

# LEASE AGREEMENT

THIS LEASE, made this \_\_\_\_\_, 2020

By and between **COUNTRY CORNERS SHOPPING CENTER, L. L. C.**, the Lessor (hereinafter "Landlord") **AND Livingston County Veterans Services**, a \_\_\_\_\_ organization [CONFIRM ENTITY], the Lessee (hereinafter "Tenant") (the "Lease").

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, Landlord hereby leases to Tenant and Tenant hereby hires from Landlord the following described premises (hereinafter "Leased Premises") situated in the Township of Genoa in Livingston County, Michigan: Consisting of 3,020 sq. ft. (4.31 percent % of building) commonly known 4050 East Grand River, Howell, Michigan for the term of ten (10) years from and after November 1, 2020.

## **SEE EXHIBIT "A." ATTACHED HERETO AND MADE A PART HEREOF**

### 1. RENT; TERM; EARLY TERMINATION

(a) Tenant covenants and agrees to pay to Landlord as Annual Rent for the Leased Premises payable in advance on the first day of each month in equal monthly installments, without notice of demand from Landlord and without abatement, deduction or offset. Any payment received after the 5th of the month shall bear a penalty of 5% per month of the rental amount.

(b) Tenant covenants and agrees to pay as Additional Rent his proportionate share of all taxes levied against and insurance premiums incurred by the Landlord. Tenant's proportionate share of said taxes and insurance premiums is defined as that part of all taxes, (exclusive of federal and state income taxes), general assessments, and special assessments levied against and of all insurance premiums incurred by the Landlord which bears the same ratio to all such taxes and insurance as the total square footage of the Leased Premises bears to the total leasable square footage of the County Corners Shopping Center ("Shopping Center"). Tenant covenants and agrees to pay the Additional Rent, without notice or demand from Landlord and without abatement, deduction, or offset, in advance on the first day of each month in equal monthly installments in an amount estimated by the Landlord.

Upon receipt of all tax bills, assessment bills, and insurance bills attributable to any calendar year during the term hereof, Landlord shall furnish Tenant with a written statement of the actual amount of Tenant's proportionate share of the taxes and insurance for such year. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year, as shown on such statement, Tenant shall pay the Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after demand therefore by Landlord; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed the actual amount due from Tenant, such excess shall be credited against the next installment of taxes and insurance due from Tenant to Landlord hereunder. For the calendar years in which the Lease commences and terminates, Tenant's liability for its proportionate share of taxes and insurance shall be prorated on the basis of the number of days of said calendar years for which the term of the Lease is in effect. Prior to or at the commencement of the Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(c) In addition to Tenant's proportionate share of insurance premiums which Tenant agrees to pay as Additional Rent pursuant to paragraph 1(b) of this Lease, Tenant further agrees that it will pay that part of any increase in insurance premiums which is attributable to or caused by the nature of the business conducted by the Tenant in the Leased Premises or the character of Tenant's occupancy, whether or not Landlord has consented to the same. Such increase in premiums shall be paid to Landlord in the same manner as the Additional Rent provided for in paragraph 1(b) above.

(d) Tenant covenants and agrees to pay to Landlord Tenant's proportionate share of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, repairing, replacing and maintaining all areas, facilities, and building used in the maintenance and operation of the Shopping Center including by way of illustration and not of limitation all driveways, parking lots, roofs, sidewalks and lawns. Such costs and expenses shall include, but not be limited to cleaning, lighting, snow removal, line painting and landscaping. Tenant covenants and agrees to pay his proportionate share of such cost and expenses in advance on the first day of each month in equal monthly installments in an amount estimated by Landlord, within ninety (90) days after the end of each Lease Year or partial Lease Year, Landlord shall furnish Tenant with a statement of actual amount of Tenant's proportionate share of such costs and expenses for such period. If the total amount paid by Tenant under this paragraph for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within thirty (30) days after the furnishing of each such statement; and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the installment due from Tenant to Landlord under this section. Prior to or at the commencement of the term of this Lease and from time to time thereafter throughout the term hereof, Landlord shall notify Tenant in writing of Landlord's estimate of Tenant's monthly installments due hereunder.

(e) Taxes Insurance, Common Area Maintenance currently is Four Dollars (\$4) per square foot. (Estimated for year 2020); Tenant shall be responsible for and shall pay before delinquency all municipal, county and state taxes assessed during the term of this Lease against any personal property of Tenant of any kind, owned by or placed in the Leased Premises by Tenant.

(f) Payments of Rent and Additional Rent shall be made to **payable to Country Corners Shopping Center, L.L.C. at the lockbox address of 2079 Reliable Parkway Chicago, IL 60686** or at such places as the Landlord may from time to time designate.

(g) Rent

MONTHS 1-3 : FREE BASE RENT (\$0)

YEARS

1	\$ 2,642.50	Per Mo. \$ 10.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,649.17
2	\$ 2,768.33	Per Mo. \$ 11.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,775.00
3	\$ 2,894.17	Per Mo. \$ 11.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$3,900.84
4	\$ 3,020.00	Per Mo. \$ 12.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,026.67
5	\$ 3,145.83	Per Mo. \$ 12.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,152.50
6	\$ 3,271.67	Per Mo. \$ 13.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,278.34
7	\$ 3,397.50	Per Mo. \$ 13.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,404.12
8	\$ 3,563.33	Per Mo. \$ 14.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,530.00
9	\$ 3,649.17	Per Mo. \$ 14.50 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,655.84
10	\$3,725.00	Per Mo. \$ 15.00 /SF	Plus Taxes, Insurance Common Area Maintenance (adjusted annually) -Total Monthly	\$4,781.67

This Lease shall be deemed and construed to be a "net lease" and, notwithstanding anything contained herein to the contrary, Landlord shall receive all rent due hereunder absolutely free of all charges, assessments and impositions, expenses, offsets or deductions of any kind. Landlord shall not be expected or required to make any payment or provide any service to Tenant or any other person or entity, except as otherwise expressly set forth herein.

Tenant shall have the right and ability on or after \_\_\_\_\_, 2026 to early terminate the Lease solely in the event the Livingston County Millage does not provide funding for Lessee. Lessee represents and warrants that adequate funding is now available and is irrevocably allocated for this Lease through \_\_\_\_\_. 2026.

2. ASSIGNMENT. Tenant covenants and agrees not to assign or transfer this Lease or pledge or mortgage same or any Interest therein or to sub-let the Leased Premises or any part thereof without the written consent of Landlord. Any assignment, transfer, pledge, mortgage, or sub-letting without the written consent of Landlord shall give Landlord the right to terminate this Lease and re-enter and repossess the Leased Premises.

3. BANKRUPTCY AND INSOLVENCY. The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be terminated at the option of the Landlord.

4. RIGHT TO MORTGAGE. The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Leased Premises and on the land and buildings of which the said Leased Premises are a part or upon any buildings hereafter erected on the land. The Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and by any mortgagees or proposed mortgagees, and hereby irrevocably appoints the Landlord the attorney-in-fact for the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

SUBORDINATION & ATTORNMEN: This Lease and Tenant's rights under this Lease are subject and subordinate to any first mortgage or deed of trust, together with any modifications and replacements, that now or at any subsequent time encumber the land and the buildings on or in which the demised premises is located. The foregoing provision will be self-operative and no further instrument will be required to effect it. Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Leased Premises is contained, upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of such foreclosure in respect of such mortgage.

(a) Tenant further specifically acknowledges that upon its/their acceptance of possession of the Leased Premises all improvements (if any) and the space required to be furnished by the Landlord pursuant to the terms of this lease and any addendums hereto, have been completed by Landlord in all respects.

Tenant agrees to execute a separate estoppel certificate and subordination agreement at the request of the Landlord upon possession which certificate certifies:

- (1) That it has accepted possession of the Leased Premises pursuant to the terms of the within lease.
  - (2) That the improvements and space required to be furnished by Landlord pursuant to the lease have been completed in all respects.
  - (3) That Landlord has fulfilled all of its duties of an inducement nature, and the above lease is in full force and effect and free from default of either party.
  - (4) That the above lease has not been modified altered or amended.
  - (5) That said lease commences on November 1, 2020 and the rental obligation commences on February 1, 2021 or upon opening for business, whichever is earlier.
- The primary lease term expires January 31, 2031

- (6) The date of the lease, lessee and lessors name and the Leased Premises covered by the Lease.
- (7) Any other fact which is true and correct as of that date and is covered by the terms of the lease and as such facts or statements as required by Landlord's lender.

(b) Tenant further agrees to execute and deliver to Landlord a certificate of Capital Expenditures on said Leased Premises at the request of Landlord in the form and substance required by any present or future lender of Landlord or any other third party which requires same from Landlord.

(c) Tenant also agrees to furnish to Landlord within 10 days any other statements certificates, which may be required by the present or any future lender for the project, which statements or certificates shall include a current financial statement.

5. **USE AND OCCUPANCY.** It is understood and agreed between the parties hereto that said Leased Premises during the continuance of this Lease shall be used and occupied for a General Office and any other uses or uses consistent with or incidental to this use and for no other purpose, including use in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at his option forthwith re-enter and repossess the Leased Premises without discharging Tenant's contractual duty to pay rent and additional rent.

6. **FIRE.** It is understood and agreed that if the Leased Premises hereby leased are damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenable and pro-rated for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust its/their own insurance or to remove its/their damaged goods, wares, equipment, or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, and provided further and there shall be no abatement of rent if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of the Tenant, its/their agents, or employees, and provided further that if the Tenant shall use any part of the building of which they are a part, and if shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may, at this option, terminate this Lease forthwith by a written notice to the Tenant.

7. **INSURANCE.** The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said Leased Premises from any cause whatsoever; said Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of ONE MILLION (\$1,000,000) DOLLARS for damages resulting to one person and TWO MILLION (\$2,000,000) DOLLARS for damages resulting from any one casualty, and \$ONE MILLION (\$1,000,000) DOLLARS property damage insurance resulting from any one occurrence. Tenant shall deliver within 10 days said policies to the Landlord and upon Tenant's failure to do so the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

8. **REPAIRS AND ALTERATIONS; TENANT IMPROVEMENTS.** The Tenant further covenants and agrees that it will, at its own expense, during the continuation of this Lease, keep the said Leased Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions, or improvements to said Leased Premises without the Landlord's written consent, and all alterations, additions, or improvements made by either of the parties hereto upon the Leased Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease, without molestation or injury. Landlord approves the tenant paid for improvements in Exhibit "B." The improvements outlined in Exhibit B and any other proposed improvements by Tenant are referred to as "Tenant's Work." Tenant shall submit to Landlord for prior approval all plans and specifications for Tenant's Work, which approval shall be in Landlord's sole discretion, where such approval will not be unreasonably withheld. If Tenant performs any improvements on the premises, Tenant shall: (i) pay before delinquency, all costs and expenses of Tenant's Work done, or caused to be done, by Tenant in the Premises; (ii) keep the title to the and every part thereof free and clear of any lien or encumbrance in respect of such Tenant's Work; and (iii) indemnify, defend and hold harmless Landlord against any claim, loss, cost, demand (including actual legal fees), whether in respect of liens or otherwise, arising out of the supply of material, services or labor for Tenant's Work.

Tenant's Work shall be performed by Tenant in a good workmanlike and diligent manner with new and proper materials and, if a building permit is required therefor, in accordance with working plans, drawings and specifications prepared by Tenant, at its sole cost and expense, which shall correspond to the items set forth in Exhibit "B" attached hereto. Tenant's Work shall comply with all applicable federal, state and local statutes, ordinances, regulations, laws and codes, including, but not limited to, the requirements of Landlord's fire insurance underwriter, and the requirements of the applicable utility companies providing service to the Shopping Center. Where conflicts exist between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, the more stringent of the requirements shall govern. Landlord reserves the right to require changes in Tenant's Work by reason of code requirements or otherwise, or directives of governmental authorities having jurisdiction over the Leased Premises, or directives of Landlord's insurance underwriter. All permits, licenses and approvals shall be obtained prior to the commencement of construction by Tenant, shall be posted in a prominent place within the Leased Premises and any fees associated therewith shall be the sole responsibility of Tenant. Subject to local governmental approvals, Tenant shall have the right to install a canopy consistent with Tenant's brand over the entrance to the Premises, subject to Landlord approval, which shall not be unreasonably withheld. In no event shall Tenant perform any roof penetrations without Landlord's prior approval, which shall not be unreasonably withheld. Such roof penetrations, if approved, shall be made or performed, only by Landlord's contractor, at Tenant's expense. Within thirty (30) days following the date hereof (and if a building permit is required for the performance of Tenant's Work, Tenant shall have applied therefor within said thirty (30) days with the governmental authority having jurisdiction thereover), Tenant agrees to furnish to Landlord, for its approval, Tenant's plans. Tenant's plans shall be prepared by a

licensed Michigan architect and the architect shall certify to the Landlord that the Tenant's plans have been prepared in accordance with all applicable laws, orders, regulations and building codes of all governmental authorities having jurisdiction over the Leased Premises. Landlord's written approval shall be obtained by Tenant prior to the undertaking of any construction work which deviates from Tenant's plans as submitted to and approved by Landlord. Landlord's review and approval of Tenant's plans shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof and Tenant shall be solely responsible therefor. Tenant shall not open the Leased Premises for business until Tenant's Work has been substantially completed and a certificate of occupancy has been issued by the applicable governmental authority. Upon the completion of Tenant's Work, Tenant shall supply Landlord with satisfactory evidence of the foregoing: (i) a copy of an unqualified final certificate of occupancy from the governmental authority having jurisdiction thereover, (ii) a sworn statement in form acceptable to Landlord and Landlord's mortgagee, from Tenant's general contractor itemizing the cost of all materials furnished and labor performed by all contractors, subcontractors, vendors, etc., in connection with the construction of and improvements made to the Leased Premises, (iii) full and unconditional waivers of lien with original signatures from Tenant's general contractor and each contractor, subcontractor, vendor, etc., for the amounts specified in Item (ii) above; no partial waivers of lien will be accepted. Any dispute between Tenant and Landlord as to the completion by Tenant of any item of work in, on or about the Leased Premises shall be submitted for decision to Landlord's architect who shall decide the dispute and whose decision shall be conclusive and binding upon the parties.

Tenant shall immediately notify Landlord of any lien, claim of lien or other action of which Tenant has, or reasonably should have, knowledge, and which affects the title to the Premises and/or Center, or any part thereof, and shall cause the same to be removed within thirty (30) days (or such additional time as Landlord may consent to in writing), either by paying and discharging such lien or by posting a bond or such other security as may be reasonably satisfactory to Landlord. If Tenant shall fail to remove same within said time period, Landlord may take such action as Landlord deems necessary to remove the same, and the entire cost thereof shall be immediately due and payable by Tenant to Landlord as rent. Tenant is responsible for obtaining any applicable governmental permits for the operation of its business, as well as a certificate of occupancy or building or renovation permits. If any governmental authority conditions its approval of Tenant's Work or occupancy on the completion of any work, alterations, additions or improvements elsewhere within the Center, Landlord may elect, at its discretion, whether or not to complete such work at Tenant's sole cost and expense, or to terminate this Lease upon written notice to Tenant. Within 30 days after completion of Tenant's Work, Tenant shall provide Landlord with: (a) an electronic copy of all applicable plans and specifications for Tenant's Work, including but not limited to architectural, mechanical, electrical, plumbing, civil and shop drawings, to the extent and if required for Tenant's Work and/or permitting; and (b) electronic (PDF) and hard copies of all as-built plans and specifications for Tenant's Work. Tenant alterations shown on Exhibit B are at tenant's sole cost and expense.

The Tenant covenants and agrees that, since the Leased Premises consist of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the Leased Premises at reasonable time and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

9. FIRE INSURANCE. Landlord shall maintain and keep in force at all time during the term of this Lease a policy or policies of fire insurance to the extent of at least Eighty (80%) percent of the insurable value of the Leased Premises. If permitted without additional charge, Landlord shall cause to be endorsed on its fire insurance, and any extended coverage policy or policies, the waiver of right of subrogation. Any policy of fire insurance maintained by Landlord on the entire building of which the Leased Premises are a part shall be deemed to satisfy the requirement of this paragraph if such policy is in an amount equal to at least eighty (80%) percent of the insurable value of the entire building.

10. EMINENT DOMAIN. If the whole or any part of the premises hereby leased shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the day the possession of that part shall be required for any public purpose and the rent shall be paid up to that day. If more than Fifty (50%) percent of the square footage of the Leased Premises is so taken by any public authority, then the Tenant shall have the right either to cancel this Lease and declare the same null and void as of the day that possession of that part is required for any public purpose, or to continue in the possession of the remainder of the Leased Premises under the terms and conditions herein provided except that the rent shall be reduced in proportion to the amount of the Leased Premises taken; provided, however, that Tenant must exercise this right within Thirty (30) days after the date that part of the Leased Premises are so taken. All damages awarded for such taking shall belong to and be the property of the Landlord, whether such damages shall be awarded as compensation for diminution in value to the lease-holder or to the fee of the Leased Premises, provided, however, that the Landlord shall not be entitled to any portion of the award made to the Tenant for the cost of Tenant's immovable fixtures and/or Tenant's moving expenses.

11. RESERVATION. The Landlord reserves the right to free access at all times to the roof of said Leased Premises. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

12. CARE OF PREMISES. The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building and shall keep the Leased Premises under its control (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, and, under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinance of all municipal, County and State authorities affecting the Leased Premises hereby leased and the cleanliness, safety, occupation and use of same.

13. OUTSIDE STORAGE. There shall be no outside storage of any kind whatsoever without the prior express written consent of Landlord.

14. CONDITION OF PREMISES. The Tenant further acknowledges that Tenant has examined the Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the

Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

15. ACTS OF OTHER TENANTS. The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Leased Premises adjacent to or connected with the premises hereby leased or any part of the building of which the Leased Premises are a part or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas sewer or steam pipes.

16. RE-RENTING. The Tenant hereby agrees that for a period commencing Ninety (90) days prior to the termination of this Lease the Landlord may show the premises to prospective Tenants, and for a period commencing Sixty (60) days prior to the termination of this Lease, may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR RENT" signs.

17. HOLDING OVER. It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease thereafter the tenancy shall be from month to month at 150 percent of the last month's rent paid at the final month of the executed lease in the absence of a written agreement to the contrary.

18. UTILITIES. The Tenant will pay all charges made against said Leased Premises for all utilities, including gas, water, heat, electricity, internet and cable during the continuance of this Lease, as the same shall become due.

19. ADVERTISING DISPLAY. It is further agreed that all signs and advertising displayed in and about the Leased Premises shall be such only as to advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord.

20. ACCESS TO PREMISES. The Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary, he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs, the Tenant agrees that he will forthwith on demand pay the Landlord the cost thereof with interest at Twelve (12) percent per annum, or the maximum allowed under the law, whichever is the lesser amount, and if he shall make default in such payment the Landlord shall have the remedies provided in paragraph 6 hereof.

21. RE-ENTRY. In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said Leased Premises shall be deserted or vacated. Then, it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, repossess the said Leased Premises and the Tenant and to remove and put out each and every occupant without discharging Tenant's contractual duty to pay rent and additional rent. Such repossession of the Leased Premises does not constitute forfeiture or termination of Tenant's obligations to pay Rent, and this remedy is in addition to any other remedies available to Landlord under Michigan law. Landlord has no obligation to re-lease the Premises, and Landlord's failure or refusal to re-lease does not affect Tenant's obligation to pay Rent. If Landlord elects to re-lease the Premises, Landlord may re-lease them on whatever terms it deems advisable in its sole discretion. Landlord may make alterations and repairs to the Premises to facilitate re-leasing. Rent received from re-leasing will be applied first to the payment of the expenses of the re-leasing, including commissions, reasonable attorney fees, and the cost of alterations and repairs. The remainder will be applied to the payment of Rent. If the rent from the re-leasing is insufficient to pay the Rent, Tenant is responsible for the deficiency, which will be calculated and paid monthly.

22. QUIET ENJOYMENT. The Landlord covenants that the Tenant, on payment of all aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

23. EXPENSES AND DAMAGES. In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the Leased Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Leased Premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including, but not limited to, damages from breach of Tenant's covenant to pay rent and additional rent. If Landlord terminates this Lease, Landlord is entitled to recover all damages suffered as the result of a default or other breach. It is within the contemplation of the parties that such damages include (a) the difference between the contract rent and the market rent through the remainder of the original term; (b) the unamortized expenditures, calculated on a straight-line basis, undertaken by Landlord to fit the Leased Premises to the needs of Tenant, including expenditures for Landlord Work, interior partitions, doors, floor coverings, wall coverings, paint, plaster, cabinetry, and all other work performed on the Premises; (c) the estimated cost of restoring the Premises to their original condition; (d) any commissions paid to re-lease the Premises; and (e) any other damages identified in this Lease. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises and reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. In case suit shall be brought or an attorney otherwise consulted because of any alleged breach by Tenant, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefor. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or equity. In the event Landlord commences any proceedings for nonpayment of rent, Tenant shall not interpose any non-mandatory counterclaim in any such proceeding. If Tenant shall be in default of this Lease and Landlord gives Tenant notice thereof, and Tenant fails to cure such default within the time expressly provided for herein or immediately if such default requires emergency action, Landlord

may, in addition to its other remedies, cure such default for and at the expense of Tenant, and all sums so expended by Landlord shall be deemed additional rent and shall be paid by Tenant on the day when Rent shall next become due and payable. Tenant shall, at its own expense, enter into an annual maintenance contract with a licensed HVAC contractor for the maintenance of the HVAC equipment, including, but not limited to, freon recharging, lubricating and filter replacement and provide written proof of such contract with Landlord. Tenant shall also, at its own expense, enter into a regular maintenance contract for the maintenance of the grease traps and oven hoods and provide written proof of such contract with Landlord.

24. REMEDIES NOT EXCLUSIVE. It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25. WAIVER. One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

26. DELAY OF POSSESSION. It is understood that if the Tenant shall be unable to enter in and occupy the Leased Premises at the time above provided, by reason of the Leased Premises not being ready for occupancy, or by reason of the holding over of any previous occupant of the Leased Premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefore, but during the period the Tenant shall be unable to occupy the Leased Premises as hereinbefore provided, the rent therefore shall be abated and the Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.

27. TENANT'S DEFAULT. In the event (i) Tenant fails to pay any rent due hereunder within seven (7) days of written notice of such failure (service of a standard "7 day notice" for non-payment of rent shall be sufficient for this purpose) or (ii) Tenant shall fail to open for business on or before the commencement date of the term of this Lease, or (iii) Tenant shall fail to perform any obligation on its part to be performed hereunder prior to such commencement date, or (iv) Tenant shall abandon or vacate the Leased Premises for thirty (30) consecutive days if for repair, remodeling, or due to force majeure or Landlord, or (v) Tenant permits this Lease to be taken under any writ of execution, or (vi) Tenant shall fail to perform any other of the terms, conditions, or covenants under this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been received by Tenant, then Landlord, besides other rights or remedies it may have, shall have the right to declare this Lease terminated and the term ended (in which event, this Lease and the term hereof shall expire, cease and terminate with the same force and effect as though the date set forth in any required notice were the date originally set forth herein and fixed for the expiration of the term and Tenant shall vacate and surrender the Leased Premises but shall remain liable for all obligations arising during the balance of the original stated term as hereafter provided as if this Lease had remained in full force and effect) and Landlord shall have the right to bring a special proceeding to recover possession from Tenant holding over and/or Landlord may, in any such events, without notice, re-enter the Leased Premises either by force or otherwise, and dispossess, by summary proceedings or otherwise, Tenant and the legal representative of Tenant or other occupant of the Leased Premises and remove their effects and hold the Leased Premises as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. Notwithstanding the foregoing provisions of this Article 24, in the event Tenant shall fail to perform or shall default in the performance of any term, covenant or condition of this Lease on three (3) or more separate occasions during any twelve (12) month period, then, even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during the term of this Lease shall be deemed a default without the ability of cure by Tenant. In the event of re-entry by Landlord, Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, without notice or resort to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. In the event Tenant shall not remove its property from the Leased Premises within twenty (20) days after Tenant has vacated the Leased Premises, then such property shall be deemed abandoned by Tenant and Landlord may dispose of the same without liability to Tenant.

Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable. Upon each such reletting all rentals and other sums received by Landlord from such reletting shall be applied, first, to the payment of any indebtedness other than rents due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage fees and attorneys' fees and the costs of any alterations and repairs; third, to the payment of rents due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rents as the same may become due and payable hereunder. If such rentals and other sums received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay such deficiency to Landlord; if such rentals and the sums shall be more, Tenant shall have no right to, and shall receive no credit for, the excess. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other rights or remedies it may have, it may recover from Tenant all damages Landlord may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of rents reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of such amounts shall be immediately due and payable from Tenant to Landlord. In determining the rent which would be payable by Tenant hereunder, subsequent to default, the annual rent for each year of the unexpired term shall be equal to the annual minimum rent payable by Tenant for the unexpired term. The terms "entry" and "re-entry" are not limited to their technical meanings.

In case suit shall be brought or motions filed for recovery of possession of the Leased Premises, for the recovery of rents due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept and performed, and a breach shall be established, Tenant shall pay to Landlord as additional rent all expenses incurred therefor, including reasonable attorneys' fees and disbursements. In addition, in the event Landlord shall incur expenses, including reasonable attorneys' fees and disbursements, as a result of Tenant's failure to perform or comply with any term, covenant or condition set forth in this Lease, Tenant shall pay to Landlord as additional rent all such expenses. Tenant shall also pay, as additional rent, all expenses (including reasonable attorney fees and disbursements) incurred as a result of Tenant's insolvency or bankruptcy (including reasonable monitoring of any bankruptcy or insolvency proceeding) or as a result of any attempt to modify any term, covenant, condition or agreement of this Lease in any bankruptcy or insolvency proceeding. Any and all references to the payment of attorneys' fees and disbursements herein shall include those incurred in all trial and appellate levels, as well as those incurred in any bankruptcy or insolvency proceedings

28. NOTICES. Whenever under this Lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known post office address or at the Leased Premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known post office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant where the Tenant is more than one person.

29. OPTION TO RENEW. Landlord hereby grants unto Tenant the right and option to extend the term of this Lease for (2) additional (5) year terms by giving landlord 6 months' prior written notice before the expiration of the original term of this Lease, conditioned upon the following:

- (a) At the time such notice is given, this Lease shall be in full force and effect and Tenant shall not be in default in any of the terms and provisions of said Lease.
- (b) Base rent (not including taxes and insurance and common area maintenance charges) shall be NNN at the following rental rates:  
-Base Rent shall increase by 3% per year over the previous year.

30. It is agreed that in the Lease the word "he" shall be used as synonymous with the words "she", "it," and "they," and the word "his" synonymous with the words "hers," "its," and "their."

31. The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

32. The Landlord herewith acknowledges the receipt of **TWO THOUSAND SIX HUNDRED FOURTY TWO and 50/100 DOLLARS (\$2,642.50)** which is to be retained as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements. The Landlord may so apply the security at his option; and the Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum if not applied toward the payment of rent in arrears or toward the payments of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses himself of the said Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obligated to keep the said security as a separate fund but may mix the said security with his own funds.

33. Tenant hereby agrees not to look to the mortgagee, as mortgagee in possession, or successor in title to the property, for accountability for any security deposit required by the Landlord hereinunder, unless said sums have actually been received by said mortgagee as security for the Tenant's performance of this Lease.

34. Waiver of Termination. The receipt and application of money by Landlord from Tenant after the termination of this Lease will not reinstate or extend the Lease or its term or waive any notice given by Landlord to Tenant before the receipt of such money.

35. Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of any breach of terms by the Tenant, whether such breach is material or not. Landlord will exercise this power by delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Tenant.

36. JURY WAIVER. Landlord and Tenant waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Leased Premises, and any emergency, statutory or any other statutory remedy. Tenant shall not interpose any counterclaim or counterclaims or claims for setoff, recoupment or deduction of rent in a summary proceeding for nonpayment of rent or other action or summary proceeding based on termination, holdover or other default in which Landlord seeks repossession of the Leased Premises from Tenant, unless the failure to raise the same would constitute a waiver thereof

37. INDEMNIFICATION. Tenant shall indemnify Landlord, its partners, officers, directors, stockholders, beneficiaries, employees, agents, successors and assigns, from and against all liability and expense for loss of or damage to property and for injuries or deaths of persons arising or resulting from any occurrence within the Leased Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Leased Premises; (b) the use or misuse of the Leased Premises by Tenant or its agents, contractors, or invitees; (c) the acts or omissions of Tenant or its agents, contractors, or invitees; or (d) any other event on the Leased Premises, whatever the cause. If Landlord or its affiliates is/are made party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all expenses and actual attorneys' fees incurred or paid by Landlord in connection with such litigation. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

38. Tenant agrees to accept the Leased Premises in as-is, where-is condition, with no guarantees, representations or warranties by Landlord as to the condition of the Leased Premises. To the extent Tenant chooses to retain and/or use the personal property within the Leased Premises, Landlord makes no warranty or guarantee of the functionality of any of said personal property equipment in the Leased Premises, nor does the Landlord bear the cost or responsibility of any future repairs or maintenance of any kind for the personal property equipment in the Leased Premises. Landlord does retain ownership of any personal property equipment located in the Leased Premises as of the date of execution of this Lease. Landlord agrees to repair window and replace broken sidewalk.

39. RULES AND REGULATIONS. Tenant agrees to comply with and observe all reasonable rules and regulations established by Landlord from time to time. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the same manner as if the rules and regulations contained herein as covenants. In the case of any conflict between said rules and regulations and this Lease, this Lease shall be controlling

40. This Lease contains a full and complete presentation of the agreement between the parties there being no other oral or written agreements existing between the parties. Any changes or modifications to this Lease must be in writing and signed by all parties to be enforceable.

41. This Lease may be executed in any number of counterparts, each of which, when taken together, shall be deemed to be one and the same instrument. Executed copies of this Lease may be delivered between the parties via electronic email and such copies shall have the same force and effect as originals. Each party agrees that any electronic signatures (whether digital or encrypted) of the parties included in the Lease are intended to authenticate this writing and to have the same force and effect as manual signatures.

42. One or more waivers of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The consent or approval to or of any act requiring consent or approval shall not render unnecessary consent or approval to or of any subsequent similar act. No breach of a covenant or condition shall be deemed to have been waived unless such waiver be in writing

43. The parties stipulate and agree to exclusive jurisdiction and venue in the Livingston County Circuit Court in the State of Michigan for the purposes of filing any claim between them, whether or not arising out of or related to this Agreement or the parties' relationship, whether sounding in contract, tort or otherwise, or for the enforcement of any arbitration award. All such matters shall be tried without a jury. Both parties waive any defenses to challenge venue or jurisdiction for an action that is brought in the Livingston County Circuit Court in the State of Michigan.

44. This contract shall be governed and construed in accordance with the laws of Michigan, excluding that State's choice-of-law principles, and all claims between the Parties, whether or not relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Michigan, excluding that State's choice-of-law principles.

[SIGNATURES CONTAINED ON THE FOLLOWING PAGE]



WITNESSED:

LANDLORD:

COUNTRY CORNERS SHOPPING CENTER, LLC,  
a Michigan limited liability company

By: \_\_\_\_\_

Its: \_\_\_\_\_

TENANT:

LIVINGSTON COUNTY VETERANS SERVICES,  
a \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MICHIGAN)  
COUNTY OF \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_, before me, a Notary Public  
in and for the County and State above written, personally appeared \_\_\_\_\_

of \_\_\_\_\_  
and acknowledged that he/she executed same as \_\_\_\_\_ free act and deed on behalf of the Tenant.

FURTHER, that the said \_\_\_\_\_ signed in the presence of the witnesses, and that the  
witnesses signed at the request of the said \_\_\_\_\_ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF MICHIGAN)  
COUNTY OF \_\_\_\_\_ SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_. before me, a Notary Public  
in and for the County and State above written. personally appeared \_\_\_\_\_

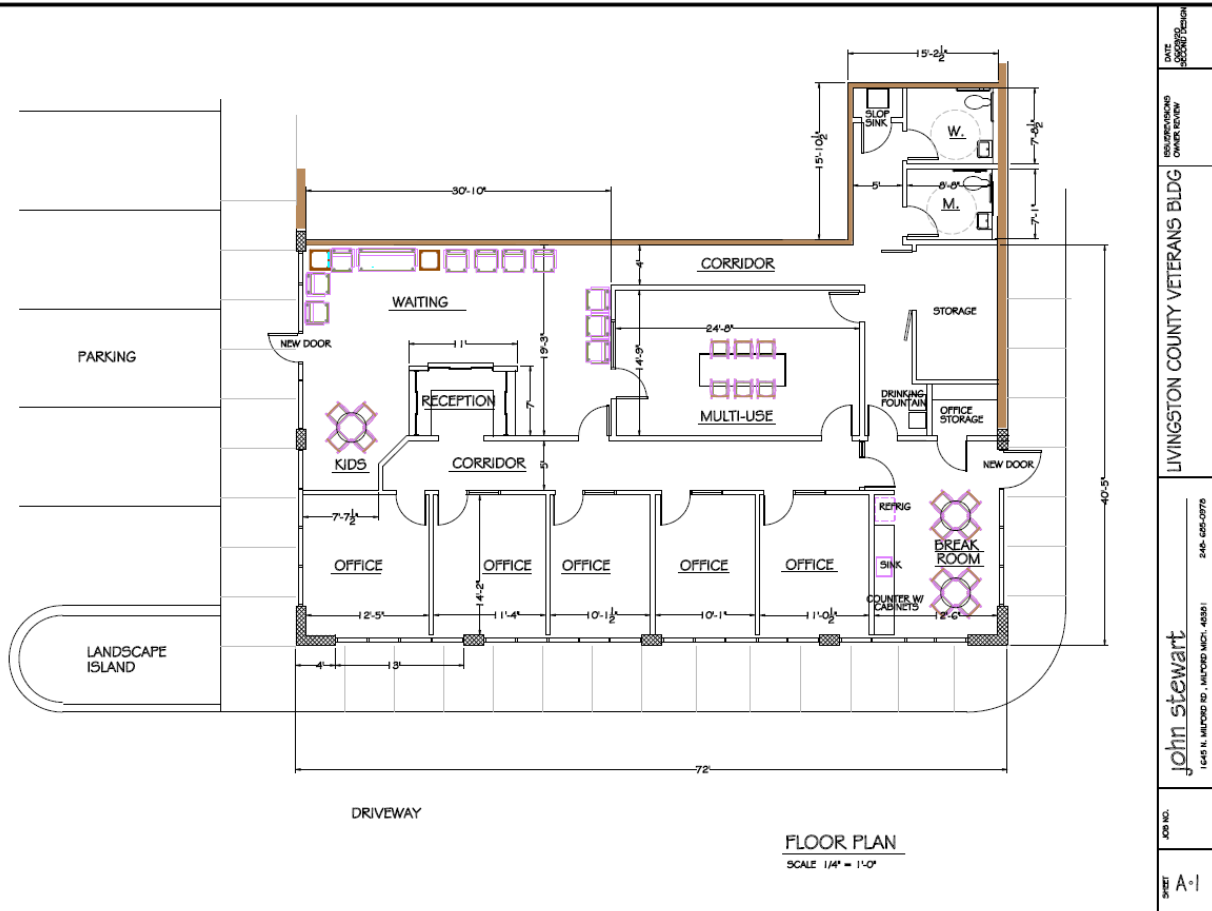
of \_\_\_\_\_  
and acknowledge that he/she executed same as \_\_\_\_\_ free act and deed on behalf of the Landlord.

FURTHER, that the said \_\_\_\_\_ signed in the presence of the witnesses, and  
that the witnesses signed at the request of the said \_\_\_\_\_ in his/her presence and in the presence of each other.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public, County of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"





## EXHIBIT "B"

### TENANT'S WORK

Identify all Tenant work/leasehold improvements to be completed by Tenant including, but not limited to, lighted signage on Grand River side of Building and entryway, demising wall, and new HVAC components. Landlord to repair window and replace broken sidewalks.