

West Huron Properties, LLC

**FUNDAMENTAL LEASE PROVISIONS
COVER PAGE**

Signature Date: _____
Turnover / Occupancy Date: _____
Commencement Date: _____
Expiration Date: _____

Landlord: West Huron Properties, LLC
Landlord's Address: 416 West Huron St., Suite 23, Ann Arbor, MI 48103

Tenant: _____

Tenant's Address: _____
Tenant's Trade Name (if any): _____
Tenant's Phone Number(s): _____
Tenant's E-mail address: _____

Leased Premises: 416 West Huron St., _____, Ann Arbor, MI, 48103, consisting of approximately of _____ square feet of space (see attached Property Layout).

Lease Term: The Commencement Date through the Termination Date.

Renewal Option Period: Tenant shall submit written notification to the Landlord no less sixty(60) days prior to the **Expiration Date** of their intent to renew.

Lease Renewal: Negotiable contingent upon Tenant remaining in good standing.

Base Rent: \$ _____ /month

Security Deposit: \$ _____

Use of Leased Premises: _____

Other Conditions: intentionally left blank

Parking is not provided on-site under this Lease for tenants, their sublettors, customers/clients, or associates. Parking arrangements may be available for an additional charge and subject to a Monthly Vehicle Parking Agreement and the Landlord's Parking Policy. If interested, please contact the Landlord.

WEST HURON PROPERTIES, LLC COMMERCIAL LEASE

THIS LEASE is made and executed this ____ day of _____, 20____, between West Huron Properties, LLC of 416 W. Huron Street, Suite 23, Ann Arbor, Michigan 48103 (“Landlord”) and _____, of _____ (“Tenant”).

1. **Leased Premises.** Landlord is the owner of the real property located at 416 West Huron Street, Ann Arbor, Michigan (the “Land”). Landlord LETS AND LEASES to Tenant, and Tenant HIRES AND LEASES from Landlord, a portion of the building located on the Land (the “Building”). Tenant’s space in the Building contains approximately _____ **rentable square feet** more commonly known as _____, as depicted/described on the Property Layout attached hereto (the “**Leased Premises**”). The Building, any other buildings located on the Land, and the Land itself are hereinafter referred to collectively as, the “**Property.**” **No parking access is provided at the Property under the terms of this Lease for tenants, their subletters, customers/clients, or associates.** Parking arrangements may be available for an additional charge pursuant to a Monthly Vehicle Parking Agreement and all parking at the Land is subject to the Landlord’s Parking Policy.

2. **Purpose of Occupancy and Use.** Tenant shall occupy and use the Leased Premises for general, commercial use only, more specifically _____, and for no other purpose without the written consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant shall not use the Leased Premises, or permit the Leased Premises to be used, for the doing of any act or thing that constitutes a violation of any law, order, ordinance, or regulation of any government authority or that may be dangerous to life or limb; nor shall Tenant in any manner deface or injure the Leased Premises or the Common Areas, or permit any excessively loud noise or noxious odor or any hazardous material or contaminant to be emitted or spilled in violation of Relevant Environmental Laws, or permit anything to be done on the Leased Premises or the Common Areas tending to create a health hazard or nuisance or menace to unreasonably disturb other tenants or to injure the reputation of the Leased Premises. Tenant shall at its expense promptly place and keep and occupy the Leased Premises in compliance with (a) all laws, ordinances, orders or regulations affecting the Leased Premises or its use or occupancy or any alterations Tenant has made to the Leased Premises, and (b) the recommendations of any insurance company, inspection bureau or similar agency.

3. **Term of Lease; Option to Renew; Acceptance of Premises.** The term of this Lease (“**Term**”) shall commence on _____ (the “**Commencement Date**”) and shall continue to and expire on _____ (“**Expiration Date**”), unless earlier terminated in accordance herewith. Provided Tenant is not in default hereunder either as of the date on which Tenant exercises its option to renew, or as of the date on which the applicable option period commences, Tenant shall have one (1) option to renew this Lease for a renewal term of one (1) year, which option shall be exercised, if at all, by providing Landlord with written notice of renewal not less than sixty (60) days prior to the expiration of the initial Term of this Lease. The renewal term shall be under the same terms and conditions as are set forth herein.

Tenant's execution of this Lease shall constitute an acknowledgment by Tenant of its acceptance of the Leased Premises in its "as is" condition. THE LEASED PREMISES ARE LEASED TO TENANT IN ITS PRESENT "AS IS" CONDITION WITHOUT REPRESENTATION, WARRANTY, OR COVENANT (EXPRESSED OR IMPLIED) BY LANDLORD AND SUBJECT TO THE PRESENCE OR ABSENCE OF ANY ENVIRONMENTAL CONDITION ON THE LEASED PREMISES OR ANY PROPERTY IN THE VICINITY OF THE PREMISES. LANDLORD DOES NOT HAVE KNOWLEDGE OF ANY SUCH CONDITION CURRENTLY ON THE PREMISES OR ANY PROPERTY IN THE VICINITY OF THE LEASED PREMISES AS OF THE COMMENCEMENT DATE OF THIS LEASE. TENANT HAS EXAMINED THE PREMISES AND ALL IMPROVEMENTS TO IT AND HAS FOUND THEM SATISFACTORY FOR ALL PURPOSES. LANDLORD HAS NOT MADE, NOR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF HABITABILITY WITH RESPECT TO THE LEASED PREMISES, OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION OF THEM.

4. **Rent.** The term "**Rent**" shall include Base Rent and any Additional Rent, as set forth herein. Commencing on the Commencement Date, Tenant covenants and agrees to pay Landlord annual **Rent** of _____ Dollars (\$ _____), payable in equal monthly installments of _____ Dollars (\$ _____) in advance on the first day of each month during the Term, without any setoff or deduction whatsoever. Tenant's Rent shall be paid to Landlord at Landlord's address set forth above, or such other place as Landlord may designate. Further, any other amounts owed by Tenant to Landlord under this Lease, other than Base Rent, shall constitute Additional Rent. Rent shall be reviewed annually.

5. **Common Areas.** So long as Tenant is not in default under this Lease, Tenant, its agents, employees, customers, and invitees, shall have the use, in common with all others to whom the Landlord has granted or may later grant rights to use them, of the sidewalks, drives, hallways, and lobbies as designated by Landlord, as these shall exist from time to time, (the "**Common Areas**"), provided that Landlord may restrict such access temporarily for repairs or other causes beyond Landlord's control. Landlord reserves the right in its absolute discretion to modify, change, expand or otherwise alter the Property and any Common Areas. Tenant shall not make any changes, modifications, or alterations to the Common Areas.

6. **Taxes and Special Assessments.** Landlord shall pay and discharge all real property taxes and special assessments which may be levied against all or any portion of the Property and any improvements thereon during the Term of this Lease. Tenant shall pay and discharge, prior to the same becoming delinquent, all personal property taxes which may be levied against its furnishings, equipment and other personal property located on the Leased Premises.

7. **Insurance and Indemnity.** Tenant shall indemnify, defend and hold Landlord, its members, employees, agents, and representatives ("Landlord Parties") harmless from any liability or claim for damages (including reasonable attorney fees) that may be asserted against Landlord Parties because of any accident or casualty occurring on the Leased Premises that do not arise from the Landlord Parties' fault, negligence, or breach of this Lease, including, without limitation, all losses, liabilities, injuries, costs, expenses (including reasonable attorney fees), and

claims of any and every kind whatsoever paid, incurred, or suffered by or asserted against Landlord Parties for, with respect to, or as a direct result of the release or presence of any hazardous, toxic, or dangerous waste, substance, or material created after the Commencement Date or the violation of any law or regulations affecting the same. Tenant's obligations hereunder shall survive expiration or earlier termination of this Lease. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage in an amount recommended by Landlord's insurance agent that, for the initial coverage, shall be not less than One Million Dollars (1,000,000.00) single limit coverage for property damage, bodily injury or death, Two Million Dollars (2,000,000.00) annual aggregate resulting from the occupancy or use of the Premises or the conduct of the Tenant's business at the Leased Premises.

At the commencement of the Term, Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the foregoing insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of, any material change in, or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties, as their interests may appear. The policy shall name Landlord as an additional insured, shall be underwritten by a carrier approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed, and shall include such other terms and conditions as Landlord may reasonably require. The policy shall provide by endorsement or otherwise that it may not be cancelled, terminated, amended, or modified for any reason, except upon thirty (30) days prior written notice to Landlord.

Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of casualty insurance including coverage against vandalism, malicious mischief, and other perils included in a standard extended coverage endorsement, insuring Tenant's trade fixtures, furnishings, equipment and all personal property located in the Leased Premises. All personal property kept on the Leased Premises by Tenant shall be kept at Tenant's sole risk. Tenant hereby releases Landlord from any and all liability for any damage to or loss of such personal property from any cause, other than from a Landlord Party's fault, negligence, or breach of this Lease. **Tenant acknowledges that Landlord's insurance does not cover personal property damage caused by fire, theft, rain, war, act of God acts of others, and/or any other causes, nor shall Landlord be held liable for such losses.** Landlord recommends that Tenant seek the advice of an insurance agent or other professional concerning insurance for Tenant's fixtures, furnishing, equipment and personal property.

Tenant shall, at its own cost and expense, obtain and keep in force workers' compensation insurance covering all of its' employees if any, to at least the statutory limit set forth under Michigan law.

8. Waiver of Subrogation. Each policy of insurance authorized or required under this Lease shall contain a clause or endorsement under which the insurer waives all right of subrogation against the other party, its agents and employees with respect to losses payable under such policy, and each party hereby waives all right of recovery it might otherwise have against the other party, its agents and employees for any loss or injury which is covered by such a policy of insurance, notwithstanding that such loss or injury may result from the negligence or fault of such other party, its agents or employees.

9. **Utilities.** The party indicated below shall be responsible for and shall pay for the following utilities serving the Leased Premises:

Electricity:

Natural Gas:

Water/Sewer: Landlord

Tenant shall be responsible for and shall pay for the following utilities serving the Leased Premises: telephone, cable, and internet.

Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Leased Premises, unless such interruptions continue for more than three (3) business days and are from the fault, negligence, or breach of this Lease by Landlord, in which case, Tenant's rent owed shall be abated until such interruption or failure is remedied.

10. **Maintenance, Repair, Replacement and Condition of Leased Premises.**

Tenant, at its expense, shall keep the interior of the Leased Premises in good maintenance, condition, and repair, reasonable wear and tear and any repairs or replacements constituting capital expenditures excepted. Tenant shall be responsible for the cost of any maintenance, repair or replacement with respect to damage to any portion of the Property caused by Tenant, its employees, contractors, agents, or invitees. Tenant shall be responsible for and shall pay for its own regularly scheduled janitorial service for the Leased Premises including restrooms contained within the Leased Premises. Tenant shall be responsible for replacement of, and for the cost of, all light bulbs within the Leased Premises. Tenant shall store all trash and garbage within the Leased Premises and shall dispose of such trash and garbage in areas and containers designated by Landlord at Landlord's expense. Landlord shall pay for janitorial services in the Common Areas, including shared restrooms. All other maintenance, repair and replacement of the Property and the Common Areas, including, (i) the structural systems, including, without limitation, exterior walls, floors, slabs, foundations and the roof, (ii) the electrical, mechanical, and plumbing systems, and (iii) the parking area, driveways, sidewalks, and landscaped areas, shall be performed by Landlord as and when determined necessary by Landlord in its reasonable discretion. Tenant shall promptly notify Landlord in writing of any defective condition known to it which Landlord is required to repair or replace and failure to so report such defect shall make Tenant responsible to Landlord for any additional loss or aggravation of loss incurred by Landlord by reason of Tenant's failure to notify Landlord.

11. **Alterations** Tenant shall not make or permit to be made any alterations, additions or improvements in, upon or to the Leased Premises or the Common Areas, or any part of the Leased Premises or the Common Areas, without the prior written consent of Landlord, which cannot be unreasonably withheld, conditioned or delayed. In the event such consent is obtained, all such alterations, additions or improvements shall be performed at the expense of Tenant in a good, workmanlike manner, free from faults and defects and in accordance with all applicable laws and building codes and plans and specifications approved by Landlord. In the event that any alterations, additional or improvements are approved, Tenant shall be responsible for and promptly repair any damage done to the Leased Premises arising out of the approved alterations, additions or improvements. Tenant shall not allow any construction liens to attach to the Leased Premises or the Property in connection with any such alteration, and the failure of Tenant to have any such

lien released or bonded within twenty-one (21) days after written notice from Landlord shall constitute a default under this Lease. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all costs and expenses incurred by Landlord in connection with such construction liens, including, without limitation, attorneys' fees and costs of litigation. All alterations, additions or improvements (except trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear excepted; provided, however, that, notwithstanding anything to the contrary contained in Paragraph, any such alteration, addition or improvement remaining at the end of the term or other expiration of this Lease shall, upon written demand made by Landlord, be removed by Tenant, at Tenant's expense, and Tenant shall repair any damage caused by such removal, restoring the Leased Premises to their condition prior to the making of such alteration, addition or improvement. Any alterations, additions or improvements shall be made by qualified, licensed contractors that have been approved in writing by Landlord prior to commencement of the work and such contractors shall carry appropriate insurance coverage as is reasonably required by Landlord.

12. Performance by Landlord. In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of twenty-one (21) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses incurred by Landlord by reason of such undertaking, plus a ten percent (10%) administrative fee, shall be due and payable forthwith by Tenant to Landlord as Additional Rent under this Lease.

13. Pets. No animal(s), will be kept on the Leased Premises, AT ANY TIME without the prior written consent of the Landlord, except properly trained service animals providing assistance to disabled persons in accordance with applicable law.

14. Hazardous Materials.

(a) **Definitions.** For purposes of this Lease, the terms "Hazardous Materials" and "Relevant Environmental Laws" shall be defined as follows:

(i) "Hazardous Materials" shall mean all solids, liquids and gasses, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated biphenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii) "Relevant Environmental Laws" shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the

Leased Premises, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Leased Premises.

(b) **Tenant's Obligations; Indemnification**. Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively "Tenant's Agents") to, bring upon, keep, store, use, or dispose of any Hazardous Materials on, in, under, or about the Leased Premises, the Property or any adjacent property, except in complete compliance with all Relevant Environmental Laws. Tenant shall, at its sole cost and expense and upon the demand of Landlord, cause all Hazardous Materials spilled, disposed of or otherwise released by Tenant or Tenant's Agents in, on, under or about the Leased Premises, the Property or any adjacent property to be cleaned-up and removed from the Leased Premises, the Property and the adjacent property to Landlord's satisfaction and in full compliance with the Relevant Environmental Laws. In addition, Tenant shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs and clean-up and other remediation costs and expenses, arising out of or in connection with the presence, storage, use, or disposal of Hazardous Materials in, on, under, or about the Leased Premises, the Property or any adjacent property caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease.

15. Damage to Leased Premises. In the event the Leased Premises or Building are damaged by fire, the elements, acts of God, or other cause to such extent that the Leased Premises are rendered un-tenantable by Tenant or more than fifty percent (50%) of the Building is rendered un-tenantable, or to such extent that the insurance proceeds are insufficient to rebuild and/or repair the Leased Premises and/or Building, Landlord or Tenant may elect to terminate this Lease. In the event Landlord or Tenant elects to terminate this Lease, the electing party, within thirty (30) days of the date the damage occurred, shall notify the other party in writing of such election, and this Lease shall be canceled as of the date the damage occurred, and Landlord and Tenant shall have no further obligations by reason of its provisions. In the event neither party elects to terminate this Lease, Landlord shall commence such rebuilding, and shall continue and complete such rebuilding, as promptly as reasonably possible. Upon completion of such rebuilding, this Lease shall be reinstated in all of its terms; provided, however, that during the period of such rebuilding, the rent shall abate in proportion to that portion of the Leased Premises rendered un-tenantable.

In the event the Leased Premises or Building are not damaged to such extent that the Leased Premises are rendered wholly un-tenantable by Tenant and this Lease is not otherwise terminated as provided above, then Tenant shall continue to occupy those portions of the Leased Premises which are tenantable, the rent shall abate in proportion to the portion of the Leased Premises rendered un-tenantable, and Landlord shall commence and complete repairs to the portions damaged as promptly as reasonably possible.

In the event the Leased Premises or Building are damaged to such extent that the Leased Premises are rendered wholly un-tenantable by Tenant for any period of time and this Lease is not otherwise terminated as provided above, then Tenant shall receive a rent abatement for those number of days the Leased Premises was un-tenantable in order to allow Landlord to

repair or make improvements for the damage. Landlord shall promptly notify Tenant that the Leased Premises is ready for Tenant to return. The rent abatement shall be determined by dividing the rent for the Leased Premises by 30 and multiplying that number by the number of days the Leased Premises was rendered wholly un-tenantable as determined by Landlord. The rent abatement shall be applied as a credit to the following month's rent.

In no event shall Landlord be liable to Tenant for any loss occasioned by damage to the Leased Premises. Notwithstanding the foregoing, Tenant's rent shall not abate under this Paragraph 14 if the damage to the Leased Premises is caused by the acts or negligence of Tenant, its agents, employees or invitees.

16. Eminent Domain. In the event that the whole of the Property shall be taken or condemned for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease.

In the event that less than the whole of the Property is so taken or condemned, then Landlord shall have the right to terminate this Lease upon written notice to Tenant given at least thirty (30) days prior to the date title vests in the condemnor, and this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease. In the event that Landlord does not elect to so terminate this Lease, Landlord, to the extent of the condemnation award, shall repair and restore the portion of the Leased Premises and Building not affected by the taking so as to constitute the remaining premises a complete architectural unit. Thereafter, the rent to be paid by Tenant shall be adjusted proportionately according to the ratio that the floor area remaining in the Leased Premises bears to the former floor area in the Leased Premises, and all of the other terms of this Lease shall remain in full force and effect.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Leased Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the term of this Lease, provided such award shall be in addition to, and shall in no way diminish, Landlord's award for land, buildings and other improvements.

17. Defaults of Tenant. The following occurrences shall be deemed defaults by Tenant:

- (a) Tenant shall fail to pay when due any Rent or other sum payable under this Lease and such failure continues for five (5) days after such payment is due.
- (b) Tenant shall be in breach of any other obligation under this Lease, and such breach shall continue for twenty-one (21) days after Landlord delivers written notice of such breach.

(c) Tenant shall abandon or vacate the Leased Premises before the end of the Term or before the end of any renewal term of this Lease; Tenant shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee, which is not dismissed within sixty (60) days; or Tenant shall allow a lien to attach to the Property or a portion thereof without causing the same to be removed or released within twenty-one (21) days after the filing of the same.

18. Remedies of Landlord. In the event of a default by Tenant, Landlord shall have the following rights and remedies in addition to all other rights and remedies legal and equitable otherwise available to Landlord:

(a) Landlord shall be entitled to immediately accelerate upon written notice to Tenant the full balance of the rent payable for the remainder of the term, or renewal term, of this Lease; provided, however, such amount shall be reduced to present value as of the date of payment based on interest rate of seven percent (7%) per annum and Landlord shall be obligated to mitigate its damages by attempting to re-let the Leased Premises at a fair market rental value.

(b) Landlord shall have the right to terminate this Lease upon written notice to Tenant without prejudice to any claim for rents or other sums due or to become due under this Lease.

(c) Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises. Such property may be removed and stored at the cost of Tenant. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings, Landlord may either terminate this Lease or, from time to time, without terminating this Lease, re-let 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 the exercise of its sole discretion, deems advisable, with the right to make alterations and repairs to the Leased Premises. Upon each such re-letting, (i) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expense of such re-letting and of any such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of the re-letting as accelerated under Subparagraph (a) of this Paragraph, exceeds the amount agreed to be paid for rent for the Leased Premises by the re-letting Tenant; or (ii) at the option of Landlord, rents received by Landlord from such re-letting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent unpaid hereunder; and the residue, if any, held by Landlord and applied in payment of future un-accelerated rent as the same may become due and payable hereunder. If Landlord relets the Leased Premises, the total amount owed by Tenant cannot be greater than the difference between the remaining rent payments due from Tenant as accelerated, per Section 18(a) above and the amount paid pursuant to the reletting of the Leased Premises.

(d) Landlord may immediately sue to recover from Tenant all damages Landlord may incur by reason of Tenant's default, including the cost of recovering and/or maintaining the Leased Premises, and including the rent reserved and charged in this Lease for the remainder of the stated term as accelerated under Subparagraph (a) of this Paragraph, all of which shall be immediately due and payable along with attorneys' fees and Landlord shall have no obligation to re-let.

19. Late Charge and Interest for Past Due Payments. All installments of Rent payable to Landlord under this Lease if not paid within **five (5)** days after they become due shall be subject to a late charge equal to **ten percent (10%)** of the installment amount. In addition, any payment of Rent or other amount due from Tenant to Landlord which is not paid within five (5) days after they become due under this Lease shall bear interest at the highest rate permitted by law or the rate of eleven percent (11%) per annum, whichever is less, from the date of nonpayment to the date of payment.

20. Legal Expenses. In case suit shall be brought by either party to enforce the provisions of this Lease, the prevailing party in such action shall be entitled to recover all expenses so incurred, including reasonable attorneys' fees.

21. Right of Access. Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Leased Premises at any reasonable (typically 24 hours minimum notice, unless in case of emergency) time in a reasonable manner, for any emergency reason. Landlord shall be permitted to make such repairs, alterations, improvements or additions in the Leased Premises, as Landlord deems required to perform hereunder or for which Tenant has covenanted in this Lease to do but has failed to do, without the same being construed as an eviction of Tenant, in whole or in part, by reason of loss or interruption of the business of Tenant because of the prosecution of such work. Rent due under this Lease shall in no way abate while such repairs, alterations, improvements or additions are being made. However, if such work interrupts the course of Tenants business, and is not due to Tenants inaction, for more than three (3) business days, Tenant's rent owed shall be abated in proportion to the percentage of the Leased Premises unavailable to Tenant.

Landlord shall have the right to enter upon the Leased Premises at any reasonable time during the renewal option period, thirty (30) days prior to the expiration of this Lease, for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers, provided 24 hour advance notice is given to Tenant, or **at any time** while Tenant is in default hereunder. Landlord may also place signs in or upon the Leased Premises to indicate that the same are for rent, which signs shall not be altered, removed, obliterated or hidden by Tenant. Signs indicating the Leased Premises are for sale may be placed on the Leased Premises **at any time**.

22. Surrender of Leased Premises. Tenant covenants and agrees to surrender possession of the Leased Premises to Landlord upon the expiration of the Term of this Lease or any renewals or extensions of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be on the Commencement Date, or as the same may have been put by Landlord or Tenant during the continuance of this Lease and any renewals or extensions thereof, ordinary wear and tear excepted. In addition, Tenant shall remove all of its personal property from the Leased Premises and shall repair any damage to the Leased Premises

caused by such removal. Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Leased Premises after the expiration or termination of this Lease shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, the cost of which shall be paid by Tenant in either event, and Landlord shall not be in any way responsible for such property.

23. Holding Over In the event Tenant shall continue to occupy all or any part of the Leased Premises after the expiration of the Term or renewal term of this Lease with the consent of Landlord, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlord's written consent, Tenant shall pay to Landlord as Base Rent for each month, or part of a month, that Tenant remains in possession of the Leased Premises, two times the monthly rental rate in effect immediately prior to the date of termination, together with any other amounts due as Additional Rent.

24. Assignment and Sublease Tenant shall not mortgage or assign this Lease, or sublease all or any part of the Leased Premises, without the prior written consent of Landlord. Written consent by Landlord may include e-mail. The sale or transfer of a majority of the equity ownership interests in Tenant in a single transaction or as the result of a series of transactions at any time during the term or any renewal Term of this Lease shall constitute an assignment for purposes of this Paragraph. No assignment of this Lease or subletting of the Leased Premises, with or without the consent of Landlord, and no course of dealing or other actions of Landlord after any such assignment or sublease, shall serve to release Tenant from its obligations under this Lease unless such release is expressly set forth in a separate written agreement signed by Landlord. In addition, the granting of consent by Landlord to an assignment or sublease in one case shall not constitute consent to any future assignment or sublease.

25. Subordination This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force, or which shall at any time be placed upon the Leased Premises or the Property or any part thereof, and to each and every advance made pursuant to any such mortgage. Tenant agrees that it will upon demand execute and deliver such instruments as shall be required by any mortgagee or proposed mortgagee, to confirm or to effect more fully such subordination of this Lease to the lien of any such mortgage or mortgages; which shall provide that, so long as Tenant shall not be in default under this Lease, Tenant's possession of the Leased Premises and its rights under this Lease shall not be disturbed by the mortgagee, or by any successor in interest to the mortgagee, by foreclosure, or otherwise, and that neither the mortgagee nor any successor in interest shall have any greater rights with respect to this Lease, or against Tenant, than Landlord has under this Lease. In the event of the failure of Tenant to execute or deliver any such instrument, Tenant hereby irrevocably nominates and appoints Landlord as Tenant's attorney-in-fact for the purpose of executing and delivering any such instrument or instruments of subordination Tenant's refusal to execute or deliver such instrument shall also entitle Landlord, its successors and assigns, to elect that this Lease terminate upon the giving of a written notice as provided for in Paragraph 18(b).

26. Attornment In the event any proceedings are brought for the foreclosure of any mortgage covering the Leased Premises, or in the event of the conveyance by deed in lieu of foreclosure, or in the event of exercise of the power of sale under any such mortgage, or in the

event of the sale or transfer of the Leased Premises by Landlord, Tenant shall attorn to the new owner and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease; provided that so long as Tenant shall not be in default under this Lease, Tenant's possession of the Leased Premises and its rights under this Lease shall not be disturbed by such successor.

27. Sale or Transfer by Landlord. If Landlord shall sell or transfer the Leased Premises, and the purchaser or transferee thereof assumes the obligations of Landlord hereunder, including any security deposit, Landlord shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer.

28. Quiet Enjoyment. On paying the Rent and on performing all of the covenants and agreements on its part to be performed under the provisions of this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the Term, and for any properly exercised renewal term, of this Lease.

29. Notices. All notices required under any provision of this Lease shall be deemed to be properly served if delivered in writing personally, sent by e-mail or sent by registered or certified mail to each party at their address as stated above or at such other address as each party shall designate in writing delivered to the other party; provided, however, that after the Commencement Date, Tenant's address for purposes of notice under this Lease shall be the Leased Premises with copies to the addresses below, unless Tenant otherwise directs by notice to Landlord. All mailed notices shall be effective upon mailing.

Tenant notice address:

30. Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition of this Lease constitute a waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

31. Unenforceability. In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

32. Captions. All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

33. Governing Law. This Lease shall be governed by the laws of the State of Michigan.

34. Additional Covenants of Tenant. Tenant shall not perform or permit any of the following acts to be performed by Tenant or its agents, employees, or invitees without the written consent of the Landlord:

(a) Occupy the Leased Premises in any other manner or for any other purpose than as set forth in this Lease.

(b) Use the Leased Premises or the Property or operate any machinery on the Leased Premises or the Property that, in Landlord's reasonable opinion, is harmful to the Property or the reputation thereof, is disturbing to tenants occupying other parts thereof, or may raise the cost of insurance with respect to the Property.

(c) Place any signaling, telegraphic, telephonic or other wires and instruments in the Leased Premises unless directed by Landlord as to where and how the same are to be placed, and, without such direction, no placement of any such apparatus shall be permitted; provided, however, Tenant shall be permitted to install standard telephone and computer lines at Tenant's expense within the Leased Premises.

(d) Use or allow to be used on the Leased Premises any article or substance having an offensive odor, such as, but not limited to ether, naphtha, phosphorus, benzol, gasoline, benzene, petroleum or any product thereof, crude or refined earth or coal oils, flashlight powder, or other explosives, kerosene, camphene, burning fluid or any dangerous, explosive or rapidly burning matter or material of any kind. Tenant shall install venting equipment that adequately removes odors normally associated with Tenant's proposed use.

(e) Use electricity in the Leased Premises in excess of the capacity of any of the electrical conductors and equipment in or otherwise serving the Leased Premises, nor connect any additional fixtures, appliances or equipment other than lamps, standard office equipment, PC type desktop computers and similar small offices machines to the Building electric distribution system or make any alteration of addition to the electric system of the Leased Premises.

(f) Tenant shall not, and shall not allow any other person to, smoke cigarettes, cigars, pipes or any other products or substances of any kind, including electronic cigarettes, cigars, vapes, or any other similar items inside the Leased Premises. Tenant shall not, and shall not allow any other person to, unlawfully manufacture, deliver, possess with intent to deliver, or possess a controlled substance, as defined by federal law, on the Leased Premises. Tenant shall not allow any open flames or the burning of sage, incense or any other substances.

35. **Signs.** Any signs placed by Tenant shall conform to the same style, type, size and quality of other signs in or on the Property and shall be subject to the prior written approval of Landlord. All signs approved by Landlord shall be professionally erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes and regulations. In addition, all such inserts shall be removed by Tenant upon the expiration or earlier termination of this Lease and all damages repaired at Tenant's cost and expense.

36. **Security Deposit.** Upon execution of this Lease, Tenant shall pay Landlord a security deposit in the amount of _____ Dollars (\$_____). Tenant has paid Landlord _____ Dollars (\$_____) as security for the faithful performance by Tenant of all its obligations under this Lease Agreement, Landlord shall retain Tenant's security deposit to be applied toward, at Landlord's discretion, any breach under this Lease Agreement. The security deposit shall not bear interest for the Tenant and Landlord shall have the right to retain any interest earned. If the premises are sold, the Landlord reserves the right to transfer the Tenant's security deposit to the purchaser and Landlord shall be released from all liabilities for its return. If due to Tenant's breach of this Lease Agreement Landlord withdraws all or any portion of the security deposit during the Term of this Lease or any renewal term thereof, Tenant shall replenish the amount withdrawn by Landlord within five (5) days after receipt by Tenant of Landlord's written demand requiring such replenishment. Tenant's failure to so replenish shall constitute a default under this Lease.

37. **Additional Rights Reserved to Landlord.** Landlord shall have the right to make such reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Leased Premises, the Building, Common Areas or the Property and for the preservation of good order therein.

38. **Entire Agreement Amendment.** This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. There are no other agreements, verbal or in writing, that supersede this Lease Agreement. This Lease may be amended only by a written agreement signed by both Landlord and Tenant.

39. **Estoppel Certificates.** Upon or after execution of this Lease, within ten (10) days after receipt of Landlord's request, Tenant shall execute and deliver to Landlord a statement in writing, certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect), the day to which the rent or other charges have been paid by Tenant in advance, if any, and stating that there is not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. In the event of the failure of Tenant to execute or deliver any such certificate, Tenant hereby irrevocably nominates and appoints Landlord as Tenant's attorney-in-fact for the purpose of executing and delivering any such certificate. Tenant's refusal to execute or deliver such certificate shall also entitle Landlord, its successors and assigns, to elect that this Lease terminate upon the giving of a written notice as provided for in Paragraph 18(b).

40. **Fixtures and Equipment.** All fixtures and equipment paid for by the Landlord and all fixtures which may be paid for and placed on the Leased Premises by Tenant from time to time but which are so incorporated and affixed to the Leased Premises that the

removal would involve damage or structural change to the Leased Premises, will be and remain the property of Landlord, unless Landlord requires that the fixtures and equipment be removed and the Leased Premises restored by Tenant. All other furnishings, equipment, and fixtures which are paid for and placed on the Leased Premises by Tenant, from time to time (other than those which are replacements for fixtures originally paid for by the Landlord) will remain the property of the Tenant.

41. Abandonment. If tenant vacates the Leased Premises for more than twenty-one (21) days, any personal property or fixtures remaining shall be deemed abandoned and Landlord may keep, dispose of, or otherwise take possession of such items in Landlord's sole discretion.

42. Limitation of Liability. If Landlord is in default of this Lease, and as a consequence Tenant recovers a money judgment against Landlord, Landlord shall not be personally obligated therefore and the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the right, title and interest of Landlord in the Leased Premises, the income therefrom or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises.

Binding Effect; Time of the Essence. All provisions of this Lease Agreement are and will be binding on the successors and assigns of Landlord and Tenant. Time is of the essence as to each and every timing provision contained herein.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease effective as of the date first set forth above.

LANDLORD:
West Huron Properties, LLC

Date: _____

By: Cathy Kimmell
Its: Property Administrator

TENANT:

Date: _____

By:
Its:

UNCONDITIONAL GUARANTEE

_____ fully and unconditionally guarantees all of Lessee's obligations under this Lease and expressly acknowledges the validity of the Lease and this Guarantee shall remain and continue in full force and effect as to any renewal, modification, or extension of the Lease, except as provided herein or otherwise consented to in writing by Landlord.

Date: _____

(Printed Name)

ATTACH PROPERTY LAYOUT IN PLACE OF THIS PAGE

SAMPLE