

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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SUN MEDICAL EQUIPMENT COMPANY, INC.,

UNPUBLISHED

Plaintiff-Appellant,

v

No. 195424

Wayne Circuit Court

COMERICA BANK, f/k/a MANUFACTURERS  
BANK, N.A.,

LC No. 95-505262-NO

Defendant-Appellee.

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Before: Wahls, P.J., and White and Gage, JJ.

WHITE, J. (concurring).

I agree that plaintiff did not preserve breach of contract and breach of fiduciary duty claims based on defendant's handling of the lock-box. I also agree that plaintiff did not establish a partnership relationship with defendant, and failed to adequately support its breach of fiduciary duty, fraud, tortious interference and breach of the implied covenant of good faith claims.

Further, because I conclude that under the circumstances of this case, the term "back on track financially" was too indefinite to provide an essential contractual term, or to support a claim for promissory estoppel, even in the context of the parties' prior dealings, I concur in the affirmance regarding the breach of contract and promissory estoppel claims.

/s/ Helene N. White