

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease") made this _____ day of _____, 2024, by and between JOE'S INVESTMENT LLC, a Michigan limited liability company whose address is 6870 Grand River Ave. Brighton, MI 48114, hereinafter referred to as "Sublandlord"; and Livingston County, a Michigan municipal corporation whose address is 304 E. Grand River Ave. Howell, MI 48843 on behalf of the Livingston County Public Defender's Office, hereinafter referred to as "Subtenant". Sublandlord and Subtenant may sometimes be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

- A. Sublandlord and Sargent Brighton, LLC (the "Landlord") are parties to a certain Lease Agreement dated September 13, 2019 (the "Master Lease"), whereby Sublandlord is leasing the premises at 6870 Grand River Ave. Brighton, MI 48114 (the "Leasehold"), which consists of approximately 26,769 square feet of floor area (the "Leased Premises") as more particularly described in the Master Lease.
- B. Sublandlord desires to sublet a portion of the Leased Premises to Subtenant, to be used for the purpose of providing an office location and parking for the Livingston County Public Defender's Office, in accordance with the terms and conditions of this Sublease.
- C. Landlord's acknowledgement and consent to this Sublease, which follows the signature block of the Parties, is incorporated into this Sublease and made a part hereof as it relates to the terms of Section 13. Assignment or Sublease of the Master Lease.

AGREEMENT:

The Sublandlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Subtenant, does hereby sublease unto the Subtenant the Subleased Premises as hereinafter described:

ARTICLE 1

Basic Sublease Provisions

- Item A.** THE BUILDING: JOE'S INVESTMENT LLC (RE/MAX Platinum)
ADDRESS: 6870 Grand River Ave., Suite 100
Brighton, MI 48114
- Item B.** TOTAL RENTABLE AREA IN THE BUILDING: 4525 Square Feet.
- Item C.** SUBLEASED PREMISES: West end of Building totaling 4525 square feet and parking lot
- Item D.** TERM: 24 months, plus 4 six-month options to renew
- Item E.** COMMENCEMENT DATE: December 1, 2024
TERMINATION DATE: November 30, 2026
- Item F.** BASIC ANNUAL RENT: \$72,400.00 total per year (i.e. no triple net)
- Item G.** MONTHLY INSTALLMENT OF RENT: \$6,033.33 total per mo. (i.e. no triple net)

ARTICLE 2

Definitions

Section 2.1 Wherever the term "Basic Sublease Provisions" or "Basic Sublease Provision" is used in this Sublease, said term refers to Basic Sublease Provisions as set forth in Article 1, above.

Section 2.2 Wherever the term "Subleased Premises" is used in this Sublease, said term refers to the premises designated in Item C of Basic Sublease Provisions, which premises are located in the building.

ARTICLE 3

Section 3.1 Sublandlord is the principal tenant of the RE/MAX Platinum suite including the sublet premises identified in Item C above.

Section 3.2 During the continuation of this Sublease, the Subleased Premises shall be used and occupied for office, parking and incidental purposes related to the operations of the Livingston County Public Defender's Office and for no other purposes without the written consent of Sublandlord, nor shall Subtenant conduct its business in a manner which will cause an increase in fire and extended coverage insurance premiums for the Subleased Premises or the Building, and Subtenant will comply with all requirements of the insurance policies relating to the Subleased Premises. Subtenant shall not use the Subleased Premises for any purpose in violation of any law, municipal ordinance, or regulation, nor shall Subtenant perform any acts or carry on any practices which may injure the Subleased Premises or the Building. Subtenant will comply with all requirements of the insurance policies purchased by Joe's Investment LLC except for the payment of premiums.

Section 3.3 Subtenant shall not use nor permit to be used RE/MAX Platinum nor any abbreviations or derivations thereof, nor any such word or words in connection with any business carried on or at the Building, nor any other style of name which will serve to indicate or imply that Subtenant's business is connected with the business of Sublandlord or RE/MAX Platinum, or with any of the successors or assigns of Sublandlord; nor shall Subtenant use or permit to be used the name of the Building in any way, except as the address of the Subtenant's business conducted at the Subleased Premises.

ARTICLE 4

The Term

Section 4.1 The Term of this Sublease shall mean and refers to the period as identified in Item D of Basic Sublease Provisions and shall commence on the Commencement date as shown in Item E of Basic Sublease Provisions and shall terminate on the Termination Date as shown in Item E of Basic Sublease Provisions, the Term will expire at midnight of the last day of the month in which the expiration occurs.

ARTICLE 5

Rent

Section 5.1 Subtenant shall pay to Sublandlord as rent for the Subleased Premises during each year of the Term of this Sublease the sum shown in Item F of Basic Sublease Provisions payable in advance, in equal monthly installments in the amount shown in Item G of Basic Sublease Provisions, upon the first day or each and every month throughout the Term of this Sublease, and without offset or deduction of any kind; provided, however, that if the Sublease Term shall commence on a day other than the first day of a calendar month, the rental for such first or last fractional month shall be such proportion of the monthly rental as the number of days in such fractional month bears to the total number of days in the calendar month. Rent includes all utilities, garbage, and refuse charges. Rent shall be paid to Joe's Investment LLC 6870 Grand River Ave., Suite 300, Brighton, MI 48114 Attention: Kandis Thompson.

ARTICLE 6

*Reserved

ARTICLE 7

Repairs and Maintenance

- A. Sublandlord shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Subleased Premises and every part thereof and any and all appurtenances thereto wherever located, including, but without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Subleased

Premises including free flow up to main sewer line, fixtures, heating and air conditioning and electrical systems (whether or not located in the Subleased Premises) sprinkler system, walls, floors and ceilings, meters applicable to the Subleased Premises, and all installations made by Subtenant under the terms of this Sublease and any exhibits thereto, as herein provided; any repairs required to be made in the Subleased Premises due to burglary of the Subleased Premises or other illegal entry into the Subleased Premises or any damage to the Subleased Premises caused by a strike involving the Subtenant or its employees. Any charges to furnish service to the Subleased Premises made by any utility company or municipality shall be paid by Sublandlord within the time limit specified by each utility company.

- B. Sublandlord shall keep and maintain the Subleased Premises (including adjoining walkways and parking lot) free from rubbish, dirt, snow and ice, in a clean, sanitary and safe conditions and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Sublandlord, and Sublandlord shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Subleased Premises and all appurtenances thereto.
- C. At termination of this or any renewal Term, the Subtenant does agree to deliver the Subleased Premises in the same condition (subject to the removals hereinafter required) as the Subleased Premises were on the date the Subtenant opened the Subleased Premises for business to the public, reasonable wear and tear excepted, and shall surrender all keys for the Subleased Premises to Sublandlord at the place then fixed for the payment of rent and shall inform Sublandlord of all combinations of locks, safes, vaults, and refrigeration units, if any, in the Subleased Premises. All alterations, decorations, additions and improvements made by Subtenant shall be deemed to have attached to the Subleased Premises and to have become the property of Sublandlord upon such attachment, and upon expiration of this Sublease or any renewal Term thereof. The Subtenant shall not remove any of such alterations, decorations, additions and improvements, except trade fixtures installed by Subtenant and personal property of Subtenant. Subtenant, during the last thirty (30) days of such Term, shall remove all of its trade fixtures, and, to the extent required by Sublandlord by written notice, any other installations, alterations or improvements provided herein, before surrendering the Subleased Premises as aforesaid and shall repair any damage to the Subleased Premises caused thereby. Subtenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Sublease Term. Any items remaining in the premises on the termination date of this Sublease shall be deemed abandoned for all purposes and shall become the property of Sublandlord and the latter may dispose of the same without liability of any type or natures.

ARTICLE 8

Alterations

Section 8.1 Subtenant shall not make any alterations, additions or improvements to the Subleased Premises and shall not install any fixtures or equipment to be used in connection with Subtenant's business which may affect the Subleased Premises in any manner without first obtaining the written approval of Sublandlord as to the making of any such alterations, additions or improvements, the installation of such fixtures and equipment and as to manner in which said fixtures and equipment are to be installed and located in said Subleased Premises.

Section 8.2 If Subtenant makes any alterations or improvements in the Subleased Premises, Subtenant must pay for same when made.

ARTICLE 9

Insurance

Section 9.1 Subtenant agrees to maintain, at its expense, at all times during the Sublease Term, public liability and property damage insurance with respect to the Subleased Premises properly protecting and naming Sublandlord as an additional insured in an amount not less than One Million (\$1,000,000) Dollars per person and One Million (\$1,000,000) Dollars per accident for injuries or damages to persons, and not less than Five Hundred Thousand (\$500,000) Dollars for damage or destruction of property, written by insurers licensed to do business in the state in which the Office Complex is located. Subtenant shall deliver to the Sublandlord certificates of such insurance, which

shall declare that the respective insurers may not cancel the same in whole or in part without giving Sublandlord written notice of its intention to do so at least thirty (30) days in advance.

Section 9.2 Subtenant's failure to procure and maintain continuously during the entire Term of this Sublease, insurance required under this Article shall be deemed a default by Subtenant. Sublandlord shall be entitled to procure the same, and Subtenant shall immediately reimburse Sublandlord for such premium expense plus interest at the highest legal rate, in addition to all other remedies of Sublandlord for default.

Section 9.3 Subtenant agrees to comply with all insurance company recommendations within twenty (20) days of notice. Subtenant agrees not to keep upon the Subleased Premises of any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance covering the Subleased Premises shall be increased by reason of any use of the Subleased Premises made by the Subtenant, then the Subtenant shall pay to Sublandlord such increase in insurance as shall be occasioned by said use.

Section 9.4 Subtenant agrees that all property owned by it in, on or about the Subleased Premises shall be at the sole risk and hazard of the Subtenant.

Section 9.5 Subtenant agrees that, if any property owned by it and located in the Subleased Premises shall be damaged or destroyed by an insured peril, Sublandlord shall not have any liability to Subtenant, nor to any insurer of Subtenant, for or in respect of such damage or destruction, and Subtenant shall require all policies of risk insurance carried by it on its property in the Subleased Premises to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its right to subrogation against Sublandlord.

ARTICLE 10 **Other Conditions**

Section 10.1 Conduct. Subtenant shall conduct its business in a professional manner and in a manner such that Sublandlord will at all times receive the maximum amount of rental for the operation of such business in and upon the Subleased Premises.

Section 10.2 Renewal Options. Subtenant shall have 4 six-month options to renew. Starting the twenty-fifth (25) month, Subtenant's rent shall increase/decrease annually by the Consumer Price Index published by the U.S. Bureau of Labor Statistics ("CPI") for the current year with a ceiling of 2% and floor of negative 2% on an annual basis.

Section 10.3 Build Out. Subtenant shall accept the premises "as is". Subtenant shall conduct its own build out with approval of plans by the Sublandlord. Sublandlord shall make every effort to vacate the space before December 1st. In the event Sublandlord can vacate before December 1st, Subtenant may occupy the premises before December 1st as long as first month rent has been paid.

Section 10.4 Access to Premises and Parking Lot. Subtenant shall have access to the Subleased Premises 24 hours a day, 365 days a year. Subtenant may allow Subtenant's clients and other invitees to visit the Subleased Premises during reasonable business hours. Subtenant shall have access to the parking lot and may occupy enough spaces at any given time for its staff and clients use.

Section 10.5 Common Areas. Subtenant and its agents, employees, and other invitees shall have non-exclusive access during the Term to use all Common Areas together with rights of ingress and egress to and from the Subleased Premises. Subtenant shall comply with all rules and regulations imposed by Sublandlord from time to time governing the use of the Common Areas. Subtenant's cost to use the Common Areas is included in the Base Rent, as defined in this Sublease.

Section 10.6 Non-incorporation of Master Lease. The parties agree and contingent upon Sargent Brighton, LLC executing the acknowledgement and consent to this Sublease, which follows the signature block of the Parties and is incorporated into this Sublease and made a part hereof; that the terms of Section 13.1 of the Master Lease are hereby waived, and the Subtenant is not bound by the terms and conditions of the Master Lease.

ARTICLE 11
Assignment & Subletting

Section 11.1 Subtenant shall not assign, transfer or encumber this Sublease without the written consent of Sublandlord and shall not sublet or allow any other Subtenant to come in with or under Subtenant without like written consent. Consent of Sublandlord to one assignment or subletting of the Subleased Premises shall not constitute a waiver of Sublandlord's rights hereunder. In no event shall Subtenant assign or sublet the Subleased Premises or any portion thereof for any use which will violate the exclusive use rights granted to any other Subtenant in the Office Complex. Any assignment or subletting, notwithstanding the consent of the Sublandlord, shall not in any manner release the Subtenant herein from its continued liability for the performance of the provisions of this Sublease and any amendments or modifications hereof. The acceptance of any rental payments by Sublandlord from any alleged assignee shall not constitute approval of the assignment of this Sublease by the Sublandlord.

Section 11.2 Notwithstanding that the Sublandlord may consent thereto, it is agreed that in the event of any assignment or subletting, the rental that shall be due from the Sublessee or Assignee (and which shall continue to be due from the Subtenant as provided) shall not be less than the aggregate of all annual sums paid by the Subtenant in the year immediately prior to the date of said assignment or subletting, including various additional rents that may have become due hereunder and the percentage rental for said period, payable at the rate of one-twelfth (1/12) of the aggregate of said sums on the first day of each month in advance.

Section 11.3 Sublandlord may, at any time during the Term of this Sublease, assign its interest or any part thereof with 90-day notice.

ARTICLE 12
*Reserved

ARTICLE 13
Fire or Other Casualty

Section 13.1 In the event of the partial destruction of the building or improvements located on the Subleased Premises by fire or any other casualty insured under the insurance carried by Sublandlord pursuant to the terms of this Sublease (except as provided in Section 13.2 hereof), Sublandlord shall restore or repair said building to good and habitable condition with reasonable diligence. Subtenant shall be responsible for repair or replacement of all improvements made or installed by Subtenant. A just and proportionate part of the rent payable by Subtenant, to the extent that such damage or destruction renders the Subleased Premises unsubtenantable, shall abate for the date of such damage or destruction until such Subleased Premises are repaired or restored to a subtenantable condition; provided, that if Subtenant fails to adjust its insurance, to remove its damaged goods, wares, equipment or property within a reasonable time, or to make its repairs or install fixtures within a reasonable time, and as a result of any or all of the foregoing, the repair or restoration of the Subleased Premises is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further, there shall be no abatement of rental if such fire or other cause damaging or destroying the Subleased Premises shall result from the negligence or willful act of the Subtenant, its agents or employees. Rent shall not abate over areas used by Subtenant for storage unless Subtenant determines it is no longer usable for storage and discontinues use, in which case it shall abate.

Section 13.2 In the event that the Subleased Premises shall be substantially damaged or destroyed by fire or other casualty covered by Sublandlord's insurance, and Sublandlord does not elect to terminate this Sublease as hereinafter provided, Sublandlord shall proceed with reasonable diligence to rebuild or repair the Subleased Premises. If the Subleased Premises, or the building of which they are a part, shall be destroyed or substantially damaged by a casualty not covered by Sublandlord's insurance or be destroyed or rendered unsubtenantable to an extent in excess of fifty (50%) percent of the floor area by a casualty covered by Sublandlord's insurance, or if the Subleased Premises shall be damaged to such extent that the remaining Term of this Sublease is not sufficient to amortize the cost of reconstruction, then Sublandlord may elect either to terminate this Sublease as hereinafter provided or to proceed to rebuild and repair the Subleased Premises. Should Sublandlord elect to terminate this Sublease, it shall give written notice of such election to Subtenant within ninety (90) days after the occurrence of such casualty. If Sublandlord should not elect to terminate this Sublease, Sublandlord shall proceed with reasonable diligence to rebuild and repair the Subleased Premises, during which time rental shall be abated as set forth in Section 13.1 hereof.

Section 13.3 In the event that the Subleased Premises shall be partially, substantially or completely damaged or destroyed as a result of the willful or grossly negligent acts of Subtenant then rental shall not abate during the period the Subleased Premises remains unsubtenantable.

ARTICLE 14
Eminent Domain

Section 14.1 If the whole of the Subleased Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by the power of eminent domain, or by private purchase in lieu thereof, this Sublease shall terminate as of the day possession shall be taken by such public authority, and the rent shall be paid up to that day with a proportionate refund by Sublandlord of any prepaid rent.

If the whole of the parking area of the Office Complex shall be taken as aforesaid, this Sublease shall terminate as of the day possession shall be taken by such public authority; provided, however, that this Sublease shall continue in full force and effect if, within ninety (90) days after such taking, Sublandlord provides other parking facilities abutting the Office Complex with a ratio substantially equal to the previously existing ration between the parking area and the office area of the Office Complex.

Section 14.2 If less than the whole, but more than twenty-five (25%) percent of the floor area of the Subleased Premises shall be taken as aforesaid, either party shall have the right to terminate this Sublease and declare the same null and void by notice in writing delivered to the other party within ten (10) days after such taking. If neither party elects to terminate this Sublease, Subtenant shall continue in possession of the remainder of the Subleased Premises, and all of the terms of this Sublease shall continue in full operative force and effect, except that the Minimum Rent and Base Sales shall be reduced in proportion to the area of the Subleased Premises taken and Sublandlord, at its own cost and expense, shall make all repairs or alterations to the building necessary to constitute the remaining premises a complete architectural unit substantially like the original subleased premises.

If twenty-five (25%) percent or less of the floor area of the Subleased Premises should be taken as aforesaid, this Sublease shall not terminate; however, the Minimum Rent and Base Sales shall be reduced in proportion to the area taken, effective on the date physical possession is taken by the condemning authority, and Sublandlord, at its own cost and expense, shall make all repairs or alterations to the building necessary to constitute the remaining premises a complete architectural unit substantially like the original subleased premises.

All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the Subleased Premises, shall belong to and be the property of Sublandlord, whether such damages shall be awarded as compensation for diminution in value to the subleasehold or to the fee of the premises; provided, however, that Sublandlord shall not be entitled to any award made to Subtenant for loss of business or removal of stock and fixtures.

ARTICLE 15
Loss of State Funding, Bankruptcy or Insolvency of Subtenant

Section 15.1 In the event proceedings are instituted under Chapters 7, 9, 11, or 13 of the United States Bankruptcy Code with respect to Subtenant, this Sublease shall be deemed to be rejected by the Debtor-in-Possession or Trustee, and this Sublease shall be canceled without obligation to any party. As funding for this Sublease is contingent upon annual appropriation by the State of Michigan, Subtenant may terminate this Sublease upon 90 Days written notice to Sublandlord, if State funding is eliminated or substantially reduced.

ARTICLE 16
Default and Re-Entry

Section 16.1 Failure on the part of Subtenant to pay rental or other charges due hereunder on the day same shall become due, or failure of Subtenant to promptly and faithfully keep and perform every covenant, condition, agreement and obligation of this Sublease other than payment of rent for more than twenty (20) days after written notice of such default shall have been mailed to Subtenant, shall be a default of Subtenant under this Sublease. In the event of default by Subtenant, Sublandlord, in addition to any other rights or remedies it may have, shall have the right to re-enter the Subleased Premises to assume and take possession of the whole or any part thereof and to remove all persons or

personal property by direct or summary action, or in a different type of suit or proceeding, by force or otherwise, without being deemed guilty of trespass or other actionable wrong by reason thereof, and without being liable for the damages therefor or in connection therewith, and, after demand made therefor. Subtenant or anyone in possession claiming under Subtenant shall be deemed liable of unlawful detainer and subject to possession of the Subleased Premises to Sublandlord or Sublandlord's assignee, successors, or agents, and Subtenant agrees that the Demised premises shall be in substantially the same order and in as good condition as received, normal wear and use excepted.

Section 16.2 Subtenant covenants that any default, termination, forfeiture, annulment or avoidance by Sublandlord or by a Court of competent jurisdiction of this Sublease, shall not relieve Subtenant from the obligation to make payments of rental or other charges due hereunder. Should Sublandlord 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 Sublease or it may from time to time, without terminating this Sublease, make such alterations and repairs as may be necessary in order to re-let the premises, and re-let said premises or any part thereof or such term or terms (which may be for a term extending beyond the Term of this Sublease) and at such rental or rentals and upon such other terms and conditions as Sublandlord in its sole discretion may deem advisable. Upon each such re-letting all rentals and other sums received by Sublandlord for such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Subtenant to Sublandlord, second, to the payment of any costs and expenses of such re-letting, including reasonable brokerage fees and attorney's fees and of costs of such alterations and repairs and costs of moving other subtenants in the shopping Center in order to re-let the Subleased Premises, such as repairs and alterations to other portions of the Office Complex or reduced rental to other subtenants; third, to the payment of rent and other charges due and unpaid hereunder; and the residue, if any, shall be held by Sublandlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals and other sums received from such re-letting during any month be less than that to be paid during that month by Subtenant hereunder, Subtenant shall pay such deficiency to Sublandlord. Such deficiency shall be calculated and paid monthly. Subtenant shall, in no event, be entitled to any Rent collected as payable under any re-letting, whether or not such Rent shall exceed the Rent reserved in this Sublease. No such re-entry or taking possession of said premises by Sublandlord shall be construed as an election on its part to terminate this Sublease unless a written notice of such intention be given to Subtenant or unless the termination thereof be decreed by a Court of competent jurisdiction. Notwithstanding any such re-letting without termination, Sublandlord may at any time hereafter elect to terminate this Sublease for such previous breach. Should Sublandlord at any time terminate this Sublease for any breach, in addition to any other remedies it may have, it may recover from Subtenant all damages it may incur by reason of such breach, including the cost of recovering the Subleased Premises, reasonable attorney fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and other charges due hereunder for the remainder of the stated Sublease Term over the then reasonable rental value of the Subleased Premises for the remainder of the stated Sublease Term, all of which amounts shall be immediately due and payable from Subtenant to Sublandlord. In determining the rent which would be payable by Subtenant hereunder, subsequent to default, the annual rent for each year of the unexpired Term shall be equal to the average annual minimum and percentage rents paid by Subtenant from the commencement of the Term to the time of a default, or during the preceding three (3) full calendar years, whichever period is shorter, together with all other charges payable hereunder.

In the case of re-entry, repossession or termination of the Term of this Sublease prior to the expiration thereof pursuant to the provisions of this Section, whether or not the same is the result of the institution of summary or other proceedings, Subtenant shall not thereby be relieved from liability for damages sustained or to be sustained by Sublandlord by reason of breach of this Sublease by Subtenant, and Subtenant shall pay to Sublandlord all such damages incurred by Sublandlord by reason of such breach.

Section 16.3 The remedies provided herein are in addition to and not in lieu of any other remedies or relief made available to the Sublandlord under the laws of the state in which the Subleased Premises are located, which latter remedies or relief shall be likewise available to Sublandlord in the event of a breach of any of the terms of this Sublease.

Section 16.4 In the event that Sublandlord shall be required to engage legal counsel for the enforcement of any institution of suit or other legal services required to secure compliance on the part of Subtenant, Subtenant shall be responsible for and shall promptly pay to Sublandlord the reasonable amount of said attorney's fees if ordered by the Court.

Section 16.5 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy provided herein constitute a forfeiture or waiver of any rent or other money obligation due to Sublandlord hereunder. Forbearance by Sublandlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

ARTICLE 17
Sublandlord's Default

Section 17.1 If Sublandlord shall fail to perform any covenant, term or condition of this Sublease upon Sublandlord's part to be performed, and if as a consequence of such default Subtenant shall receive a money judgment against Sublandlord, such judgment shall be satisfied by the laws of the State of Michigan.

ARTICLE 18
General Provisions

Section 18.1 Sublandlord or Sublandlord's agents may only with pre-notice and consent of Subtenant, enter the Subleased Premises for the purpose of inspecting and examining the same, and to show the same to prospective purchasers or Subtenants, and to make such repairs, alterations, improvements or additions as Sublandlord may deem necessary or desirable. During the ninety (90) days prior to the expiration of the Term of this Sublease or any renewal Term, Sublandlord may exhibit the Subleased Premises to prospective Subtenants or purchasers, and place upon the Subleased Premises the usual notices advertising the Subleased Premises for sale or sublease, as the case may be, which notices Subtenant shall permit to remain thereon without interference. If Subtenant shall not be personally present to open and permit an entry into said Subleased Premises, at any time, when for any reason and entry therein shall be necessary or permissible, Sublandlord or Sublandlord's agents may enter the same by a master key or may forcibly enter the same, without rendering Sublandlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this Sublease. Nothing herein contained, however, shall be deemed or construed to impose upon Sublandlord any obligation, responsibility or liability whatsoever for the care, maintenance or repair of the building or any part thereof, except as otherwise herein specifically provided.

Section 18.2 During any period of this Sublease that Subtenant is not in default, Subtenant shall lawfully and peaceably have, hold, possess, use and occupy and enjoy the Subleased Premises so long as this Sublease remains in force, without disturbance from Sublandlord, subject to the specific provisions of this Sublease and any mortgages to which this Sublease is subordinate.

Section 18.3 Waiver by Sublandlord of any default, breach or failure of Subtenant under this Sublease shall not be construed as a waiver of any subsequent or different default, breach or failure. In case of a breach by Subtenant of any of the covenants or undertakings of Subtenant, Sublandlord nevertheless may accept from Subtenant any payment or payments hereunder without in any way waiving Sublandlord's right to exercise the right of re-entry hereinbefore provided for by reason of any other breach or lapse which was in existence at the time such payment or payments were accepted by Sublandlord. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed a waiver or render unnecessary consent to or approval of any subsequent similar act.

Section 18.4 Sublandlord reserves the right to mortgage and re-mortgage the Subleased Premises and the Office Complex. Upon request of Sublandlord, Subtenant shall subordinate its rights hereunder to the lien of any mortgages, or the lien resulting from any other method of financing or refinancing now or hereafter placed in force against the real estate and/or buildings of which the Subleased Premises are a part or against any buildings hereafter placed upon said real estate of which the Subleased Premises are a part.

Section 18.5 This Sublease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all covenants, promises, agreements, conditions or understandings, between Sublandlord and Subtenant concerning the Subleased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Sublease shall be binding upon Sublandlord or Subtenant unless reduced to writing and signed by each party.

Section 18.6 Subtenant acknowledges it has examined the said Subleased Premises prior to the making of this Sublease and knows the condition thereof, and no representations as to the condition or state of repairs thereof has been made by the Sublandlord, or its agents, which are not herein expressed, and the Subtenant hereby accepts the Subleased Premises in their present "as is" condition at the date of the execution of this Sublease.

Section 18.7 Subtenant does covenant and agree to execute and deliver to Sublandlord, within thirty (30) days from date of request, such supplemental documents as may be required by any lender including estoppel certificates in form required by any lender, which certificate may include any reasonable information including, but not limited to, information as to any modifications of this Sublease, that Sublease is in full force and effect and that Sublandlord is not in default of any terms hereof.

Section 18.8 Subtenant may place signs on front facia and rear facia of the Subleased Premises. Any sign or advertising matter must have Sublandlord's and Township's written approval which shall not be unreasonably withheld. Subtenant may seek approval for a front lawn sign from Township. If Township approves said sign, then it may be placed. Subtenant agrees to maintain such signs or advertising matter as approved by Sublandlord in good condition and repair. All signs shall comply with applicable ordinances or other governmental restrictions to the extent Subtenant as a governmental entity is subject to these and the determination of such requirements, and the prompt compliance therewith shall be the responsibility of the Subtenant. No awning or other attachment shall be installed or used on the roof or exterior of the Subleased Premises without Sublandlord's written consent which shall not be unreasonably withheld.

Section 18.9 Any holding over after the expiration of the Term, with the consent of Sublandlord, shall be construed to be a tenancy from month to month at the rents herein specified in the absence of a written agreement to the contrary. Subtenant shall also pay to Sublandlord all damages sustained by Sublandlord resulting from retention of possession by the Subtenant including the loss of any proposed subsequent Subtenant for any portion of the Subleased Premises.

Section 18.10 Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as 1.) a waiver of Subtenant's governmental immunity, 2.) creating the relationship of principal and agent or of partnership or of joint venture between parties hereof, it being understood and agreed that neither the method of computation of rental, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Sublandlord and Subtenant. Whenever herein the singular number is used, the same shall include the plural, and words of gender shall include each other gender.

Section 18.11 The provisions, covenants and conditions of this Sublease shall bind and inure to the benefit of the legal representatives, successors and assigns of each of the parties, except that no assignment or subletting by Subtenant without the written consent of Sublandlord shall vest any right in the assignee or sublessee of Subtenant.

Section 18.12 Whenever a period of time is herein prescribed for action to be taken by Sublandlord or Subtenant, Sublandlord or Subtenant shall not be liable or responsible for and there shall be excluded from the computation of any such period time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of Sublandlord or Subtenant.

Section 18.13 Subtenant and Sublandlord warrant that they have had no dealing with any broker or agent in connection with the negotiation or execution of this Sublease other than Sublandlord's broker, if any.

Section 18.14 Any installment of rent, percentage rent, or any other charge or obligation herein required to be paid by Subtenant which is not paid within ten (10) days after due shall be paid with an administration charge of \$200.00, which amount shall then bear interest at the lawful rate.

Section 18.15 The laws of the State of Michigan in which the Subleased Premises is located shall govern the interpretation, validity, performance and enforcement of this Sublease. If any provision of this Sublease should be held to be invalid or unenforceable, the validity and enforceability of the remaining provision of this Sublease shall not be affected thereby.

ARTICLE 19
Relocation of Subtenant

Section 19.1 Sublandlord reserves the right, during the Term of this Sublease or any renewal Term, to relocate Subtenant to other suitable office space in the building, so long as the number of square feet of space so substituted equals or exceeds the number of square feet of space in the original Subleased Premises. Such relocation shall be performed through Sublandlord's personnel or contractors and Sublandlord shall pay or cause to be paid the following relocation expenses reasonably incurred by Subtenant in connection with such substitution of Subleased Premises cost of moving, reconstruction of all Subtenant-furnished and Sublandlord-furnished improvements and telephone relocation and reinstallation. Subtenant waives any claim for damages, abatement of rent or loss of profits due to such relocation, provided that Sublandlord gives at least thirty (30) days prior written notice of its intention to relocate Subtenant. In the event of such relocation, the rental rate per square foot shall remain the same as provided in this Sublease only for the same number of substituted square feet as were previously occupied by Subtenant, and all other terms and conditions of this Sublease shall apply to the substituted Subleased Premises. If requested by Sublandlord, Subtenant shall promptly execute an amendment or other document confirming the relocation of Subtenant to said substituted Subleased Premises.

ARTICLE 20
Waiver of Jury Trial

Section 20.1 To the extent permitted by law, Sublandlord and Subtenant shall, and hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either against the other on any matter whatsoever arising out of or in any way connected with this Sublease.

ARTICLE 21
Notices and Certification

Section 21.1 Notices. All notices or other written communications under this Sublease will be deemed to have been properly given: 1.) upon delivery, if delivered in person with receipt acknowledged by the recipient; or 2.) one business day after having been deposited for overnight delivery with any nationally recognized overnight delivery service, addressed to the receiving Party at its address set forth below:

Sublandlord:
JOE'S INVESTMENT LLC
Attn: Joe DeKroub
6870 Grand River Ave.
Brighton, MI 48114

Subtenant:
Livingston County
Attn: County Administrator
304 E. Grand River Ave.
Howell, MI 48843

Either Party may change its address listed above by providing the other Party written notice as provided in this section.

Section 21.2 Certification of Authority to Sign Sublease. The people signing on behalf of the Parties hereto certify by their signatures that they are duly authorized to sign this Sublease on behalf of said Parties and that this Sublease has been authorized by said Parties.

[Signature page to follow]

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS SUBLEASE ON THE DAY AND YEAR IT IS FULLY EXCECUTED.

JOE’S INVESTMENT LLC, SUBLANDLORD: _____ Date:_____

By: _____

Its: _____

LIVINGSTON COUNTY, SUBTENANT: _____ Date:_____

By: _____

Its: _____

Landlord’s Consent. The Parties acknowledge that, in accordance with the terms of the Master Lease, Prime Landlord must consent to this Sublease and the effectiveness of this Sublease is conditional upon such consent being given by Landlord.

THE AUTHORIZED REPRESENTATIVE OF THE LANDLORD HERETO HAS SIGNED THIS ACKNOWLEDGEMENT AND CONSENT TO THE SUBLEASE ON THE DAY AND YEAR IT IS FULLY EXCECUTED.

SARGENT BRIGHTON, LLC, LANDLORD: _____ Date:_____

By: _____

Its: _____

**APPROVED AS TO FORM FOR COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
By: /s/Mattis D. Nordfjord, Esq.
On: July 29, 2024**

APPENDIX I
Rules and Regulations

This Sublease is subject to the following Rules and Regulations which are made a part hereof said Sublease:

- a. All loading and unloading of goods shall be done only at such times, and in the areas, and through the entrances, designated for such purpose by Sublandlord.
- b. The delivery and shipping of merchandise, supplies and fixtures to and from the Subleased Premises shall be subject to such rules and regulations as in the reasonable judgment of the Sublandlord are necessary for the proper operation of the Subleased Premises and the Office Complex.
- c. All garbage and refuse shall be kept in the kind of container specified by Sublandlord, and shall be placed outside of the premises prepared for collection in the manner and at the times and places specified by Sublandlord. Sublandlord shall provide or designate a service for picking up refuse and garbage, Subtenant shall be responsible for placing their refuse in the designated container.
- d. Subtenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- e. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Subtenant.