

**Gross Lease Agreement**

**Between**

**LANDLORD**

**And**

**TENANT**

## Table of Contents

Article 1- Definitions and Basic Lease Provisions .....	4
Section 1.1 Basic Lease Provisions.....	4-5
Article 2- Terms and Construction .....	5
Section 2.1 Leased Premises.....	5
Section 2.2 Initial Term .....	5
Section 2.3 Commencement Date.....	5
Section 2.4 Acceptance of Premises.....	5-6
Article 3- Rent.....	6
Section 3.1 Base Rent.....	6
Section 3.2 Late Rent.....	6
Section 3.3 Unpaid Fees.....	6
Section 3.4 NSF Checks.....	6
Section 3.5 Real Estate/ Personal Property Tax.....	6
Section 3.6 Utilities.....	6-7
Section 3.7 Option to Renew.....	7
Article 4- Use and Occupancy.....	7
Section 4.1 Use of premises.....	7
Section 4.2 Quiet Enjoyment.....	7
Section 4.3 Holding Over and Month to Month Occupancy.....	7
Section 4.4 Delivery of Premises.....	8
Section 4.5 Right of Relocation.....	8
Section 4.6 Signage.....	8-9
Article 5- Maintenance.....	9
Section 5.1 Landlord’s Obligations for Maintenance.....	9
Section 5.2 Tenant’s Obligations for Maintenance.....	9-10
Section 5.3 Tenant’s Responsibility for Toxic Substances and Medical Waste.....	10
Article 6- Insurance and Indemnity.....	10
Section 6.1 Hold Harmless.....	10
Section 6.2 Tenant’s Obligation to Carry Insurance.....	10
Section 6.3 Landlord’s Obligation to Carry Insurance.....	10
Article 7- Eminent Domain.....	11
Section 7.1 Total Condemnation.....	11
Section 7.2 Partial Condemnation.....	11
Section 7.3 Landlord’s and Tenant’s Damages.....	11
Article 8- Destruction and Restoration.....	12
Section 8.1 Reconstruction of Damaged Premises.....	12
Section 8.2 Right to Termination.....	12
Article 9- Receiving, Delivery and Tenant Parking.....	12
Section 9.1 Receiving and Delivering Tenant’s Merchandise and Disposition of Refuse.....	12
Section 9.2 Parking Areas.....	12
Article 10- Entry by Landlord.....	12
Section 10.1 Inspection and Exhibition.....	12
Section 10.2 Key to Leased Premises.....	12
Article 11- Assignment and Subletting.....	13
Section 11.1 Assignment.....	13
Section 11.2 Subletting.....	13
Section 11.3 Controlled Corporations and Successors .....	13
Section 11.4 Tenant’s Continuing Obligations.....	13
Article 12- Default.....	13
Section 12.1 Default.....	13
Section 12.2 Non-Curable Default.....	13
Section 12.3 Landlord’s Option to Renew.....	13-14

Section 12.4 Landlord's Right to Repossess.....	14
Section 12.5 Reletting of the Premises.....	14
Section 12.6 Right to Cure Default.....	14
Section 12.7 Petition of Bankruptcy.....	14
Section 12.8 Assumption of Bankruptcy.....	14
Section 12.9 Damages.....	14-15
Section 12.10 Attorney's Fees.....	15
Section 12.11 Lien for Payment.....	15
Section 12.12 Cumulative Remedies.....	15
Article 13- Miscellaneous.....	15
Section 13.1 Waiver.....	15
Section 13.2 Subordination and Attornment.....	15
Section 13.3 Notices.....	15-16
Section 13.4 Construction.....	16
Section 13.5 Tenant's Cooperation with Landlord's Financing and (Estoppel Certificates).....	16
Section 13.6 Accord and Satisfaction.....	16
Section 13.7 Captions and Section Numbers.....	16
Section 13.8 Partial Invalidity.....	16
Section 13.9 Effectiveness of Lease Agreement.....	16
Section 13.10 Delays.....	16
Section 13.11 Entire Agreement.....	16
Section 13.12 Successors.....	16
Section 13.13 Recording.....	17
Section 13.14 Liens.....	17
Section 13.15 Authority to Sign.....	17
Section 13.16 Inspections & Permits.....	17
Section 13.17 Brokers/ Commission.....	17
Section 13.18 Submission of Lease & Previous Agreements.....	17
Section 13.19 Additional Provisions.....	18

**Lease**

**This Lease Agreement** (herein “Lease”) is made and entered into this \_\_\_\_\_ day of April 2023 by and between the Landlord and Tenant identified in Section 1.1, and constitutes a lease between the parties of the Leased Premises defined in Section 1.1, on the terms and conditions herein set forth.

**Article 1- Definitions and Basic Lease Provisions**

**Section 1.1 Basic Lease Provisions.** The following are certain basic lease provisions and definitions, which are a part of, and in certain instances referred to in the subsequent sections of this Lease:

- (a) **Landlord** means:
- (b) **Tenant** means:
- (c) **Leased Premises** means: Approximately \_\_\_\_\_ (\_\_\_\_\_) square feet gross floor area and approximately \_\_\_\_\_ (\_\_\_\_\_) square feet of net usable floor area, as contained in the Building located at \_\_\_\_\_. A floor plan of the Leased Premises is attached to this Lease as **Exhibit “A”**, and incorporated herein.
- (d) **Base Rent** will be \_\_\_\_\_ (\$\_\_\_\_\_) Dollars per month, with increases, if any, as provided in Article 3, and in the Rent Schedule, which is attached to this Lease as **Exhibit “B”**, and incorporated herein. This rent shall be paid via electronic ACH unless otherwise specified by Landlord. Tenant shall also be responsible for timely pay of all separately metered utilities and services to the Leased Premises.
- (e) Intentionally Omitted
- (f) **Security Deposit** means \_\_\_\_\_ (\$\_\_\_\_\_) dollars.
- (g) Landlord shall not be obligated to apply all or any portions of the Security Deposit on account of Tenant’s obligations hereunder, or to segregate the same. Subject to section 4.4 of this lease, the Security Deposit shall be returned to Tenant upon the expiration of this Lease minus the cost to repair or restore any damage or alterations caused to the Premises by Tenant during the term of this Lease, except for reasonable wear and tear. Landlord shall also have the right to retain a portion or all of the security deposit and apply it towards any unpaid or delinquent rental charges and fees. Tenant shall not have the right to apply the Security Deposit in payment of last month’s rent.

Tenant acknowledges that early termination of this lease will result in a forfeiture of security deposit to Landlord.

- (h) Tenant’s name, address, phone, fax, and e-mail numbers for notices:  
Name:  
Address:  
Phone:  
E-mail:

Resident Agent’s name and address:  
Name:  
Address:

- (i) Landlord’s name, address, phone, fax, and e-mail numbers for notices:  
Name:  
Address: 5645 Sashabaw Road, Clarkston, MI 48346  
Phone: 248-625-1188  
Fax: 248-625-2297  
E-mail: gina@imc.group

- (j) **Guarantor** means: (Guaranty attached as Exhibit “E” to this Lease and incorporated herein)

- (k) Guarantors’ name, address, phone and fax number for notices:  
Name:

Address:

Phone:

E-mail:

- (l) **Rules and Regulations** means: Those Rules and Regulations which govern the Leased Premises and are applicable to Tenant, attached to this Lease as Exhibit "D" and incorporated herein.

## Article 2- Terms and Construction

**Section 2.1 Leased Premises.** Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises in the Building, consisting of \_\_\_\_\_ (\_\_\_\_\_) gross square feet, and \_\_\_\_\_ (\_\_\_\_\_) net square feet, and located at \_\_\_\_\_. The Leased Premises are shown on the floor plan attached and incorporated as Exhibit "A", together with non-exclusive right to use the parking areas and other areas designated by Landlord as common areas, if any (the "Common Areas").

The exterior walls and roof of the Leased Premises and the area beneath said premises are not demised hereunder, and the Landlord reserves the use of same together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Leased Premises and serving other parts of the Building, at such times and in such locations which will not materially interfere with Tenant's use of the Leased Premises. The Common Areas, if any, will be subject to the exclusive control and management of Landlord: provided, however, that Tenant will have the non-exclusive right to utilize the Common Areas in common with Landlord, other tenants and occupants of the Building.

**Section 2.2 Initial Term.** The Initial Term of this Lease shall be for \_\_\_\_\_ ( ) years, with an option to renew as provided for in Section 3.7 of this Lease.

**Section 2.3 Commencement Date.** The term of this Lease will commence (herein "Commencement Date") on \_\_\_\_\_ and the Tenant's obligation to pay monthly rentals shall commence on \_\_\_\_\_.

**Section 2.4 Acceptance of Premises.** Upon occupancy date or commencement date, whichever occurs first, the Leased Premises shall be deemed acceptable by Tenant unless Tenant provides written notice of unacceptable premises to Landlord prior to or whichever comes first. Tenant and/or tenant's agents, contractors, consultants, and/or brokers have completely inspected the premises and accept the Leased Premises "AS IS, WHERE IS, at the time of entering into the Lease, without any obligation of Landlord to repair or improve the Leased Premises, except as otherwise specifically provided in the Lease.

A) Upon delivery of the premises unless otherwise specified in this Lease, Tenant accepts premises in an "AS IS CONDITION". It is agreed that occupying the Premises as a Tenant, Tenant formally accepts the same and acknowledges that the Premises and the Property have been inspected by tenant or its agents and are in the condition called for hereunder. Failure of Landlord to deliver possession of the Premises within the time and in the condition provided for in this Lease will not give rise to any claim for damages by the Tenant against the Landlord or against the Landlord's contractor.

B) Square footages listed in this Lease are estimated gross square footage figures. Actual measurements may vary however, if so, Tenant by accepting premises in "AS IS CONDITION" does accept Lease and rates amounts as listed, regardless of actual square footages of occupied premises.

C) Within 30 days of lease commencement, Tenant is to provide Landlord with written "PUNCH LIST" of any deficiencies in Landlord's "BUILD OUT" work. If no "PUNCH LIST" is provided, it is assumed that Tenant has accepted premises in "AS IS CONDITION".

## Article 3- Rent

**Section 3.1 Base Rent.** Tenant covenants to pay to Landlord as Base Rent for the Leased Premises, the rent specified in the Rent Schedule attached as Exhibit "B", with the first month's rent due at the time of execution of this Lease:

All installments are due and payable on the first day of each month and every month throughout the term of this Lease; provided however, that if the Lease Term commences on a day other than the first (1<sup>st</sup>) day of a calendar month, the rental for such first (1<sup>st</sup>) fractional month will be such proportion of the monthly rentals as the number of days in such fractional month bears to the total number of days in the calendar month, and will be due and payable on or before the first (1<sup>st</sup>) day of the calendar month following such fractional month.

**Section 3.2 Late Rent.** If Tenant fails to pay any Base Rent within five (5) days after its due date, then Tenant shall be assessed a One Hundred (\$100.00) Dollar administration charge which shall be deemed as rent payable to landlord.

**Section 3.3 Additional Fees.** Any additional fees that Landlord incurs for late payment of rent, NSF returned checks, legal fees, court charges, unpaid signage fees, unpaid utility charges shall be deemed as rent payable to Landlord.

**Section 3.4 NSF Checks.** If Landlord receives from tenant two separate checks that are returned due to insufficient funds, Landlord reserves the right to request, through providing written notice to tenant, that all subsequent payments for rent and/or additional fees be submitted in the form of bank issued cashier's checks or money orders. If tenant fails to comply with this request, tenant will be considered in default under section 12.1 of this lease.

**Section 3.5 (a) Real Estate Taxes.** Landlord is responsible for paying all real estate taxes associated with the property.

**(b) Personal Property Taxes.** Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located on the Leased Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures, and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its share of such taxes within ten (10) days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

**Section 3.6 Utilities.**

- a. Tenant agrees to pay all charges made against the Leased Premises for utilities including but not limited to gas, heat, electricity, water, that are or become, separately metered. Landlord agrees to pay all charges made against the Leased Premises for utilities that are not separately metered for the leased premises. If Tenant does not pay these bills, Landlord shall have no obligation to pay them, and any such payment by Landlord shall be added to the rent for the Leased Premises to which an administrative fee of fifteen (15%) percent shall be added to the charge.
- b. Tenant agrees to pay for any and all phone, cable and internet fees for installation required inside and/or serving the premises in order to bring service to tenant's occupied premises if such services are not already present.

**Section 3.7 Option to Renew.** Tenant shall have the right, after receiving written permission from Landlord, which shall not be unreasonably withheld, to be exercised as provided below, to renew the term of this Lease for an additional \_\_\_\_\_ (\_\_\_\_) one (1) year terms on the following terms and conditions:

- (a) No default by Tenant is existing or continuing, or has taken place at any time during the Lease Term in the performance of any of the terms of this Lease.
- (b) The renewal terms shall be on the same terms, covenants, and conditions as provided in this Lease except that the yearly base rental for the option term (i.e., an additional \_\_\_\_\_ (1) years shall be in an amount which is equal to the current rent specified in the Rent Schedule set forth in Exhibit "B".)

Tenant shall exercise its right to renewal for each option period in the following manner:

- (a) At least one hundred eighty (180) days prior to the expiration of the Lease Term, Tenant shall notify Landlord in writing of its election to exercise the right to renew the term of this Lease.
- (b) On the giving of such notice of election, this Lease, subject to the terms of this section, and agreement upon a new rental rate, shall be deemed to be renewed and the term thereof renewed for a period of \_\_\_\_\_ (1) year from the date of expiration of the Initial Term during which such notice is given.

**Article 4- Use and Occupancy**

**Section 4.1 Use of Premises.** During the term of this Lease, the Leased Premises will be used and occupied only for the \_\_\_\_\_ and for no other purpose without the written consent of Landlord. Tenant shall comply with all laws, rules and regulations, ordinances and lawful orders and regulations affecting the Leased Premises, and the cleanliness, safety, occupation and use of same. Tenant will not use the Common Areas, if any, for its own business purposes or for storage without the written consent of Landlord. All signs and advertising displayed in and about the Leased Premises will be such only as to advertise the business carried on in the Leased Premises, and will be in conformance with local ordinances.

- (a) Tenant will not do or permit to be done in or about the Leased Premises, nor bring or keep or permit to be brought or kept therein, anything which is prohibited by or will in any way conflict with any insurance policy maintained for the Building, or will in any way increase the existing rate for such insurance, or cause a cancellation of any insurance policy or adversely

affect or interfere with any services required to be furnished by Landlord to Tenant, or to any other tenants or occupants of the Building, or with the proper and economical rendition of any such service. Tenant will not do or permit anything to be done in or about the Leased Premises which will in any way obstruct or interfere with the rights, uses, and access of other tenants of the Building, or injure or annoy them, or use or allow the Leased Premises to be used for any improper, immoral, or objectionable purpose, nor will Tenant cause, maintain or permit any excessive noise, unsightly conditions, nuisances, and/or health hazards in, on or about the Leased Premises or commit or suffer to be committed any waste in, on or about the Leased Premises.

- (b) Tenant will not emit or produce any excessive or disruptive noise, odors, dust, smoke or moisture into the adjoining suites.
- (c) There shall be no outdoor or common area storage of licensed or unlicensed vehicles, trailers, and equipment, or materials, waste or supplies by Tenant, unless written consent is provided by landlord. Tenant is to keep all entrance doors to its Leased Premises closed from the common hallways and Common Areas.
- (d) Landlord is not liable for any damage, theft, or vandalism to any portion of the tenant's leased premises or to any landlord-approved or unapproved vehicles, trailers, equipment, materials, waste, or supplies stored in or outside of the premises.
- (e) No pets shall be allowed on the premises or at the building without the Landlord's written approval of each pet. Landlord retains the right to revoke the presence of pets on the premises or at the building at any time at Landlord's sole discretion.
- (f) Premises are not to be used for residential purposes, cooking, sleeping, or bathing.

**Section 4.2 Quiet Enjoyment.** Landlord warrants that Tenant, upon paying the Rents provided herein, and upon the observance and performance of each and every term and condition hereof, will peacefully and quietly hold, occupy, and enjoy the Leased Premises throughout the term hereof, without molestation or hindrance by any person holding under or through Landlord.

**Section 4.3 Holding Over or "Month to Month" Tenancy.** Any holding over after the expiration of the initial term or option renewal terms, with or without the consent of Landlord, will be construed to be a tenancy from month-to-month, with a thirty-three (33%) percent increase of the monthly Base Rent then in effect, and will otherwise be on the applicable terms and conditions herein.

**Section 4.4 (a) Alternation of Premises** Tenant shall not make or cause to be made any alterations, additions or improvements (structural or non-structural) to the DEMISED PREMISES or install or cause to be installed and interior or exterior signage, floor covering, interior or exterior lighting, plumbing fixtures, millwork, shades, canopies or awnings within or to the exterior of premises without Landlord's written approval. Tenant shall present Landlord plans and specifications for such work at the time the required written approval is sought.

No major deviation from the final set of plans and specs, once approved by the Landlord, will be made by tenant without Landlord's written consent. Approval of the plans and specifications by Landlord will not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and tenant will be solely responsible for all costs resulting from any additional work not provided for in the plans and specifications.

All construction shall be done in a good and workmanlike manner by tenant or tenant's contractors and shall consist of new, first class materials, and when completed shall comply with applicable laws, ordinances, regulations and orders of the deferral, state, county or other governmental authorities having jurisdiction. Tenant shall have the sole responsibility to pay any and all amounts associated with the alterations and shall hold harmless and indemnify Landlord from any liability, cost or expense arising therefrom. All such contractors hired by tenant shall be licensed and shall carry complete worker's comp insurance and general liability insurance. Proof of such insurance and licensing is to be provided by tenant to Landlord prior to construction.

**(b) Delivery and Return of Premises.** Upon termination of this Lease, whether by lapse of time, forfeiture, eviction, or in any other way, Tenant will yield and deliver up the Leased Premises, including, but not limited to, all alterations, additions, improvements, cabinets, countertops, millwork, paneling, wall covering, and fixtures (other than trade fixtures) which may be made or installed by either of the parties hereto upon the Leased Premises, in any manner attached to the floors, walls or ceilings, such improvements being the sole property of Landlord, without disturbance, molestation or injury to Landlord, in as good repair as when taken, except for reasonable and normal wear and tear. Landlord reserves the right to designate by written notice to Tenant those alterations and additions which will be removed by Tenant at the termination of this Lease.

If so requested in writing by landlord, tenant agrees to restore the premises to its original state in terms of the configuration, condition, utility services (and metering thereof) of the premises as they existed at lease execution. Such restoration of premises shall include the removal of all trade fixtures, improvements designated by Landlord, and repair any damage to the Leased Premises caused by such removal. All restoration shall be done at tenant's sole cost regardless of whether tenant or landlord provided the improvements and the installation thereof initially or during the time of occupancy.

Landlord to inspect and approve in writing, within a reasonable timeframe, that the premises has been restored to Landlord's satisfactory condition. Upon receiving such written approval from the Landlord, the security deposit shall be returned to tenant and tenant shall be released from all liabilities and obligations under this lease.

**Section 4.5 Right of Relocation.** In the event Landlord elects to cause an expansion or contraction of the Leased Premises or Building, or Landlord deems it advisable to relocate the Tenant, then Landlord, upon ninety (90) days prior notice in writing to Tenant, may terminate this Lease. During the ninety (90) days period, Landlord shall offer to Tenant such alternative location of approximately the same square footage as may be available in the Building from time to time. In the event the parties agree upon a specific location, then this Lease shall be amended by substituting the new location for the present location and rent shall be proportionately adjusted. Landlord shall cause all construction in the new premises to be completed and open for business within thirty (30) days following delivery of the new premises to Tenant. Landlord shall pay all costs in constructing Tenant's work in new premises plus the reasonable costs of relocating Tenant from the original premises to the new premises. In the event Landlord and Tenant are unable to agree on an alternative location, this Lease shall terminate at the end of the said ninety (90) day period. Tenant shall deliver possession of the Leased Premises to Landlord on or before the termination and/or relocation date in their present condition, reasonable wear and tear expected, and subject to all charges which are due and owing by Tenant or which shall be accrued up to such date (which charges shall be paid to Landlord within thirty (30) days of such date). Unless otherwise provided herein, Tenant shall be released from any and all further obligations pursuant to this Lease accruing or arising from and after the date of termination with respect to the vacated premises, except for any indemnification which survives this Lease and provided however, that in the event of relocation, Tenant shall remain liable for such obligations and charges accruing under this Lease after the date of such relocation.

**Section 4.6 Signage.** TENANT shall not erect or install any office building roof or other sign(s) without LANDLORD'S prior written consent and all signs shall conform to the uniform building type and standard requirements of LANDLORD, in LANDLORD'S sole discretion. Tenant is responsible for cost to remove and old preexisting signage in premises in order to place tenant's new signage. Landlord, however, retains the right to ownership of any preexisting signage and tenant must obtain permission from Landlord prior to discarding any signage. TENANT shall keep all signs erected by or for TENANT in good order, condition, replacement and repair. TENANT shall not erect or install any exterior or interior signs or advertising media or door lettering, or placards without the previous written consent of LANDLORD. TENANT shall not place any stands, placards, or other obstructions in the vestibules within or entrances to the DEMISED PREMISES nor shall any painted, paper, or cardboard signs, stickers, or decals in the DEMISED PREMISES be visible from the outside of same. TENANT shall not install any exterior lighting or plumbing, fixtures, shades, or awnings, or any exterior decorations or painting, or build any fences without the previous consent of LANDLORD. In the event the TENANT shall erect or install any signs, stands, placards, or other obstructions, exterior lighting or plumbing fixtures, shades, or awnings, exterior decorations or fences in violation of this Section 4.6, LANDLORD may remove the same without notice and restore the DEMISED PREMISES, and the cost of such removal and restoration shall be paid by TENANT to LANDLORD within ten (10) days after demand, as additional rent.

Tenant shall place signage to identify themselves within thirty (30) days following initial occupancy, and must conform to building standards. All signage shall be TENANT'S sole cost and expense with funds due at lease signing.

Tenant shall not erect any roof, façade, window or ground mounted signage, lights, banners, flags, festoons, balloons nor any other promotional items or displays on the premises without Landlord's written permission. LANDLORD may remove any unapproved signage or displays without notice and restore the DEMISED PREMISES, and the cost of such removal and restoration shall be paid by TENANT to LANDLORD within ten (10) days after demand, as additional rent.

## **Article 5- Maintenance**

**Section 5.1 Landlord's Obligation for Maintenance.** Landlord, after receiving written notice from Tenant and having reasonable opportunity to obtain the necessary workmen and material, will maintain and repair the foundation, exterior walls and roof of the Leased Premises, at Landlord's sole cost and expense. Landlord will also maintain, repair and replace the Common Areas (if any), and the common mechanical, heating, cooling, HVAC, and structural elements leading through or serving the Common Areas and serving other parts of the Building, provided that Tenant will be responsible for any such repairs occasioned by the acts or omissions of Tenant, its agents, employees, invitees or licensees. Landlord will not be required to make any other improvements or repairs of any kind. Landlord and its designees may enter the Leased Premises at reasonable hours, upon notice to Tenant, to accomplish this purpose, and Landlord will use its best efforts to schedule such repair work with Tenant so as not to disrupt Tenant's business by reason of Landlord's actions in fulfilling its obligations. Landlord is responsible for maintaining all common interior areas such as, hallways, bathrooms, and the associated plumbing, electrical, and HVAC services for such areas. Landlord also is responsible for all exterior grounds as well as being responsible for all snow and ice removal for the premises.

- a. Landlord will 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 occupying adjoining premises or any part of the premises adjacent to or connected with the Leases Premises or any part of the Building of which the Leased Premises are a part or for any loss or damage resulting to Tenant or its 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, except if such damage is due to Landlord's failure to comply with its obligations or negligence of Landlord's agent under Section 5.1 hereof.



**Section 5.2 Tenant's Obligation for Maintenance.** Tenant will at all times keep and maintain the Leased Premises and appurtenances in good condition, including replacement and repair, and Tenant will also keep the Leased Premises and appurtenances in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector, Landlord or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant. Tenant will permit no waste, damage or injury to the Leased Premises, and Tenant will, at its own cost and expense, maintain, replace and/or repair any exterior and interior glass windows, doors, hardware, and fixtures serving the premises and as well as all lighting, plumbing and electrical, heating, cooling, and HVAC, inside or serving the Leased Premises which may be broken or in need of repair (up to \$2000.00 per occurrence). Tenant will, at its own expense, install and maintain fire extinguishers and other fire protection devices as may be required from time to time by any agency having jurisdiction thereof and the insurance underwriters insuring the Building of which the Leased Premises form a part, with the exception of a fire extinguishing sprinkler system, which if required by the insuring insurance underwriter or proper officers of the governmental agencies having jurisdiction shall be at the sole cost and expense of Landlord. Tenant shall also, at all times, properly heat the Leased Premises so as to avoid any freeze up of pipes or damage to the Leased Premises. Tenant will also not discharge any inappropriate materials into the air and/or the storm or sanitary sewer systems. Tenant is responsible, at its own cost, for keeping the premises clean and free from insects, rodents, and pests. If tenant engages in the preparation, serving, or storage of food, tenant must obtain and maintain, at its own expense, a pest control prevention contract from a licensed contractor for the entire initial term of lease and any and all options or renewals.

- a. If the premises or any portion of the premises are served by a separate individual HVAC system(s) or radiant heat systems, the tenant shall maintain a service contract for regular seasonal maintenance (defined herein as two (2) inspections a year) of such units with a reputable licensed heating & cooling contractor of Landlord's choice. Such contract shall include maintaining filter changes, monitoring and charging of coolant, and inspections of parts and belts, etc. Such contract shall extend through the length of the lease and must be presented at lease signing and all lease extensions. The cost of these same contracts shall not apply towards the \$2000.00 per occurrence cap on the tenant's obligations to pay for repairs. If tenant elects not to purchase a seasonal maintenance contract, Landlord after giving 30 days' written notice, reserves the right to obtain such a contract and bill the tenant for such costs which shall be deemed as rent.
- b. Subject to this Lease, Tenant agrees to keep said Leased Premises in good working order, condition and repair, including all plumbing, fire suppression systems, electrical, lighting, and any other equipment installed in or on said Leased Premises, and that said Leased Premises shall also be kept in a clean, sanitary and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of any health officer, fire marshal, building inspector or other proper officer(s) of any governmental agencies having jurisdiction, and Tenant shall abide by and not violate the requirements of any insurance underwriters, or any laws and ordinances concerning said Leased Premises. If tenant fails to do so, Landlord, after giving 30 days' written notice, retains the right to perform such corrections and the cost of such shall become payable to the Landlord as additional rent. At the expiration of the tenancy created hereunder, Tenant shall surrender the Leased Premises in a good condition as received, reasonable wear and tear and loss by fire or other unavoidable casualty excepted.
- c. Tenant acknowledges that Landlord will make its due diligent effort to keep outside premises free of any snow, ice, or slush. Landlord's efforts at snow, ice, or slush removal shall occur at least once in every 24 hours period. If Landlord has done its due diligence in removing snow, ice, and slush at least once within one 24-hour period, tenant will keep its entryway free and clear of any ice, snow, or slush that may accumulate after the Landlord has serviced the property.

**Section 5.3 Tenant's Responsibility for Toxic Substances and Medical Waste.** Tenant will be fully responsible, at its own expense, for the control and appropriate handling of any toxic chemicals, industrial or medical waste, or other substances used, stored, or produced on the Leased Premises in connection with Tenant's business conducted therein. Tenant will not spill, introduce, discharge, or bury any medical, industrial, or toxic chemical, substance, particulates, or contaminants of any kind in, on, or under the Leased Premises and/or Building or any portion thereof or the air, or permit the discharge thereof into the sanitary or storm sewer or water system serving the Leased Premises and/or Building in which the Leased Premises are located or into any municipal or other governmental water system or storm and/or sanitary sewer system, without first obtaining the written license, permit, or other approval of all governmental agencies having jurisdiction thereof, and any event Tenant will employ all appropriate measures to protect such systems from contamination. Tenant will undertake, at its expense, any necessary and/or appropriate cleanup and decontamination process in connection with any breach of the foregoing covenants, and without limiting Tenant's other indemnify or insurance obligations under this Lease. Tenant will defend, indemnify and hold harmless Landlord from and against all liability, whether direct, indirect, consequential or otherwise, arising from any incident or occurrence in, on or about the Leased Premises or the Building pertaining to medical, industrial and/or other toxic substances.

## **Article 6- Insurance and Indemnity**

**Section 6.1 Hold Harmless.** Tenant will defend, indemnify and hold harmless Landlord from and against any and all claims, actions, damages, liability and expense, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property arising from or out of: (i) any occurrence in, upon or at the Leased Premises and the sidewalks and walkways adjoining the same, including the person and property of Tenant, and its employees and all persons in the Building at its or their invitation or with their consent,

(ii) the occupancy or use by Tenant of the Leased Premises or any part thereof, (iii) any act or omission of Tenant, its agent, contractors, employees, servants, customers or licensees, or (iv) all property kept, stored or maintained upon the Leased Premises.

**Section 6.2 Tenant's Obligation to Carry Insurance.** Tenant will, during the Term, keep in full force and effect a policy of public liability, personal injury, and property damage insurance with respect to the Leased Premises and the business operated by Tenant upon the Leased Premises, in which both Landlord and Tenant will be named as parties covered thereby, and in which the limit of liability will not be less than One Million (\$1,000,000.00) Dollars for each occurrence and not less than One Million (\$1,000,000.00) Dollars for property damage. Failure of tenant to carry insurance in the above specified amount will constitute a default of lease and result in the immediate termination of lease agreement. Upon Lease execution, Tenant will furnish a certificate of insurance, or other acceptable evidence that such insurance is in force, and such insurance will provide that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days prior written notice. Such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. Tenant will, during the Initial Term and any renewal, carry, at its expense, insurance for fire and extended coverage, insuring for one hundred (100%) percent of the replacement value of Tenant's trade fixtures, furnishings, operating equipment and personal property.

**Section 6.3 Landlord's Obligation to Carry Insurance.**

- a. Landlord will, during the term of this lease, keep in full force and effect a policy of public liability, personal injury, and property damage insurance with respect to the Leased Premises, in which Landlord will be named as party covered thereby, and in which the limit of liability will not be less than one million (\$1,000,000.00) dollars for each occurrence.
- b. Landlord will, during the term of this Lease, carry insurance for fire and special extended coverage (as determined by Landlord), insuring the improvements located within the Building including the Leased Premises and all appurtenances thereto (excepting Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof (with deductibles determined solely by Landlord), such insurance coverage to include improvements provided by Landlord and Tenant (except those items which Tenant is required to insure pursuant to Section 6.2) and , at Landlord's option, such insurance coverage may include rental insurance. Landlord will not be liable to Tenant for any loss or damage suffered by Tenant which is not covered by such insurance (including without limitation, the amount of any such deductibles).
- c. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability), or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything is done, omitted or to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Leased Premises, which will cause the rate of fire or other insurance on the Leased Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rates from time to time applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made thereof, then Tenant will pay the amount of any increases.

**Section 6.4 . Waiver of Subrogation.** Landlord and Tenant each hereby releases the other, and waives its right of recovery against the other, for any direct or consequential loss or damage arising out of or incident to the perils covered by the property insurance policy or policies carried by the waiving party (or, if greater, are required to be carried by Landlord and Tenant under this Lease) to the extent such losses or damages are actually covered by such insurance policies, WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF EITHER PARTY OR THEIR AGENTS, INVITEES, CONTRACTORS, OR EMPLOYEES. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. Such waiver shall not limit any indemnity or other waiver made under this Lease. Landlord and Tenant each also hereby releases the other, and waives its right of recovery against the other, for any direct or consequential loss or damage arising out of or incident to the perils that would be covered by the property insurance policy or policies required to be carried by the waiving party even if not actually carried, WHETHER OR NOT SUCH DAMAGE OR LOSS MAY BE ATTRIBUTABLE TO THE NEGLIGENCE OF EITHER PARTY OR THEIR AGENTS, INVITEES, CONTRACTORS, OR EMPLOYEES. THE PARTIES HEREBY ACKNOWLEDGE THAT THIS WAIVER OF SUBROGATION PROVISION APPLIES EVEN IF THE RELEASED PARTY IS NEGLIGENT.

**Article 7- Eminent Domain**

**Section 7.1 Total Condemnation.** If the whole of the Leased Premises is taken by any public authority under the power of eminent domain, then the term of this Lease will cease as of the day possession will be taken by such public authority and the rent will be paid up to that day with a proportionate refund by Landlord of such rent as may have been paid in advance.

**Section 7.2 Partial Condemnation.** If less than the whole, but more than twenty percent (20%) of the Leased Premises are taken under the power of eminent domain, Landlord and Tenant will each have the right to terminate this Lease upon ten (10) days prior written notice to the other and in such event, such termination will be effective upon the day possession of the Leased Premises will be required for public

use. Such notice will be given within thirty (30) days after such taking for public use. In the event neither party elects to terminate this Lease or less than twenty percent (20%) of the Leased Premises are so taken, Landlord will, at its own cost and expense, make all the necessary repairs and alterations to the Building and Leased Premises as to constitute the remaining premises a complete architectural unit; provided, however, that Tenant will, at Tenant's sole cost and expense repair and restore its trade fixtures, furnishings, operating equipment and personal property. In the event this Lease is not terminated, all of the terms herein provided will continue in effect except that the Base Rent will be reduced in proportion to the amount of the Leased Premises taken.

**Section 7.3 Landlord's and Tenant's Damages.** All damages awarded for such taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, will belong to and be the property of Landlord whether such damages will be rewarded as compensation for diminution in value to the leasehold or to the fee of the premises; provided, however, that Landlord will not be entitled to any award made to Tenant for loss of business, depreciation to, and cost of removal of trade fixtures, furnishings, operating equipment and personal property.

#### **Article 8- Destruction and Restoration**

**Section 8.1 Reconstruction of Damaged Premises.** In the event the Leased Premises will be partially or totally destroyed by fire or other casualty insured under the insurance carried by Landlord so as to become partially or totally untenable, then the damage to the Leased Premises will be promptly repaired, unless Landlord will elect not to rebuild as provided herein, and the Base Rent and Additional Rent will be abated in proportion to the amount of the Leased Premises rendered untenable. Landlord will be obligated to cause such repairs to be made, and any amount expended by Landlord in repairing the improvements to the Leased Premises in excess of the proceeds of insurance received by Landlord will not be repayable by Tenant to Landlord. Landlord will reconstruct the Leased Premises in a manner and at least a condition equal to that prior to its damage or destruction. In no event will Landlord be required to repair or replace Tenant's trade fixtures, furnishings, operating equipment and personal property. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant will repair or replace its trade fixtures, furnishings, operating equipment and personal property in a manner and at least a condition equal to that prior to its damage or destruction.

**Section 8.2 Right to Terminate.** If more than fifty percent (50%) of the leasable floor area of the Building in which the Leased Premises are located is destroyed by fire or other casualty, so as to become wholly untenable, then either party may give notice to the other in writing terminating this Lease. Notice of election to terminate this Lease shall be provided within thirty (30) days after such injury.

#### **Article 9- Receiving, Delivery, and Tenant Parking**

**Section 9.1 Receiving and Delivering Tenant's Merchandise and Disposition of Refuse.** All receiving and delivery of goods and merchandise and all removal of merchandise, supplies, equipment, garbage and refuse will be made only by way of the area provided therefor by Landlord. Tenant and Tenant's employees, agents and invitees will have the right, during the Term, to use such areas, in common with others entitled to the use thereof, subject to reasonable regulations as Landlord will make from time to time.

**Section 9.2 Parking Areas.** Landlord reserves the right, but is not obligated to designate portions of the parking area for the exclusive use of designated Tenants or occupants of the Building. Tenant, its employees, agents and visitors, will abide by all rules and regulations established or amended from time to time by Landlord for the safety, protection, cleanliness and use of the parking areas and common driveways, and for pedestrian and motor vehicle ingress and egress to the Building.

There shall be no outside storage of any licensed or unlicensed vehicles, equipment, trash receptacles, storage units, and/or trailers by tenant without Landlord's written permission and authorization. If tenant fails to remove any such unlicensed, unpermitted items, and/or unauthorized vehicle and/or trailers in accordance with the provisions of this lease, Landlord has the authority to have the items, vehicles and/or trailers removed from the parking area by landlord's representatives or private company. However, Landlord will have no obligation to police unauthorized use of any parking spaces.

#### **Article 10- Entry by Landlord**

**Section 10.1 Inspection and Exhibition.** Landlord and its representatives or designees, upon giving notice to Tenant, may enter the Leased Premises at reasonable hours for purpose of inspection and exhibition to prospective purchasers, lenders or tenants.

**Section 10.2 Key to Leased Premises.** Landlord will at all times have and retain a key with which to unlock all of the doors in, on or about the Leased Premises (excluding Tenant's file cabinets, vaults, safes and similar areas); and Landlord will have the right to use any and all means which Landlord may deem proper to open said doors in emergency in order to obtain entry to the Leased Premises, and any entry to the Leased Premises obtained by Landlord by any said means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Leased Premises or an eviction, actual or constructive, of Tenant from the Leased Premises, or any portion thereof. If Tenant changes keys to the premises, Tenant must use Landlord's preferred contractor, LKE Locksmiths or another service provider subject to Landlord's approval and any new keys must be on Landlord's Master Key system.

## **Article 11- Assignment and Subletting**

**Section 11.1 Assignment.** Tenant will not, without prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, assign, encumber or hypothecate this Lease or any interest herein. This Lease will not, nor will any interest herein, be assignable as to the interest of Tenant by operation of law without the written consent of Landlord. Upon the request of Landlord and in the event of an assignment or sublet, Tenant shall provide to Landlord a copy of all assignments, sub-leases and any other similar documents executed with regard to the leased premises. Landlord reserves right to explicitly not assign this Lease should status of Lease be in default for any reason or cause whatsoever according to article 12 of this Lease. Tenant must cure any such default according to the terms of article 12 for Lease assignment to take place.

**Section 11.2 Subletting.** Tenant will not, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion, sublease all or any part of the Leased Premises to any individual, partnership, corporation or other entity. In the event of a sublease, Tenant acknowledges that the terms of such sublease are at all times subordinate and subject to the terms of this Lease.

**Section 11.3 Controlled Corporations and Success-ors.** Tenant may assign this Lease or sublet the Leased Premises or any portion thereof, with Landlord's written consent, which will not be unreasonably withheld, to any corporation which controls, is controlled by, or is under common control or ownership with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant as a going concern of the business that is being conducted upon the Leased Premises, provided that said assignee assumes, in full, the obligations of Tenant under this Lease.

**Section 11.4 Tenant's Continuing Obligations.** No subletting or assignment, as provided for in Article 11 herein and in whatever form, will release Tenant from its primary liability to pay the rents and perform its other obligations under this Lease, unless the prior written consent of Landlord for a release of Tenant, is obtained. The acceptance of rent by Landlord from any other person will not be deemed a waiver by Landlord of any provision of this Lease. The consent of Landlord to one assignment will not be deemed to consent to any subsequent assignment. In the event of default of any of the terms hereof, Landlord may proceed directly against Tenant, any subtenant, assignee and/or successor.

## **Article 12- Default**

**Section 12.1 Default.** Tenant will be deemed to be in default of this Lease (a "Default") if: (i) Tenant fails to timely pay any installment of Base Rent or any other sum fees, or any other charges deemed as rent when due and payable, and such failure continues uncured for more than seven (7) days; (ii) if Tenant fails to perform or observe any other term of this Lease, and such failure continues for more than fifteen (15) days after written notice thereof from Landlord, and Tenant does not within such fifteen (15) day period commence with due diligence and dispatch to cure such default, or, having so commenced, thereafter fails or neglects to prosecute or complete with due diligence and dispatch to cure such default; (iii) if Tenant abandons or vacates the Leased Premises; (iv) if Tenant becomes bankrupt, insolvent or makes a general assignment for the benefit of creditors; (v) if a receiver or trustee is appointed for the assets of the Tenant, unless Tenant vacates such appointment within thirty (30) days after such appointment; or (vi) if this Lease or the leasehold interest of Tenant herein, or any portion thereof, is levied under any attachment or execution, unless such attachment or execution is vacated within ten (10) days after such levy; (vii) If tenant fails to abide by section 3.4 of this lease by not providing payment in a cashier's check or money order for rent or other fees after Landlord's request thereof, tenant will be considered in default of this lease.

**Section 12.2 Non-Curable Default.** The failure more than three times within a twelve (12) month period to make any payment of rental when due, shall be a non-curable default.

**Section 12.3 Landlord's Option to Terminate.** In the event of a Default, Landlord will have the option, upon seven (7) days written notice to Tenant, but not less than any required statutory period of notice, to terminate this Lease, and in the event such notice is given, this Lease will come to an end and expire upon the expiration of such notice period, but Tenant will remain liable for damages as provided herein.

**Section 12.4 Landlord's Right to Repossess.** In the event this Lease is terminated, or after the expiration of the Term, Landlord may reenter the Leased Premises, or any part thereof, by summary proceedings or other applicable action or proceeding under Michigan law, and may repossess the Leased Premises, evict Tenant and any other person or entity occupying the Leased Premises, and remove any and all of Tenant's, and such other occupant's property and effects from the Leased Premises.

**Section 12.5 Reletting of the Premises.** In the event of a Default, with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, at such rental or rentals and upon such conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine; provided, however, that Landlord will make a reasonable effort to obtain market rents and thus mitigate its damages. In the event of any such reletting, Landlord may make such repairs, replacements, alterations, additions, and improvements in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability.

**Section 12.6 Right to Cure Default.** In the event of a Default, or immediately if Tenant's breach of any provision of this Lease requires emergency action, Landlord may, but will not be required to, cure such default on behalf of Tenant, and sums expended or costs incurred by Landlord to cure such default will be deemed to be Additional Rent. Such action by Landlord will not waive or release Tenant from any of its obligations under this Lease.

**Section 12.7 Petition in Bankruptcy.** If following the filing of a petition by or against Tenant in a bankruptcy court, Landlord is not permitted to terminate this Lease as provided above because of the provisions of the United States Code relating to Bankruptcy, then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant agrees to promptly, but no later than sixty (60) days after petition by Landlord to the bankruptcy court, assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjournment of any petition to assume or reject this Lease by Landlord with such court. Tenant's, or the trustee's, failure to assume this Lease within such sixty (60) day period will be deemed a rejection. Landlord will immediately thereon be entitled to possession of the Leased Premises without further obligation to Tenant or the trustee, and this Lease will be terminated, except that Landlord's right to damages for Tenant's default will survive such termination. The time period limitations in this Section may be changed to meet the requirements of the applicable Bankruptcy Code provisions which are in effect at such time.

**Section 12.8 Assumption of Bankruptcy.** Tenant, or the trustee, may assume this Lease pursuant to bankruptcy proceedings only if it cures or provides adequate assurance that the trustee will promptly cure any default, it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and it provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant, or the trustee, will any existing default remain uncured for more than ten (10) days. Adequate assurance of future performance of this Lease will include, without limitation, adequate assurance of the source of payments required to be made by Tenant hereunder, and adequate assurance that assumption will not breach any provision of this Lease.

**Section 12.9 Damages.** In the event of a Default, Landlord will be entitled to recover from Tenant all installments of Base Rent, and other amounts due under this Lease, in arrears for the period of time in which Tenant was in possession of the Leased Premises. Thereafter, and for the remainder of the term of this Lease, Landlord will be entitled to recover from Tenant the amount by which unpaid Base Rent, and other amount which would have been earned by Landlord but for Tenant's default. In the event that Landlord is able to relet all or a portion of the Leased Premises, the proceeds of such reletting will be applied first to the payment of any indebtedness of Tenant to Landlord other than for Base Rent or other amounts due hereunder; second, to the payment of any reasonable costs of such reletting, including the costs of brokerage fees, attorney fees, court costs, and reasonable alterations and repairs of the Leased Premises; third, to the payment of Base Rent and other amounts due and unpaid by Tenant hereunder; and the residue, if any, will be held by Landlord and applied to payment of future Base Rent, and other amounts as the same may become due and payable by Tenant hereunder. If such amounts received from such reletting during any month are less than that to be paid by Tenant hereunder, or if Landlord is unable to relet the Leased Premises, Tenant will pay any such deficiency to Landlord. Such deficiency will be calculated and paid monthly.

**Section 12.10 Attorney's Fees.** If either party is forced to commence a lawsuit against the other party as a result of any breach or default by that party in the performance of any of the provisions of this Lease, including summary eviction proceedings, the non-prevailing party agrees to reimburse the prevailing party for all expenses incurred thereof, including reasonable attorney fees and court costs.

**Section 12.11 Landlord's Lien.** Tenant hereby grants to Landlord a lien and security interest as security for payment of all rental or any other charges now or hereafter payable by Tenant hereunder, upon all improvements, fixtures, and equipment within the Leased Premises, including all improvements, fixtures, and equipment now, or hereafter placed on or in the Leased Premises, to the full extent of Tenant's and any assignee's or subtenant's interest therein. Such lien shall include the right to prevent removal of said property from the Leased Premises and may be enforced, upon non-payment of rent or other charges as aforesaid, or any other default by Tenant hereunder, without notice to Tenant, unless notice is required by some other provision of this Lease, by the re-entry, taking and remedies upon default provided by law, including those set forth in the Uniform Commercial Code. Tenant shall and hereby agrees to provide upon request a list of creditors and indebtedness and otherwise do whatever may be necessary or appropriate to pass good and legal title under any sale, lease or other disposition as herein provided. The sale or retention under such lien shall be in addition to, any other remedies available to Landlord upon non-payment of rent or other charges under this Lease at law or in equity. Tenant shall execute any financing statements or other documents requested by Landlord in order to evidence or perfect such lien.

**Section 12.12 Cumulative Remedies.** Pursuit of any of the foregoing remedies will not preclude pursuit of any other remedies provided herein, or any other remedies available to Landlord at law or in equity.

## **Article 13- Miscellaneous**

**Section 13.1 Waiver.** One or more waivers of any covenant or condition by Landlord will not be construed as a waiver or a subsequent breach of the covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

**Section 13.2 Subordination and Attornment.** This Lease will be subordinate to any first mortgage or deed of trust that may hereafter be placed upon the Leased Premises 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 or trustee, named in said mortgages or trust deeds, will agree to recognize the

Lease of Tenant in the event of foreclosure if Tenant is not in default. Notwithstanding the foregoing, at the request of said mortgagee or trustee, this Lease may be made prior and superior to any mortgage or deed of trust. Tenant will, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

**Section 13.3 Notices.** Whenever under this Lease provision is made for notice of any kind, it will be deemed sufficient notice and service thereof if such notice to Tenant is in writing, addressed to Tenant at the post office address of Tenant specified in Section 1.1 of this Lease Agreement, or at the Leased Premises and sent by registered or certified mail with postage prepaid, and if such notice to Landlord is in writing, addressed to the post office address of Landlord specified in this Lease Agreement, and sent by registered or certified mail with postage prepaid.

**Section 13.4 Construction.** Nothing contained herein will be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or of 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, will be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same will include the plural, and the masculine gender will include the feminine and neuter genders. If any language is stricken or deleted from this Lease, such language will be deemed never to have appeared herein, and no other implications will be drawn therefrom.

**Section 13.5 Tenant's Cooperation with Landlord's Financing ( Estoppel Certificates).** In the event Landlord seeks to sell the Building or to obtain financing secured by mortgage against the Building, Tenant will furnish to Landlord, or Landlord's mortgagee or financial institution upon Landlord's request, and within seven (7) days of such request, a letter and/or estoppel certificate, addressed to Landlord, Purchaser and/or Landlord's mortgagee stating (but only if true), among other things, that the Leased Premises, have been satisfactorily completed as of the date of such letter and that Tenant has accepted possession subject to the terms of this Lease; the Commencement Date of this Lease, the expiration date of this Lease, and the date when rent payments commenced; that Tenant is current on its rent; and that Landlord and tenant are not in default under the terms of this Lease. Tenant will also provide such other information as the mortgagee or financial institution require.

Failure of TENANT to provide LANDLORD at the request of LANDLORD'S mortgagee or financial institution such letter as above described shall give LANDLORD the right to cancel this Lease upon five days' prior written notice to TENANT of such cancellation, and TENANT shall remain liable to LANDLORD for any damages sustained by LANDLORD because of such failure by TENANT.

**Section 13.6 Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated will be deemed to be other than on account of the earliest stipulated rent, nor will any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord will accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

**Section 13.7 Captions and Section Numbers.** The captions, section numbers, article numbers and table of contents 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 such section or articles of this Lease nor in any way affect this Lease.

**Section 13.8 Partial Invalidity.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance will, to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and each term, covenant or condition of this Lease will be valid and be enforced to the fullest extent permitted by law.

**Section 13.9 Effectiveness of Lease Agreement.** The submission of this Lease for examination does not constitute a reservation of or option for the Leased Premises, and this lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant.

**Section 13.10 Delays.** The time limits imposed by this Lease for the performance of work or other acts by the parties hereto will automatically be extended for additional periods of time equal to the time lost by the respective party, or such party's contractors and subcontractors, due to strikes or other labor troubles, governmental restrictions and limitations, scarcity, unavailability or delays in obtaining fuel, labor or materials, war or other national emergency, accidents, floods, defective materials, fire damage or other casualties, weather conditions, or any other cause beyond control of the respective party.

**Section 13.11 Entire Agreement.** This Lease and the Exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. No alteration, amendment, change or addition to this Lease will be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

**Section 13.12 Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto will extend to and bind the successors and assigns of the said parties.

**Section 13.13 Recording.** Tenant will not record this Lease without the written consent of Landlord. Landlord and Tenant will each, at the request of the other, execute a short form lease in recordable form which will omit all monetary terms hereof, which may be recorded.

**Section 13.14 Liens.** Tenant will not suffer or give cause for the filing of any lien against the Leased Premises or the Building. In the event a construction lien is filed against the Building, Leased Premises or Tenant's interest therein as the result of the work undertaken by Tenant to ready the Leased Premises for opening of Tenant's business or as a result of any repairs or alterations made by Tenant, Tenant will within thirty (30) days after receiving notice of such lien, discharge such lien either by payment of the indebtedness due the construction lien claimant or by filing a bond (as provided by statute) as security therefor. In the event Tenant will fail to discharge such lien, Landlord will have the right to procure such discharge by filing such bond, and Tenant will pay cost of such bond to Landlord as additional rent upon the day that rent will next be due hereunder.

**Section 13.15 Authority to Sign.** The undersigned party, agent or representative of any party to this Lease acknowledges, warrants and guarantees that he/she is duly authorized to execute this Lease on behalf of, and thereby bind, his/her respective entity or principal.

**Section 13.16 Inspections & Permits**

Unless otherwise specified, Tenant is responsible for all the costs & procuring of all municipal, county, and state agency permits relating to any inspections, construction, and occupancy of the demised premises. Tenant shall be responsible for obtaining certificates of occupancy necessary to occupy and conduct business in the premises.

**Section 13.17 Brokers/Commissions**

- a. Tenant represents that Tenant has dealt with and only with NO BROKERS and (whose commissions, if any, shall be paid by LANDLORD pursuant to a separate agreement) as brokers in connection with this Lease, and Tenant agrees to indemnify and hold harmless from all damages, liability and expense (including reasonable attorneys' fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its having introduced Tenant to the Premises or participating in the negotiation with Tenant of this Lease.
- b. Landlord shall not be held responsible any acts of negligence or omission by any broker resulting in the misrepresentation of premises or the premises' condition, character, dimensions, amenities, and/or operability. Tenant shall be responsible for its own verification of premises' such characteristics.

**Section 13.18 Submission of Lease & Previous Agreements**

Submission of this Lease or any previous oral or written informal agreements does not constitute any formal binding legal agreement to either party, be it prospective Tenant or Landlord. Only this Lease, formally and properly executed by both parties Landlord and Tenant, will constitute a binding agreement. All previous agreements, if any, between Landlord and Tenant, will be considered null and void and non-binding.

**Section 13.19 Additional Provisions**

**In Witness Whereof**, Landlord and Tenant have executed this Lease on the day and year below their signatures.

LANDLORD:

\_\_\_\_\_  
By: Gina Iacobelli  
Its: Co Manager  
Date: \_\_\_\_\_

TENANT: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:  
Date: \_\_\_\_\_



**EXHIBIT A**  
**FLOOR PLAN**

**EXHIBIT B**

**RENT SCHEDULE**

This Rent Schedule shall be attached and become part of the Lease dated \_\_\_\_\_, 2022  
between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”).

- Suite address:
- Approximate Square Footage: \_ \_\_\_\_\_

\*\* All of the terms, covenants and conditions of this Lease will apply during the option periods, except that the Base Rent will be adjusted as set forth on the above Option Term Rent Schedule.

**EXHIBIT C**

**Intentionally Omitted**

## EXHIBIT D

### RULES AND REGULATIONS

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

- (a) All major deliveries shall be made through the front or rear door of the Leased Premises. All front entrance and rear doors as well as delivery doors will be kept closed at all times except for the time of actual use for entrance, egress, or delivery.*
  - (b) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premised and the Office Building.*
  - (c) Except as may be provided in the Lease to the contrary, all trash and refuse shall be kept in approved containers and shall be placed outside of the premises prepared for collection. Tenant shall retain garbage and refuse removal service approved by Landlord, and expense of this service shall be borne by Tenant.*
  - (d) No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without, in each instance, the written consent of Landlord. Any aerial so installed without such written consent at any time shall become the property of Landlord at Landlord's option.*
  - (e) No exterior or interior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside the premises so as to be a disturbance or annoyance to other Tenants or the general public without the written consent of Landlord.*
  - (f) Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.*
  - (g) The outside areas including but not limited to sidewalks and landscaped area, immediately adjoining the premises shall be kept clean and free from debris, dirt, pallets, and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas, and further shall maintain the show windows and signs in a neat and clean condition. All windows treatments shall be subject to written approval of Landlord. Landlord minimum charge for cleaning any such rubbish, pallets, or obstruction will be \$500.00 per occurrence to be deemed as additional rent.*
  - (h) Tenant and Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by Landlord. Tenant agrees that neither he nor any of his agents or employees shall park in areas that hinder or obstruct access to the building or hinder or obstruct the access of other tenants to its respective leased premises.*
- There shall be no outside storage of any licensed or unlicensed vehicles and/or trailers by tenant without landlord's written authorization. If tenant fails to remove such unauthorized and/or unlicensed vehicles and/or trailers in accordance with the provisions of this lease, Landlord retains the authority to have the vehicles and/or trailers removed from the parking area either by landlord's agents or private company at tenant's sole expense. However, Landlord will have no obligation to police unauthorized use of any parking spaces.*
- There shall be no outside storage of any supplies, materials, inventory, discarded products, pallets, operable vehicles, inoperable plated or un-plated vehicles, trailers, equipment or any other unsightly and/or obtrusive items outside or about the premises.*
- (i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed. No foreign, toxic, or environmentally hazardous substance of any kind shall be thrown therein, and the expense of any clean up, breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.*
  - (j) Tenant shall use at Tenant's cost such pest extermination and at such intervals as may be required to maintain the premises in a sanitary condition.*
  - (k) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises or the Building premises.*
  - (l) There shall be no pets allowed in the premises, its common areas, or the parking lot without the written consent of the landlord.*
  - (l) Neither Tenant nor any employee or agent of Tenant shall solicit business in the parking area or other common areas, nor shall Tenant distribute any handbills or other advertising matter to automobiles parked in the Office Building, parking area or grounds without Landlord's prior written consent.*

- (m) *No roof mounted signs shall be permitted. Tenant shall not erect any roof, façade, window or ground mounted signage, lights, banners, flags, festoons, balloons nor any other promotional items or displays on the premises without Landlord's written permission. **LANDLORD** may remove any unapproved signage or displays without notice and restore the **DEMISED PREMISES**, and the cost of such removal and restoration shall be paid by **TENANT** to **LANDLORD** within ten (10) days after demand, as additional rent.*
- (n) *No video game machines allowed on or in the leased premises without Landlord's written consent.*
- (o) *Tenant shall hold no garage sales, estate sales, or public or private auctions at the premises, its common areas or parking lot.*
- (p) *All windows shall be covered with window treatments to the satisfaction of the Landlord. All window treatments shall be considered as a leasehold improvement.*

DATED: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_  
By: Gina Iacobelli  
Its: Co-manager

TENANT:

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

**EXHIBIT E**

**GUARANTY**

For the value received, and in consideration for, and as an inducement to, Landlord agreeing to enter into this Lease Agreement with Tenant, the undersigned, as Guarantor(s), jointly and severally, do hereby absolutely and unconditionally guarantee to Landlord, its successor and assigns, the prompt and full payment and satisfaction of all rental and other obligations which are to be performed by Tenant under this Lease Agreement. The Guarantor(s) hereby waive any notice of non-payment and agree that in the event of Tenant's default under the Lease, Landlord may proceed against the Guarantor before, after or simultaneously with proceedings against Tenant.

GUARANTOR:

\_\_\_\_\_

By:

Its:

Address:

Phone:

E-mail: