant to the parties' current contractual relationship has Woodmere Cemetery ever agreed to provide the AMS with any goods or services without receipt of payment in full. In fact, it is specifically prohibited. Given our longstanding relationship, and at the request of the AMS, however, we were willing to work with AMS on finding a suitable alternative that satisfied AMS' current needs. Despite that, we now understand that the AMS is not willing to entertain any of the four options set forth in my April 14th letter. Accordingly, these four alternatives are being rescinded and are no longer available.

Per the parties' existing contractual relationship, Woodmere will not agree to transfer any rights of interment to AMS unless and until it receives the full purchase price for all of the rights of interment on the contract – spaces 1-1000. To be clear, Woodmere remains ready and willing to serve the AMS, as well as honor the terms of the parties' agreement as is set forth in the contract.

We look forward to receiving the remaining balance outstanding on the agreement. Upon receipt, rights of interment will be issued for spaces 1-1000.

Sincerely,

Mathew P. Forastiere

Vice President, Operations – Midwest Group

31300 Southfield Rd. | Beverly Hills, MI 48025

(o) 248.290.0338 | mforastiere@plcorp.com | ParkLawnCorp.com

From: Steven G. Cohen <scohen@cohenandassociatespc.com>
Sent: Wednesday, April 22, 2020 11:59 AM
To: Mathew Forastiere <mforastiere@plcorp.com>
Cc: Mahdi Ali <mahdigm72@gmail.com>
Subject: American Moslem Society Grave Contract

Dear Mr. Forastiere:

This office represents the American Moslem Society. I have been asked to respond to your letter to Dr. Ali dated April 14, 2020. I will be brief.

The central premise of your letter is incorrect. The 25 paragraph, pre-printed document (page three of Exhibit A to your letter, referred to herein as the "Alleged Boilerplate") is not a part of the 2017 grave purchase agreement between AMS and the cemetery. As the two page, negotiated, non-boilerplate Additional Terms and Conditions (Exhibit B to your letter, referred to herein as the "True Addendum") states in paragraph one, the governing documents for the 2017 grave purchase consist of the two page retail installment agreement and the two page True Addendum. The Alleged Boilerplate was never part of the 2017 negotiations or executed documents. You can certify this for yourself by reviewing the 2017 email correspondence between Kent Elkins and myself; none of it discusses, references or discloses the Alleged Boilerplate.

In the interest of completeness I would also like to point out that paragraph two of the Alleged Boilerplate does not say what you represent it to say. That paragraph clearly refers to assignment of the entire contract to a new beneficiary. Even if we were to credit your interpretation of the paragraph as allowing partial assignment of burial rights and merchandise, more than half of said rights and merchandise **have been paid in full** (your accounting of payments by AMS is \$100,000.00 short); there is no possible interpretation of paragraph two supporting your position that the entire contract must be paid in full before permitting consumption of even one grave. A modest amount of due diligence on your part would have revealed that none of the earlier grave purchases by AMS had this requirement, and that even your organization does not agree with your interpretation of the Alleged Boilerplate. Finally, the True Addendum clarifies exactly how the graves are to be consumed and expressly overrides all other documents; this would include the Alleged Boilerplate even if that boilerplate were part of the contract (which it is not).

Given the foregoing, I expect you to withdraw your April 14th letter forthwith and to ensure in writing that there will be no interruption by the cemetery in the performance of the 2017 contract. Please advise this office immediately. Thank you very much.

Steven G. Cohen

Cohen & Associates PC

30833 Northwestern Hwy

Suite 205A

Farmington Hills, MI 48334

248.626.3615

cohenandassociatespc.com