

LEASE [Office]

THIS LEASE (this "Lease") is made as of the _____ day of _____, 2015, by and between [_____] a [_____] ("Landlord"), having an address of [_____] and [_____] a [_____] ("Tenant"), having an address of [_____].

WITNESSETH:

1. **LANDLORD'S PREMISES AND LEASED PREMISES.**

(a) Landlord is the owner of a parcel of land located in the City of Detroit, Wayne County, Michigan, which is more particularly described in **Exhibit A** attached hereto (the "Land"). There exists upon the Land a building containing approximately [_____] rentable square feet of floor area (the "Building"). The Land, the Building and other improvements on the Land are sometimes referred to herein collectively as the "Landlord's Premises," which Landlord's Premises is commonly known as [_____]. A floor plan of the Building (the "Building Floor Plan") is attached hereto as **Exhibit B**.

(b) Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant certain space located in the Building and containing approximately [_____] rentable square feet of floor area as shown on the Building Floor Plan (the "Leased Premises"), together with the non-exclusive right to use the Common Areas (as hereinafter defined). For purposes of this Lease, the term "Common Areas" shall mean all improvements within the Landlord's Premises that may be furnished and designated by Landlord for the general use in common with all of the tenants and occupants of the Building, including, but not limited to, parking areas, drive approaches, drive aisles, loading and delivery areas, landscaped and planting areas, including sprinkling systems, public entranceways, interior and exterior walkways and ramps, hallways, corridors, common lighting facilities and common utility systems.

(c) Landlord shall have the right at any time to change the arrangement and location of the Common Areas and Landlord hereby reserves the right at any time to make alterations or additions to and to build additional stories on the Building or any other structure on the Land. Landlord also reserves the right to construct other structures or improvements adjoining or in the vicinity of the structures on the Land, to make additions thereto and to build additional stories on any such structure. Landlord further reserves the exclusive right to the roof of the Building and all other structures located on the Land. Notwithstanding the foregoing, Landlord shall not reduce the number of parking spaces currently located on the Land below the minimum number of parking spaces permitted by the governmental authority having jurisdiction thereover. Tenant acknowledges and agrees that Landlord shall have the right to make reasonable rules and regulations governing the use of the Building, including the rules and regulations set forth in **Exhibit C** attached hereto and Tenant shall be governed thereby.

(d) Tenant accepts the Leased Premises in its "as is" condition as of the date of this Lease (the "Commencement Date"), with all faults and defects, latent or patent. Tenant acknowledges and agrees that: (i) Landlord shall not have any obligation whatsoever to make

any improvements in or to the Leased Premises; (ii) Landlord has not made and does not make any representation or warranty relating to the environmental or physical condition of the Leased Premises, or regarding whether the Leased Premises is suitable for the operation of Tenant's business or relating to any other matter or thing affecting or concerning the Leased Premises; and (iii) no other representations or warranties have been made or implied and Tenant is not relying upon any statement or representation made by Landlord that is not embodied in this Lease.

2. **TERM.** The term of this Lease (the "Term") and Tenant's obligation to pay Base Rent (as hereinafter defined) and perform Tenant's other obligations hereunder shall commence on the Commencement Date. The Term shall be for a period of [_____] full calendar months plus the number of days, if any, occurring prior to the first full calendar month of the Initial Term of this Lease in the event the Commencement Date shall occur on a day other than the first day of a calendar month.

3. **RENT.**

(a) Subject to this Section 3(a) and Section 3(d) hereof, Tenant covenants to pay to Landlord as base rent ("Base Rent") for the Leased Premises during each Lease Year (as hereinafter defined) of the Term of this Lease, the annual sums set forth below, which shall be payable in equal consecutive monthly installments, in the amounts set forth below. The Base Rent shall be paid, in advance, on the first day of each calendar month during the Term hereof at the office of Landlord, or at such other place as Landlord may designate, in writing, without any prior demand therefor and without any deductions or set off whatsoever. If the Term of this Lease begins on a day other than the first day of a month or ends on a day other than the last day of a month, the Base Rent for any such month shall be prorated based on the number of days in such month that fall within the Initial Term of this Lease.

Lease Year	\$/S.F.	Annual Base Rent	Monthly Base Rent
1	[_____]	[_____]	[_____]
2	[_____]	[_____]	[_____]
3	[_____]	[_____]	[_____]
4	[_____]	[_____]	[_____]
5	[_____]	[_____]	[_____]

(b) The term "Lease Year" as used herein shall be defined to mean a period of twelve (12) consecutive calendar months. The first Lease Year shall begin on the first (1st) day of the first (1st) full calendar month following the Commencement Date. Each succeeding Lease Year shall commence on the anniversary date of the first (1st) Lease Year.

(c) In addition to the Base Rent provided for in this Section 3, Tenant shall pay as additional rent, such other amounts as and when hereinafter provided in this Lease, including, but not limited to, such amounts set forth in Sections 3(d), 5, 6, 12 and 22 hereof. All rent due under this Lease shall be payable to Landlord, without notice or demand and without any deduction or set off whatsoever.

(d) Landlord's rights and remedies pursuant to this Section 3 shall be in addition to any and all other rights and remedies provided under this Lease or at law. In the event any sums required hereunder to be paid are not received when due, then, for each and every such payment,

Tenant shall immediately pay, as additional rent, a late payment service charge equal to three percent (3%) of the amount due. In the event of Tenant's failure to pay the foregoing service charge, Landlord may deduct such charge from the security deposit set forth in Section 35 hereof. The provisions of this Section 3(d) shall not be construed to extend the date for payment of any sums required to be paid by Tenant under this Lease or relieve Tenant of any obligation to pay all such sums at the time or times herein stipulated, and neither the demand for, nor collection by Landlord of late payment service charges pursuant to this Section 3(d), shall be construed as a cure of any default in payment by Tenant. It is agreed that said service charge is a fair and reasonable charge under the circumstances and shall not be construed as interest on a debt payment. In addition, any amount due from Tenant to Landlord under this Lease that is not paid when due (including, without limitation, amounts due as reimbursement to Landlord for the cost and expense incurred by Landlord in performing the obligations of Tenant hereunder upon Tenant's failure to so perform) shall bear interest at the so-called "prime rate" published in *The Wall Street Journal*, as the same may change from time to time, plus three percent (3%) per annum, not to exceed the highest interest rate then allowed under the usury laws of the State of Michigan from the date due until paid, unless otherwise specifically provided herein, but the payment of such interest shall not excuse or cure any defaults by Tenant under this Lease. In the event any charge imposed under this or any other Section of this Lease is either stated to be or construed as interest, then no such interest charge shall be calculated at a rate that is higher than the maximum rate that is allowed under the usury laws of the State of Michigan, which maximum rate of interest shall be substituted for the rate in excess thereof, if any, computed pursuant to this Lease. In the event any check received by Landlord from Tenant for payment of any amounts payable by Tenant under this Lease is returned by Tenant's bank, Tenant shall pay Landlord, as additional rent, a service charge equal to One Hundred and 00/100 Dollars (\$100.00) for each such check upon receipt of an invoice therefor.

4. **USE AND OCCUPANCY.** During the Term of this Lease, the Leased Premises shall be used and occupied for general office purposes and for no other purpose whatsoever without the prior consent of Landlord. Tenant shall not use the Leased Premises for any purpose in violation of any law, municipal ordinance or regulation, nor shall Tenant perform any acts or carry on any practices that may injure the Leased Premises or the Building, or any of the Common Areas, or be a nuisance, disturbance or menace to the other tenants and occupants of the Building. Tenant, at Tenant's sole cost and expense, shall comply with all applicable laws, rules, regulations, orders and any directive of any governmental authority having jurisdiction thereover that shall impose any duty upon Tenant or Landlord with respect to the Leased Premises or the use or occupancy thereof by Tenant.

5. **PROPERTY EXPENSES.** For purposes of this Lease, the term "Property Expenses" shall include (a) real property taxes and assessments paid by Landlord, water and sewer charges and assessments, and any other governmental impositions levied with respect to the Landlord's Premises; (b) premiums related to any insurance coverage maintained by Landlord covering the Landlord's Premises; and (c) operating expenses of the Landlord's Premises for labor, material and utility costs for servicing and maintaining the Landlord's Premises. The following will be excluded from the term "Property Expenses" and Tenant shall pay no share thereof: (i) capital expenditures, including, without limitation, capital expenses incurred in connection with the replacement of the Building systems or improvements to the Building or other site improvements; (ii) amounts received from proceeds of insurance or condemnation; (iii) costs arising from or in connection with the presence of hazardous materials

in or about the Building or the Landlord's Premises not attributable to Tenant; (iv) legal fees, advertising and promotional expenses; and (v) costs incurred due to the violation of tenant leases by Landlord or due to the negligence or willful misconduct of Landlord.

In the event the amount of Property Expenses attributable to the Term of this Lease shall exceed in any Lease Year the amount of such Property Expenses paid by Landlord during the calendar year of 20___, Tenant shall pay Landlord, as additional rent hereunder, a prorated share of such excess Property Expenses in the ratio that the rentable square foot area of the Leased Premises ([_____] square feet) bears to the rentable square foot area of the Building ([_____] square feet), which ratio equals [_____] percent ("Tenant's Proportionate Share"). Upon written request from Tenant, Landlord shall deliver to Tenant reasonable backup documentation with respect to expenses in 20___ and each succeeding year of the Term hereof. Any dispute of the expenses shall be made within the later of: (a) the first sixty (60) days of the subsequent calendar year or (b) sixty (60) days after Tenant has received expense documentation, and thereafter no longer subject to review or audit.

Tenant's Proportionate Share of excess Property Expenses for any Lease Year shall be paid in twelve (12) equal monthly installments simultaneously with Tenant's monthly installments of Base Rent in the next succeeding Lease Year. The monthly installments will be based on the prior calendar year's Property Expenses and shall be adjusted within the first sixty (60) days of the subsequent calendar year.

6. **UTILITIES AND SERVICES.**

(a) Landlord agrees to furnish or cause to be furnished to the Leased Premises heat, electricity, air conditioning and hot and cold water, subject to the conditions and in accordance with the standards set forth in this Section 6.

(b) Tenant shall be responsible to pay Landlord for all utilities furnished by Landlord to the Leased Premises. In the event that any utilities are not separately metered, the amount Tenant shall pay for such utilities shall be payable as a Property Expense in accordance with Section 5 hereof.

(c) Tenant agrees to cooperate fully, at all times, with Landlord and to abide by all of the regulations and requirements that Landlord may reasonably prescribe for the use of the above utility services. Tenant's use of electricity shall at no time exceed the capacity of the service to the Building or the electrical risers and wiring installation contained in the Building. Tenant shall not install, use or permit the installation or use of any computer, electronic data processing equipment or any other similar equipment or any other equipment used in the conduct of Tenant's business (other than standard office equipment) without the prior written consent of Landlord.

(d) Landlord shall not be liable for, and Tenant shall not be entitled to any abatement or reduction of rent by reason of Landlord's failure to furnish any of the foregoing utility services when such failure is caused by accident, breakage, repairs, riots, strikes, lockouts or other labor disturbance or labor dispute of any character, governmental regulation, moratorium or other governmental action, inability by exercise of reasonable due diligence to obtain electricity, water or fuel, or by any other cause beyond Landlord's immediate and reasonable control or for stoppages or interruptions of any such services for the purpose of making necessary repairs or improvements. Failure, stoppage or interruption of any such service shall not be construed as an

actual or constructive eviction or as a partial eviction against Tenant or a release of Tenant from the prompt and punctual performance by Tenant of all of Tenant's covenants contained herein. Notwithstanding anything to the contrary contained herein, Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the above standards for utilities and services.

(e) Notwithstanding anything to the contrary contained herein, Landlord and Tenant agree that Landlord's obligation to furnish heat, electricity, air conditioning and hot and cold water to the Leased Premises shall be subject to and limited by all laws, rules and regulations of any governmental authority affecting the supply, distribution, availability, conservation or consumption of energy, including, but not limited to, heat, electricity, gas, oil or water. Landlord shall abide by all such governmental laws, rules and regulations and, in so doing, Landlord shall not be in default in any manner whatsoever under the terms of this Lease, and Landlord's compliance therewith shall not affect in any manner whatsoever Tenant's obligation to pay the full rental set forth in this Lease.

7. **INSURANCE AND INDEMNITY.**

(a) Tenant hereby agrees to indemnify and hold Landlord harmless from any and all liabilities, damages, claims, penalties, fines, losses, or expenses, including any court costs and attorneys' fees, incurred by or asserted against Landlord that arise out of or relate in any manner whatsoever to: (i) any personal injury or death or damage to property resulting from an event occurring in or upon the Leased Premises during the Term, other than the act or omission of Landlord, its agents, employees or contractors; (ii) Tenant's use or occupancy of the Leased Premises during the Term; (iii) any act or omission of Tenant or any of Tenant's subtenants or any of the agents, contractors, employees or invitees of Tenant or any of Tenant's subtenants during the Term; or (iv) the failure of Tenant to perform or observe any of Tenant's obligations or covenants under this Lease.

(b) Tenant shall procure and maintain during the Term, at Tenant's own expense, (i) commercial general liability insurance with limits of not less than \$1,000,000 for damages resulting from one occurrence and \$2,000,000 for property damages occurring in, on or about the Leased Premises, and including coverage for Tenant's liability under Section 7(a) above, which limits may be increased by Landlord from time to time to conform to the minimum amounts of liability insurance being required by sophisticated landlords for leases of property being used for purposes the same as or similar to Tenant's use of the Leased Premises; (ii) special form property and casualty insurance, including theft, vandalism and malicious mischief, written at full replacement cost value and with full replacement cost endorsement, covering the Leased Premises, all of Tenant's personal property in the Leased Premises (including, without limitation, all inventory, trade fixtures, floor coverings, furniture and other personal property) and all alterations and improvements made to the Leased Premises by Tenant; (iii) during the period of any construction or renovation or alteration of the Leased Premises, special form builder's risk insurance in an amount equal to the contemplated cost of such construction, renovation or alteration; (iv) loss of rents insurance covering rent under this Lease for a period of at least twelve (12) months; and (v) such other insurance as may be required by Landlord's mortgagee.

(c) Landlord shall procure and maintain during the Term (i) special form property and casualty insurance, including theft, vandalism and malicious mischief, written at full

replacement cost value and with full replacement cost endorsement, covering the Building, and (ii) if applicable, comprehensive boiler and machinery equipment insurance, including electrical apparatus, at full replacement cost.

(d) All insurance required to be maintained by Tenant pursuant to this Lease shall, except for the insurance required by Section 7(b)(ii) above, name Landlord and Landlord's mortgagee, if any, as additional insureds, provide for coverage on an "occurrence" basis, and contain an agreement by the insurer that such policy shall not be canceled or materially changed without at least thirty (30) days' prior written notice to Landlord. In addition, the insurance required to be maintained pursuant to (i) Section 7(b)(ii) above with respect to the Leased Premises and (ii) Section 7(b)(iii) above shall identify Landlord's mortgagee, if any, under the standard mortgagee clause (non-contributory) endorsement. All insurance required to be maintained by Tenant shall be subject to deductibles satisfactory to Landlord and shall otherwise be in form and substance satisfactory to Landlord. Tenant shall keep all such insurance in force during the Term and shall deliver the policies or copies thereof to Landlord and renewals thereof as required shall be delivered to Landlord at least thirty (30) days prior to the expiration of such insurance.

(e) Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty as shall be insurable against under present or future forms of special form coverage policies that are standard for use in the State of Michigan.

8. **MAINTENANCE AND REPAIR.** Landlord shall maintain and keep in good condition and repair, including making all necessary repairs and replacements to, the Building and the Common Areas, and Landlord shall also make all repairs to the Leased Premises that are structural in nature or required due to fire, casualty or acts of God subject to Section 10 hereof; provided, however, that Tenant shall make all repairs and replacements arising out of the negligence or willful misconduct of Tenant or Tenant's agents, contractors or employees. Except as provided above, Tenant shall keep the Leased Premises in good condition and repair and Tenant shall, upon the expiration or earlier termination of this Lease, yield and deliver up the Leased Premises in like condition as when taken, reasonable use and wear thereof and repairs required to be made by Landlord excepted. From and after the Commencement Date, any repairs, additions or alterations to the Leased Premises that are required by OSHA or MIOSHA shall be promptly made by Tenant, at Tenant's sole cost and expense if, or to the extent that, such repairs, additions or alterations are all required only with respect to the Leased Premises. Landlord and Tenant shall each comply with all applicable laws relating to their respective repair obligations hereunder. During the Term hereof, Landlord shall be responsible for making any alterations or improvements to the Leased Premises that are required to be made pursuant to any applicable laws; provided, however, if any such alterations or improvements are necessitated because of any alterations and improvements made or proposed to be made by Tenant to the Leased Premises or because of Tenant's particular use of the Leased Premises, then such responsibility, including the cost thereof, shall be borne by Tenant.

In the event that Landlord shall reasonably deem it necessary or be required by any governmental authority to repair, alter or remove, reconstruct or improve any part of the Leased Premises or the Building (unless the same results from the negligence, willful misconduct or mode of operation of Tenant or Tenant's agents, contractors or employees, in which event Tenant

shall make all such repairs, alterations and improvements), then the same shall be made by Landlord with reasonable dispatch, and should the making of such repairs, alterations and improvements cause any interference with Tenant's use of the Leased Premises, such interference shall not relieve Tenant from the performance of any of Tenant's obligations hereunder, nor shall such interference be deemed an actual or constructive eviction or partial eviction from the Leased Premises or result in an abatement of Tenant's rent provided that Landlord shall use reasonable efforts to perform any such repairs, alterations or improvements in a manner that will minimize such interference. Notwithstanding the foregoing, Tenant shall, at Tenant's sole cost and expense, make all repairs and provide all maintenance in connection with any alterations, additions or improvements made by Tenant to the Leased Premises pursuant to Section 9 hereof.

9. **ADDITIONS, IMPROVEMENTS AND ALTERATIONS.** Except as described in more detail in Exhibit D, Tenant shall not make any alterations, additions or improvements to the Leased Premises without Landlord's prior written consent. The costs and responsibility for such initial improvements and alterations to the Leased Premises shall be mutually agreed upon and set forth in more detail in Exhibit D. All alterations, additions or improvements made by either party hereto to the Leased Premises, except movable office furniture and moveable equipment installed at Tenant's expense, shall become the property of Landlord and remain upon and be surrendered with the Leased Premises at the expiration of the Term hereof; provided, however, that Landlord may, at the time Landlord consents to any such proposed alteration, addition or improvement to be made or caused to be made by Tenant, require Tenant to remove any or all such additions, alterations or improvements made by Tenant or caused by Tenant to be made to the Leased Premises within thirty (30) days following the expiration or earlier termination of this Lease and to repair any damage caused by such removal, and provided further, that if Tenant has not removed Tenant's property and equipment within thirty (30) days following the expiration or earlier termination of this Lease, Landlord may elect to retain the same as abandoned property. Tenant shall only use contractors reasonably approved by Landlord for the permitted alterations and improvements to the Leased Premises, if any. Landlord shall not have any obligation, and Landlord has made no promise, to alter, remodel, improve, repair, decorate or paint the Leased Premises or any part thereof. Any improvements constructed by Tenant pursuant to this Section 9 shall be performed in a good workmanlike manner with new and proper materials and the Leased Premises shall be left at the completion of such work in a safe, clean, tenantable condition and in good order and repair. Any such improvements shall be performed in conformity with and pursuant to all applicable requirements of law and of duly constituted governmental authority.

10. **FIRE OR OTHER CASUALTY.** In the event that any material portion of the Building or the Leased Premises shall be damaged by fire or other casualty during the Term so as to render the Building or the Leased Premises or any portion thereof untenable, and either the Leased Premises or the Building cannot reasonably be restored to substantially the same condition as existed immediately prior to such casualty within one hundred fifty (150) days after such damage, this Lease may be terminated by Landlord or Tenant, by giving written notice thereof to the other party within thirty (30) days after the expiration of said one hundred fifty (150) day period, otherwise this Lease shall continue in force unless so terminated. If, in the sole judgment of Landlord, such damage can be repaired within one hundred fifty (150) days after the date of such damage, Landlord may enter and make whatever repairs it deems necessary without affecting this Lease, but the rent payment hereunder shall abate in such proportion as the part of the Leased Premises that has been destroyed or rendered untenable bears to the total Leased

Premises while such repairs are being made. If the Leased Premises shall suffer only minimal damage as a result of such fire or other casualty so as not be rendered untenable, Landlord shall make the repairs it deems necessary with reasonable dispatch and the payment of rent shall not be affected thereby. Tenant shall, at Tenant's sole cost and expense, remove such of Tenant's furniture and furnishings, equipment and other personal property from the Leased Premises as Landlord shall require in order to repair and restore the Leased Premises. Landlord shall be the sole judge as to whether such damage or destruction has caused the Building or the Leased Premises to be untenable or whether the same cannot be rendered tenantable within one hundred fifty (150) days from the date of such occurrence.

In the event the Building is damaged or destroyed to the extent that Landlord, in its sole judgment, deems it inadvisable to repair or rebuild the Building, Landlord shall have the right to terminate this Lease upon written notice to Tenant, which notice shall be given within sixty (60) days following the date of such damage or destruction, and any rent paid for any periods of time subsequent to the date of such damage or destruction shall be refunded to Tenant and the parties hereto shall be released from all of their respective obligations hereunder accruing subsequent to the date of such termination.

If the Leased Premises are repaired by Landlord pursuant to the terms of this Section 10, Landlord shall repair, as it deems necessary, any damage to the Building or the Leased Premises to a tenantable condition and otherwise to a condition substantially equal to the condition of the Leased Premises and the Building immediately prior to such damage or destruction; provided, however, in no event shall Landlord be required to incur any cost in excess of the proceeds of insurance that it recovers under its policy or policies of fire insurance and Landlord shall not be required to expend any of its own funds in connection with the repair and restoration of the Building or the Leased Premises. In the event Tenant shall make any alterations, additions or improvements to the Leased Premises during the Term hereof, then in such event Tenant shall pay all costs associated with the repair and restoration of any of such Tenant alterations, additions or improvements that may be damaged or destroyed by such fire or other casualty.

11. **CONDEMNATION AND EMINENT DOMAIN.** If the whole or any substantial part of the Leased Premises or the Building shall be taken by any public authority under the power of eminent domain, then the Term of this Lease shall cease on the part so taken on the date possession of that part shall be required for public use, and any rent paid in advance of such date shall be refunded to Tenant, and Landlord and Tenant shall each have the right to terminate this Lease upon written notice to the other party, which notice shall be delivered to the recipient party within thirty (30) days following the date notice is received of such taking. In the event that neither party hereto shall terminate this Lease, Landlord shall make all necessary repairs to the Leased Premises and the Building to render and restore the same to a complete architectural unit and Tenant shall continue in possession of the portion of the Leased Premises not taken under the power of eminent domain under the same terms and conditions as are herein provided, except that the rent reserved herein shall be reduced in direct proportion to the amount of the Leased Premises so taken. All damages awarded for any taking shall belong to and be the property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises; provided, however, Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures, or moving expenses or loss of business.

12. **ASSIGNMENT AND SUBLETTING.**

(a) Tenant shall not assign or transfer this Lease or hypothecate or mortgage the same or sublet the Leased Premises or any part thereof without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer (including transfers by operation of law or otherwise), hypothecation, mortgage or subletting without such written consent shall constitute a default hereunder and Landlord shall have the right to terminate this Lease and to re-enter and repossess the Leased Premises and to pursue any other remedies herein provided. The sale, issuance or transfer of any voting stock of Tenant or any voting stock of any corporate entity that directly or indirectly controls Tenant or any interest in any non-corporate entity that directly or indirectly controls Tenant that results in a change of the direct or indirect voting control of Tenant shall be deemed to be a prohibited assignment of this Lease within the meaning of this Section 12. If Tenant is a limited liability company, partnership, trust or an incorporated association, then the sale, issuance or transfer of a controlling interest therein, or the transfer of a majority interest in or change in the voting control of any limited liability company, partnership, trust, unincorporated association or corporation that directly or indirectly controls Tenant, or the transfer of any portion of the manager of any limited liability company, the general partner of a limited partnership, managing general partner of a general partnership or any other managing interest in Tenant or any such entity, shall be deemed to be a prohibitive assignment of this Lease within the meaning of this Section 12. Notwithstanding anything to the contrary contained in this Section 12, and without limiting Landlord's right to consent, Landlord shall not be deemed to have unreasonably withheld its consent to a proposed assignment or subletting if Landlord rejects a proposed assignment of this Lease or a sublease of the Leased Premises because the proposed assignee or subtenant intends to use the Leased Premises for a purpose that conflicts with the use of any existing tenant in the Building.

(b) If Tenant desires at any time to assign this Lease or to sublet the Leased Premises, or any portion thereof, Tenant shall first give Landlord written notice thereof at least forty-five (45) days prior to the proposed assignment or subletting, such notice containing (i) the name and nature of the business of the proposed subtenant or assignee; (ii) the terms and provisions of the proposed sublease or assignment; and (iii) such financial information as Landlord may reasonably request concerning the proposed assignee or subtenant. Tenant shall also provide Landlord with any additional information regarding the proposed assignee or subtenant that Landlord shall reasonably request in order for Landlord to consider and evaluate the proposed assignee or subtenant. In addition and at the time Tenant gives Landlord the aforesaid written notice, Tenant shall pay Landlord a sum equal to Five Hundred and 00/100 Dollars (\$500.00) to cover Landlord's administrative costs in connection with the consideration of the proposed assignment or subletting.

(c) No consent by Landlord to any assignment or sublease by Tenant shall relieve Tenant of any obligation to be performed by Tenant under this Lease, whether arising before or after the assignment or sublease. The consent by Landlord to any assignment or sublease shall not relieve Tenant from the obligation to obtain Landlord's prior written consent to any subsequent proposed assignment or sublease. Any assignment or sublease that is not in compliance with this Section 12 shall be void and, at the option of Landlord, shall constitute a default by Tenant under this Lease. The acceptance of rent by Landlord from a proposed assignee or subtenant shall not be deemed a waiver of any provision of this Lease, nor shall it be deemed a consent, nor shall it constitute a release of Tenant from any obligation under this Lease.

(d) Tenant's remedies against Landlord for a violation of this Section 12 shall be limited to a declaratory judgment and the issuance of an injunction for the relief sought, provided in no event shall Tenant be entitled to any money damages.

(e) With respect to any subletting permitted hereunder, Tenant agrees that the sublease shall be subject and subordinate to the terms hereof and shall provide that if this Lease is terminated, then the subtenant, at the request of Landlord, shall attorn to Landlord and the sublease shall continue in effect with Landlord as if it were a direct lease between Landlord and the subtenant.

(f) An assignee of this Lease shall assume all of the obligations of Tenant under this Lease arising subsequent to the effective date of such assignment and shall be and remain liable, jointly and severally, with Tenant for the payment of the rent and the other charges hereunder, and for the performance of all terms, covenants, conditions and agreements herein contained on Tenant's part to be performed during the Term of this Lease arising subsequent to the effective date of such assignment. No assignment shall be binding on Landlord unless such assignee and Tenant shall execute and deliver to Landlord an instrument, in recordable form and reasonably acceptable to Landlord, containing the assignee's covenant to assume Tenant's obligations hereunder in a manner consistent with the requirements of this Section 12, provided the failure or refusal of the assignee to execute such instrument of assumption shall not release or discharge the assignee from its liability as set forth above.

13. **SIGNAGE.** All signs and advertising displays in and about the Leased Premises shall be such only as advertise the business carried on within the Leased Premises. Landlord shall control the character and size of all signs and advertising displays and no such sign or advertising display shall be installed in or about the Leased Premises except as may be approved in writing by Landlord prior to installation. No awnings shall be installed or used on the exterior of the Building unless approved in writing by Landlord prior to installation. Tenant shall have non-exclusive signage rights on the exterior of the Building, subject to Landlord's prior written approval. Such exterior signage shall be consistent with the architectural and historical nature of the Building and shall conform with all applicable City of Detroit ordinances. The cost of installation of the exterior signage and any necessary permits shall be borne by Tenant. Tenant shall also have non-exclusive signage rights in the directory located in the lobby of the Building, if any, at no cost to Tenant. Such signage shall be limited to Tenant's business name and shall not include any individual names.

14. **CONSTRUCTION LIENS.** Tenant shall keep the Leased Premises and the Building free from any construction liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. In the event that a construction lien is placed on the Leased Premises or the Landlord's Premises arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant, then, in such event, Tenant, at Tenant's sole cost, shall remove such construction lien within fifteen (15) days following the recording or filing of such lien. Tenant's failure to do so shall constitute an event of default hereunder giving Landlord the right to terminate this Lease. In addition, Tenant shall indemnify and hold Landlord harmless from any cost or expense whatsoever, including reasonable attorneys' fees, arising out of Tenant permitting a construction lien to be placed on the Leased Premises or the Landlord's Premises.

15. **RULES AND REGULATIONS.** The rules and regulations set forth in **Exhibit C** attached hereto together with such other reasonable rules and regulations as Landlord shall make from time to time that are of uniform applicability to all tenants of the Building and of which Tenant shall have received notice, shall be binding upon Tenant and are hereby made a part of this Lease.

16. **QUIET ENJOYMENT.** Landlord warrants that Tenant, upon paying the rents and other charges herein provided, and performing each and every covenant hereof, shall hold, occupy and enjoy the Leased Premises throughout the Term hereof peacefully and quietly, free from molestation or hindrance by any person holding under or through Landlord.

17. **SUBORDINATION.** Upon written request for notice by Landlord or any person, firm or corporation intending to become a mortgagee of the Landlord's Premises, Tenant agrees to subordinate Tenant's rights under this Lease to the lien or liens of any mortgage that hereafter may be placed upon the Landlord's Premises, or any part thereof, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in such mortgage shall agree to recognize this Lease in the event of foreclosure if Tenant is not in default beyond any applicable cure period. Tenant also agrees that any such mortgagee may elect to have this Lease become prior to the lien of its mortgage, and in the event of such election and upon notification by such mortgagee to Tenant to that effect, this Lease shall be deemed prior to such mortgage, whether this Lease is dated prior to or subsequent to the date of such mortgage. Tenant agrees that, upon the request of Landlord or any mortgagee, Tenant shall execute and deliver an instrument, in form substance reasonably acceptable to Landlord and the mortgagee, that may be required for the foregoing purposes and to carry out the intent of this Section 17. Tenant shall, in the event that the sale or assignment of Landlord's interest in the Landlord's Premises, or any part thereof, or in the event that any proceedings are commenced to foreclose the Landlord's Premises, or in the event of the exercise of the power of sale under any mortgage covering the Landlord's Premises, or any part thereof, attorn to and recognize such mortgagee or purchaser under this Lease.

18. **ESTOPPEL CERTIFICATES.** Tenant shall at any time and from time to time, upon not less than ten (10) days' prior written notice by Landlord execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid, and stating whether, to Tenant's actual knowledge, Landlord is in default hereunder, and if so, specifying each such default of which Tenant may have knowledge. Any such statement delivered pursuant to this Section 18 may be relied upon by any prospective purchaser, mortgagee or ground lessor of the Landlord's Premises.

19. **NON-LIABILITY.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons (other than Landlord) occupying adjoining premises or any part of the Building or for any loss or damage resulting to Tenant or Tenant's property from burst, stopped or leaking water, gas, sewer or steam pipes, or for any damage or loss of property within the Leased Premises from any cause whatsoever, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rent.

20. **LIABILITY OF LANDLORD.** If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Landlord in the Landlord's Premises as the same may then be encumbered and neither Landlord, nor any of its managers, members or officers, shall be liable for any deficiency. It is understood and agreed by Tenant that in no event shall Tenant have any right to levy execution against any property of Landlord other than its interest in the Landlord's Premises as hereinbefore expressly provided. In the event of the sale or other transfer of Landlord's right, title and interest in and to the Landlord's Premises, Landlord shall be released from all liability and obligations hereunder accruing subsequent to the effective date of such sale or transfer.

21. **NON-WAIVER.** Waiver of any one or more breaches of the covenants or conditions of this Lease or the non-performance of the same for any particular time shall not be construed as a waiver of any of the succeeding breaches of any covenant or condition hereof, and the consent or approval by Landlord or Tenant of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary Landlord's or Tenant's consent to or approval of any subsequent similar act by the other party. The prevailing party shall pay all reasonable attorneys' fees and expenses of the non-prevailing party in enforcing any of the obligations of Landlord or Tenant under this Lease or in any litigation or negotiation in which Landlord or Tenant shall, without fault, become involved due or on account of this Lease. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of the Base Rent or the full amount of the other charges herein provided shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of the Base Rent or any other charges herein provided be deemed an accord and satisfaction, and Landlord shall accept the check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

22. **TENANT'S DEFAULT.**

(a) In the event Tenant shall fail to pay (i) the Base Rent reserved herein or (ii) any other charges on the part of Tenant to be paid hereunder when due, Landlord shall give Tenant written notice of such default and if Tenant shall fail to cure such default within seven (7) days after Tenant's receipt of such notice from Landlord, then Landlord, in addition to any other remedies available to Landlord at law or in equity, may pursue the remedies set forth in this Section 22.

(b) If Tenant shall be in default in performing any of the terms of this Lease other than the payment of Base Rent or other changes provided for herein, Landlord shall give Tenant written notice of such default (and if Tenant shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such a character as to require more than thirty (30) days to cure, then if Tenant shall fail within said thirty (30) day period to commence and thereafter proceed diligently to cure such default, then and in either of such events, Landlord may (at its option and in addition to its other legal remedies) cure such default for the account of Tenant and any sum so expended by Landlord shall be additional rent for all purposes hereunder,

including Section 22(a) above and shall be paid by Tenant with the next monthly installment of Base Rent.

(c) If any rent shall be due and unpaid or Tenant shall be in default upon any of the other terms of this Lease, and such default has not been cured after written notice and within the time provided in Sections 22(a) and 22(b) above, or, if the Leased Premises is abandoned or vacated, then Landlord, in addition to its other remedies, shall have the immediate right of re-entry. Should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease without waiving its right to damages, or from time to time, without terminating this Lease, relet the Leased Premises, or any part thereof, on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: (i) first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and reasonable attorneys' fees in connection with recovery and reletting the Leased Premises; (ii) second, to the payment of all reasonable costs of such reletting, including brokerage commissions, advertising costs and alterations to and repairs of the Leased Premises; (iii) third, to the payment of rent due and unpaid hereunder; and (iv) the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the rents received from such reletting during any month be less than the monthly rent reserved hereunder, or if Landlord does not relet the Leased Premises, then Tenant agrees to pay such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention shall be given to Tenant. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorneys' fees incidental thereto and including the worth at the time of such termination of the excess, if any, of the amount of rent and other charges equivalent to the rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable by Tenant hereunder.

(d) If Tenant vacates or abandons the Leased Premises in violation of this Lease, any equipment or other property Tenant leaves in or at the Leased Premises shall be deemed abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at a public or private sale as Landlord sees fit. The proceeds of the sale of any property of Tenant sold at public or private sale or the then current fair market value of such property may be retained by Landlord and shall be applied by Landlord against: (i) the expenses of Landlord relating to the removal, storage and sale of such property; (ii) the arrears of the rent or future rent payable under this Lease; and (iii) any other damages to which Landlord may be entitled hereunder. The balance of such amounts, if any, shall be given to Tenant. Landlord shall have the option to treat as abandoned and retain all personal property or moveable trade fixtures belonging to Tenant that Tenant fails to remove by expiration date or earlier termination of this Lease, or Landlord may remove those items from the Leased Premises at the sole cost and expense of Tenant.

(e) In the event it shall become necessary for Landlord to employ an attorney to enforce any of its rights under this Lease, or to collect any sums due to it under this Lease, or to remedy the breach of any covenants of this Lease by Tenant, if Landlord prevails in its efforts, Tenant shall pay to Landlord such reasonable fees as shall be charged by Landlord's attorneys for such service, whether or not suit is commenced. If suit is commenced, Tenant's obligation shall include such fees and costs incurred at all trial and appellate levels and post judgment proceedings.

(f) Landlord or its attorneys, representatives or assigns, may re-enter and repossess the Leased Premises, and declare this Lease forfeited if the Leased Premises shall be abandoned or vacated by Tenant for fifteen (15) days or more. Landlord may pursue all remedies available to it under this Lease or at law in connection with forfeiture by Tenant hereunder.

(g) Each and every right, remedy and benefit provided by this Lease to Landlord shall be cumulative and shall be in addition to any other right, remedy or benefit allowed by law. These remedies may be exercised individually, jointly or severally without constituting an election of remedies.

23. **BANKRUPTCY AND INSOLVENCY OF TENANT.** If the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be declared bankrupt or insolvent, according to law, or if any receiver be appointed for the business and property of Tenant or if any assignment shall be made of Tenant's property for the benefit of creditors (and as to such matters involuntarily taken against Tenant, Tenant has not within sixty (60) days thereof obtained release or discharge therefrom), then this Lease may be cancelled at the option of Landlord. If, as a matter of law, Landlord has no right upon the bankruptcy of Tenant, to terminate this Lease, then the rights of Tenant, as debtor, or Tenant's trustee, shall be deemed abandoned or rejected unless Tenant, as debtor or Tenant's trustee, (a) within sixty (60) days after the date of the Order for Relief under Chapter 7 of the Bankruptcy Code or sixty (60) days after the date the Petition is filed under Chapter 11 of the Bankruptcy Code assumes in writing the obligations under this Lease, (b) cures or adequately assures the cure of all defaults existing under this Lease on Tenant's part within sixty (60) days, and (c) furnishes adequate assurances of future performance of the obligations of Tenant under this Lease within such sixty (60) days. Adequate assurance of curing defaults means the posting with Landlord of a sum in cash sufficient to defray the costs of such cure.

24. **HOLDING OVER.** Any holding over after the expiration of the Term of this Lease without the prior written consent of Landlord shall be construed to be a tenancy from month to month at a monthly rental equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable by Tenant during the last month of the Term of this Lease plus an amount estimated by Landlord for the monthly additional charges, if any, payable by Tenant pursuant to this Lease, and shall otherwise be on the same terms and conditions herein specified so far as applicable. Any holding over without Landlord's consent shall entitle Landlord to re-enter the Leased Premises as provided in Section 22 hereof. If Tenant remains in possession of the Leased Premises for in excess of thirty (30) days after the expiration of the Term of this Lease without Landlord's written consent, then, in addition to any and all rights Landlord may have as a result thereof, Tenant shall also pay Landlord all damages sustained by Landlord as a result of Tenant's failure to vacate its possession of the Leased Premises, including, but not limited to, the loss of any potential tenants that may be actively considering the leasing of the Leased Premises or any part thereof. The terms of this Section 24 are not to be construed as

consent by Landlord to holding over, and Landlord reserves the right to demand possession of the Leased Premises.

25. **ENTIRE AGREEMENT.** This Lease shall constitute the entire agreement of and between the parties hereto and all prior agreements or understandings between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease may not be amended, changed or modified, except by an agreement in writing and signed by Landlord and Tenant.

26. **NOTICES.** Any notice, demand, request or other instrument that is required or permitted to be given under this Lease or by law shall be in writing and shall be deemed given, even if the recipient shall fail or refuse to accept delivery of such notice, demand, request or other instrument, (a) when the same is personally delivered, (b) three (3) days following the date the same is deposited in the United States Mail, postage prepaid, certified or registered, return receipt requested or (c) two (2) days following the date any of the foregoing documents are delivered to a reputable overnight courier service, providing proof of the delivery, with delivery charges prepaid. The notice, demand, request or other instrument shall be addressed, if to Landlord, at [_____], or at such other address as Landlord may designate by a written notice, and, if to Tenant, at the Leased Premises or at such other address as Tenant may designate by written notice.

27. **SUCCESSORS.** This Lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs administrators, executors, representatives, successors and assigns.

28. **ACCESS TO THE LEASED PREMISES.** Landlord and its agents shall have the right on reasonable notice (except in the case of emergency) to enter upon the Leased Premises at all reasonable hours (or at any time in case of an emergency) for the purpose of inspecting the Leased Premises, erecting and maintaining pipes and conduits in and through the Leased Premises and making any repairs, alterations or additions that Landlord may deem necessary for the safety, preservation or improvement of the Leased Premises or the Building, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor and to perform such acts without the same constituting an eviction of Tenant in whole or in part, and the rent reserved herein shall not abate while said repairs, alterations, improvements or additions are being made provided Landlord uses its reasonable efforts to minimize any interference with Tenant's use of the Leased Premises during the period that Landlord is performing such repairs or alternations. Nothing herein contained shall be deemed to impose upon Landlord any obligation for the care, supervision or repair of the Building or of the Leased Premises that is not elsewhere specifically set forth in this Lease.

29. **EXECUTION OF LEASE.** The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises situated in the Building. The return to Landlord of Tenant-executed copies of this Lease shall not be binding upon Landlord, notwithstanding any preparation or anticipatory reliance or expenditures by Tenant or any time interval, until Landlord has in fact executed and actually delivered a fully executed copy of this Lease to Tenant.

31. **BROKERS.** Each of the parties hereto represents and warrants that there are no claims for brokerage commissions or finders fees in connection with the execution of this Lease,

and each of the parties agrees to indemnify the other party against and hold it harmless from any liabilities resulting or arising from any such claim including, without limitation, the costs of reasonable attorneys' fees in connection therewith.

32. **HAZARDOUS SUBSTANCES.**

(a) The term "hazardous substances" as used in this Lease is defined as follows: any element, compound, mixture, solution, particle or substance that presents danger or potential danger for damage or injury to health, welfare or to the environment, including, but not limited to: (i) those substances that are inherently or potential radioactive, explosive, ignitable, corrosive, reactive, carcinogenic or toxic; and (ii) those substances that have been recognized as dangerous or potentially dangerous to health, welfare or to the environment by any federal, municipal, state, county or other governmental or quasi-governmental authority or any department or agency thereof; and (iii) those substances that are identified as hazardous substances by any federal, state or local law, rule or regulation.

(b) Tenant represents and warrants to Landlord that, at all times during the Term of this Lease, Tenant shall: (i) promptly comply, at Tenant's own cost and expense, with all laws, orders, rules regulations, certificates of occupancy or other requirements as the same now exist or may hereafter be enacted, amended or promulgated or any federal, municipal, state, county or other government authority relating to the manufacturing, processing, distributing, using, producing, treating, storing (above or below ground level), disposing or allowing to be present any hazardous substances in or about the Leased Premises; (ii) promptly disclose to Landlord by delivering, in the manner prescribed for delivery of notice in this Lease, a copy of any forms, submissions, notices, reports, or other written documentation (collectively, the "Communications") relating to the presence of any hazardous substances in or about the Leased Premises, whether such Communications are delivered to Tenant or are requested from Tenant by any federal, municipal, state, county or other governmental or quasi-governmental authority or any department or agency thereof; and (iii) notwithstanding any other provisions of this Lease, allow Landlord, and any authorized representative of Landlord, access and the right to enter and inspect the Leased Premises for the presence of any hazardous substances, at any time deemed reasonable by Landlord, without prior notice to Tenant. Tenant shall indemnify and hold Landlord, its agents and employees, harmless from any and all demands, claims, causes of action, penalties, liabilities, judgments, damages (including consequential damages) and expenses including, without limitation, court costs and reasonable attorneys' fees incurred by Landlord as a result of Tenant's failure or delay in properly complying with any such law, order, rule, regulation, certificate of occupancy or other requirement referred to in this Section 32 or any adverse effect that results from the presence of any hazardous substances in or about the Leased Premises, that were introduced by Tenant or Tenant's agents, employees, contractors or any other person claiming under Tenant. If any action or proceeding is brought against Landlord, its agents or employees by reason or any such claim, Tenant, upon notice from Landlord, will defend such claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification of Landlord by Tenant shall survive the termination of this Lease.

34. **AMERICANS WITH DISABILITIES ACT.** Tenant does hereby warrant and represent that Tenant shall at all times so comply with the American with Disabilities Act of 1990 ("ADA") with regard to Tenant's use and occupancy of the Leased Premises so that neither

Landlord nor the Building will suffer any loss, cost or expense on account thereof. Therefore, Tenant does hereby agree to indemnify and hold Landlord harmless from and against any and all claims, actions, loss, costs and expenses (including responsible attorneys' fees and expenses) claimed against or sustained by Landlord, on account of the violation of any ADA provision arising out of or in connection with Tenant's use and occupancy of the Leased Premises.

35. **SECURITY DEPOSIT**. As security for the faithful performance by Tenant of all of the terms and conditions upon Tenant's part to be performed, Tenant has previously deposited with Landlord the sum of [_____], which shall be returned to Tenant, without interest, upon the expiration of this Lease, subject to application thereof as provided in this Section 35. Landlord shall have the right (but not the obligation) to apply any part of said deposit to cure any default of Tenant and if Landlord does so, Tenant shall upon demand deposit with Landlord the amount so applied so that Landlord shall have the full deposit on hand at all times during the Term of this Lease. Landlord shall not be obligated to keep such security deposit as a separate fund but may commingle such security deposit with Landlord's own funds.

In the event of a sale of the Landlord's Premises, Landlord shall have the right to transfer this security to the grantee and Landlord shall be considered released by Tenant from all liability for the return of such security deposit and Tenant shall look solely to the new Landlord for the return of the said security deposit. It is agreed that this shall apply to every transfer or assignment made of the security to a new landlord. The security deposited under this Lease shall not be mortgaged, assigned or encumbered by Tenant without the written consent of Landlord and any attempt to do so shall be void. In the event of any rightful and permitted assignment of this Lease, the said security deposit shall be deemed to be held by Landlord as a deposit to the assignor. Any mortgagee of Landlord shall be relieved and released from any obligation to return such security deposit in the event such mortgagee comes into possession of the Leased Premises by reason of foreclosure of its security interest or any proceeding in lieu thereof unless such mortgagee receives such security deposit.

36. **LAWS OF THE STATE OF MICHIGAN**. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan. If any provision of this Lease or the application thereof to any circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

37. **CAPTIONS**. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any provisions of this Lease or in any way affect this Lease.

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

39. **NOTICE TO MORTGAGEE.** Tenant agrees to give any mortgagees of the Leased Premises by United States certified mail, return receipt requested, a copy of any notice of default sent to Landlord, provided that prior to such notice, Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise) of the address of any such mortgagee. Tenant further agrees that if Landlord shall have failed to cure such default within a reasonable time after notice from Tenant, Tenant shall provide such mortgagees with notice of such failure and such mortgagees shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, than such additional time as may be necessary if, within such thirty (30) days period, any mortgagee has commenced and is diligently pursuing the remedies necessary to cure such default (including, but not limited, commencement of foreclosure proceedings, if necessary, to effect such cure).

40. **CONSTRUCTION.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third-party, as creating the relationship of principal and agent or a partnership or a joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto, other than the relationship of Landlord and Tenant. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, partnership, corporation or a group of two (2) or more individuals, corporations or partnerships. The necessary grammatical changes required to make the provisions of this Lease apply to plural sense when there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males or females, shall, in all instances, be assumed as though in each case fully expressed.

The terms of this Lease were fully negotiated by the parties and shall not be construed for or against Landlord or Tenant because either Landlord or Tenant may have drafted this Lease, and this Lease shall be interpreted in accordance with the general meaning of the language herein contained in an effort to reach the intended result.

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IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

LANDLORD:

[_____], a [_____]

By: _____

Name: _____

Its: _____

TENANT:

[_____], a [_____]

By: _____

Name: _____

Its: _____

EXHIBIT A

DESCRIPTION OF THE LAND

EXHIBIT B

BUILDING FLOOR PLAN

EXHIBIT C

RULES AND REGULATIONS

EXHIBIT D

LEASED PREMISES IMPROVEMENTS