

OFFICE LEASE

This OFFICE LEASE ("Lease") is made and entered into as of \_\_\_\_\_ ("Effective Date"), by and between Landlord Name, a Landlord Entity Information ("Landlord"), and Tenant Name, a Tenant Entity Information ("Tenant").

1. Basic Lease Information.

1.01 The Building:

Ann Arbor, Michigan

1.05 Initial Rental Payment Amount:

\$0.00

1.06 Security Deposit:

\$0.00

1.02 The Premises: Suite

Approximate rentable square feet = As depicted on Exhibit A.

1.07 Use: General Office

and for no other purpose.

1.03 Term:

# full calendar months plus any partial calendar month at the beginning of the Term, commencing on the Commencement Date (defined below) and ending on the last day of the full calendar month after above time period has passed ("Termination Date"). The "Commencement Date" shall mean the date on which the Landlord delivers possession of the Premises to Tenant.

1.08 Landlord Work: None. As-is, where-is.

1.09 Broker(s):

Landlord Broker: Oxford Commercial LLC
Tenant Broker: N/A

1.04 Base Rent:

Table with 4 columns: From, To, \$/RSF/year, Monthly. Values: Commencement Date, Termination Date, \$30.00, \$0.00

1.10 "Notice Address(es)":

Landlord: Landlord Name, c/o Oxford Property Management, 777 E. Eisenhower Pkwy, Suite 850, Ann Arbor, MI 48108, Attn: Legal Department

With a copy to: Landlord Name, c/o Oxford Property Management, 777 E. Eisenhower Pkwy, Ste. 850, Ann Arbor, MI 48108, Attn: Property Manager

Tenant: Tenant Name

With a copy to: Tenant Name

1.11 "Business Day(s)": are Monday through Friday of each week, exclusive of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day ("Holidays"). "Building Service Hours" are 7:00 A.M. to 7:00 P.M. on Business Days and 7:00 A.M. to 1:00 P.M. on Saturdays, excluding Holidays (but may be different for freight elevator and/or loading dock purposes, if applicable).

1.12 "Landlord Work": None.

1.13 "Property" means the Building and the parcel(s) of land on which it is located and, at Landlord's discretion, any other improvements, serving, or operated in connection with, the Building and the parcel(s) of land on which they are located.

1.14 Additional Provisions: add Exhibits for Furniture and Cable, if any.

In addition to the Basic Lease Information in Article 1, the attached terms and conditions are incorporated into this Lease. Capitalized terms used below, but not defined, shall have the meanings set forth in Article 1.

Landlord and Tenant have executed this Lease as of the date first above written.

"Landlord" Landlord Name, a Landlord Entity information

"Tenant" Tenant Name, a Tenant Entity information

By: Jeff Hauptman

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

Its: Manager OR Authorized Agent (Nickels; 301; Circle Partners; Eisenhower Assoc.; GVA)

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

2. **Lease Grant.**

Upon full execution and delivery of this Lease, Landlord leases the Premises to Tenant, together with the right to use any portions of the Property that are designated by Landlord for the common use of tenants and others (the “**Common Areas**”), during the Term.

3. **Adjustment of Commencement Date; Possession.**

Tenant accepts the Premises in its “**AS IS**” condition and configuration without any representations or warranties by Landlord. Tenant shall take possession of the Premises upon delivery by Landlord. By taking possession of the Premises, Tenant agrees that the Premises are in good order and satisfactory condition and that Landlord has no obligation to perform any work (“**Landlord Work**”) in the Premises, the Building, or the Property, or otherwise prepare the Premises for Tenant’s occupancy. Promptly after delivery of possession, the parties shall execute a premises acceptance letter confirming the Commencement Date. Tenant’s failure to respond with requested revisions or execute the premises acceptance letter, within 10 days, shall be deemed an approval by Tenant of the statements contained in the premises acceptance letter.

4. **Rent.**

4.01 Tenant shall pay Landlord, without any setoff or deduction, all Base Rent and Additional Rent due for the Term (collectively referred to as “**Rent**”). “**Additional Rent**” means all sums (exclusive of Base Rent) that Tenant is required to pay Landlord under this Lease. Base Rent shall be due and payable, pursuant to the schedule set forth in Section 1.04 above, in advance on the first day of each month without notice or demand. All other items of Rent shall be due and payable by Tenant within 30 days after billing by Landlord. The method of Rent payments shall be made in accordance with Landlord’s written instructions. Landlord’s acceptance of less than the full amount of Rent shall be, in Landlord’s discretion, considered a payment on account of the oldest obligation due from Tenant, then to any current Rent then due, regardless of any statement to the contrary accompanying any payment from Tenant. Acceptance of partial payment of Rent shall not be deemed a waiver of Landlord’s right to the full amount due. No endorsement or statement on a check or letter accompanying payment shall be considered an accord and satisfaction. Tenant’s covenant to pay Rent is independent of every other covenant in this Lease.

4.02 If Tenant does not pay any Rent within 5 days of the date due, Tenant shall pay Landlord an administration fee in the amount of 15% of the past due Rent payment, or the maximum legal rate. Tenant shall pay Landlord a \$200.00 fee for any checks returned by Tenant’s bank for any reason.

4.03 Tenant shall pay all personal property taxes, if any, assessed against or levied upon its occupancy of the Premises or upon the fixtures, furnishings, equipment, and all other personal property of Tenant located in the Premises.

5. **Compliance with Laws; Use.**

The Premises shall be used for the Permitted Use and for no other use whatsoever. Tenant shall comply, and shall cause all of the Tenant Related Parties to comply, with all laws, statutes, codes, ordinances, orders, rules and regulations of any municipal or governmental entity whether in effect now or later, including, without limitation, the Americans with Disabilities Act (“**Law(s)**”), regarding the operation of Tenant’s business and the use, condition, configuration and occupancy of the Premises. Tenant shall not exceed the standard density limit for the Building, as determined by Landlord. Tenant shall comply (and cause the Tenant Related Parties and their respective contractors and vendors to comply) with the rules and regulations of the Building as adopted by Landlord from time to time.

6. **Security Deposit.**

The Security Deposit shall be delivered to Landlord upon Tenant’s execution of this Lease and held by Landlord, without interest, as security for the full performance of all Tenant’s obligations under this Lease. During the Term, Landlord may use the Security Deposit to satisfy past due Rent or to satisfy any other obligation, loss or damage resulting from Tenant’s breach under this Lease. If Landlord uses any portion of the Security Deposit during the Term, Tenant, within 5 days after demand, shall restore the Security Deposit to its original amount. Landlord shall return any unapplied portion of the Security Deposit to Tenant within 60 days after the Termination Date. Landlord may assign the Security Deposit to a successor or transferee and, following the assignment, Landlord shall have no further liability for the return of the Security Deposit.

7. **Building Services, Signage, and Janitorial.**

7.01 Landlord shall furnish Tenant with the following services: (a) water; (b) seasonal heat and air conditioning during Building Service Hours at reasonable temperatures, in Landlord’s sole discretion; (c) janitorial service to the Premises and Common Areas on Business Days in accordance with Landlord’s standard cleaning specifications; (d) elevator service and, if there is a freight elevator or loading area available for Tenant’s use, Tenant shall have the right to use the same subject to availability and Landlord’s standard charge for such use; (e) electricity; and (f) access to the Building for Tenant and its employees 24 hours per day/7 days per week, subject to the terms of this Lease and such protective services or monitoring systems, if any, as Landlord may reasonably impose, including, without limitation, sign-in procedures and/or use of card keys. If Landlord, at Tenant’s request, elects to provide any services which are not Landlord’s express obligation under this Lease, Tenant shall pay Landlord the cost of providing such service plus an administrative fee in the amount of 15%.

7.02 Landlord shall not be liable to Tenant in any way for the failure or interruption of any utility or service (“**Service Failure**”), nor shall a Service Failure constitute a constructive eviction of Tenant, give rise to an abatement of Rent, nor relieve Tenant from the obligation to fulfill any covenant of this Lease. Tenant agrees that Landlord shall not be liable to Tenant for any loss or damage, including the theft of Tenant’s Property (defined below), in connection with the failure of any security services, personnel, or equipment, or the breach or failure of any data, computer or telecommunication network, equipment, system or infrastructure (collectively, “**Data Systems**”).

7.03 Landlord, at Tenant’s cost, shall install Building standard tenant identification signage at the entrance to the Premises, and on the directory in the Building lobby, if any.

8. **Leasehold Improvements.**

All Premises improvements and Alterations (defined in Section 9.03) (collectively, “**Leasehold Improvements**”) shall remain upon the Premises at the end of the Term. However, Tenant, at its expense, shall remove any electronic, fiber, phone, or data cabling, and related equipment (collectively “**Cable**”), that is installed by Tenant, for the exclusive benefit of Tenant, if any. Removal shall be in compliance with the National Electric Code or other applicable Law. Any Cable installed by, or on behalf of Landlord, shall remain upon the Premises at the end of the Term.

9. **Repairs and Alterations.**

9.01 Tenant shall keep the Premises in as good order and condition as it was in as of the Commencement Date, reasonable wear and tear, excepted. Tenant shall periodically inspect the Premises to identify any conditions that are dangerous or in need of maintenance or repair. Tenant shall promptly provide Landlord with notice of any such conditions.

9.02 Except as provided in Article 16, Article 17, and except for acts of negligence or willful misconduct of Tenant or Tenant Related Parties, Landlord shall maintain in good repair and working order, and perform within a commercially reasonable time period necessary maintenance, repairs, and replacements upon the Premises and Building, at its sole expense, reasonable wear and tear excepted.

9.03 Tenant shall not make alterations, repairs, additions or improvements, or install any Cable (collectively referred to as “**Alterations**”) without first obtaining the written consent of Landlord in each instance, in Landlord’s sole discretion.

10. **Entry by Landlord.**

Landlord and the Landlord Related Parties may enter the Premises to inspect, show or clean the Premises or to perform or facilitate the performance of repairs, alterations, or additions to the Premises or any portion of the Building or to perform any of its obligations or exercise any of its rights under this Lease. Except in emergencies or to provide Building services, Landlord shall provide Tenant with reasonable prior written or verbal notice of entry and shall use reasonable efforts to minimize any interference with Tenant’s use of the Premises. If necessary, Landlord may temporarily close all or a portion of the Premises to perform repairs, alterations,

or additions. However, except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and/or after Building Service Hours on Business Days. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement of Rent.

#### 11. Assignment and Subletting.

Tenant shall not assign (by operation of Law or otherwise), transfer or encumber any interest in this Lease or sublease or allow any third party to use any portion of the Premises (collectively or individually, a “**Transfer**”). Any Transfer in violation of this Section shall, at Landlord’s option, be deemed a Default by Tenant as described in Article 18 and shall be voidable by Landlord. In no event shall any Transfer, release or relieve Tenant from any obligation under this Lease, and Tenant shall remain primarily liable for the performance of the tenant’s obligations under this Lease, as amended from time to time.

#### 12. Liens.

Tenant shall not permit any lien to be placed upon the Premises, Building, or Property. If Tenant violates this provision, Tenant shall be deemed in Default (without any further notice or opportunity to cure). In addition to any other remedies available to Landlord, Landlord may bond, insure over, or otherwise discharge the lien. Tenant shall reimburse Landlord for any amount paid by Landlord, including reasonable attorneys’ fees.

#### 13. Indemnity and Waiver of Claims.

Tenant agrees to indemnify, defend and hold Landlord and its trustees, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (defined in Article 23) and agents (the “**Landlord Related Parties**”) harmless from and against all claims, charges, liabilities, obligations, penalties, causes of action, liens, damages, costs and expenses, including, without limitation, reasonable attorneys’ fees and other professional fees (to the extent permitted by Law) (collectively, “**Claims**”) for property damage, personal injury or any other matter arising, claimed, charged or incurred against or by Landlord or any of the Landlord Related Parties in connection with or relating to any event, condition, matter or thing which (a) occurs in, at or about the Premises from any cause, except to the extent due to the gross negligence or willful misconduct of Landlord or any of the Landlord Related Parties, or (b) occurs in, at or about the remainder of the Property to the extent due to the negligence or willful misconduct of Tenant or any of its trustees, members, principals, beneficiaries, partners, officers, directors, employees and agents (the “**Tenant Related Parties**”) and together with the Landlord Related Parties, the “**Related Parties**”), or (c) is caused by or relates to any default, breach, violation or non-performance by Tenant of any provision of this Lease. Landlord shall indemnify, defend and hold Tenant and the Tenant Related Parties harmless from and against any and all Claims for property damage, personal injury or any other matter arising, claimed, charged or incurred against or by Tenant or any of the Tenant Related Parties in connection with or relating to any event, condition, matter or thing which occurs in, at or about the Property to the extent due to the negligence or willful misconduct of Landlord or any of the Landlord Related Parties. Regardless of anything to the contrary contained in this Lease, by signing this Lease Tenant waives all claims against and releases Landlord and the Landlord Related Parties from all claims for any injury to or death of persons, damage to property or business loss in any manner related to (i) Force Majeure, (ii) acts of third parties, (iii) the bursting or leaking of any tank, water closet, drain or other pipe, (iv) the inadequacy or failure of any security or protective services, personnel or equipment (if any), (v) the breach or failure of any Data Systems, or (vi) any other cause except the gross negligence or intentional or willful misconduct of Landlord.

#### 14. Insurance.

Tenant, shall maintain the following insurance (“**Tenant’s Insurance**”) with a deductible not to exceed \$1,000.00: (a) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing, on an occurrence basis, a minimum limit of \$5,000,000.00, with a host liquor liability endorsement; (b) Property and Business Income Coverage Insurance written on an All Risk or Special Cause of Loss Form, including flood, earthquake and water damage of all types, including sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of Tenant’s business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the Premises (“**Tenant’s Property**”) and all Leasehold Improvements in the Premises; (c) Workers’ Compensation Insurance in amounts required by Law; (d) Employers Liability Coverage of at least \$1,000,000.00 per occurrence; (e) business interruption insurance with limits not less than those carried by a prudent tenant. Any company writing Tenant’s Insurance shall have an A.M. Best rating of not less than A-X. All Commercial General Liability Insurance policies shall name as additional insureds (pursuant to the form of additional insured endorsement providing the broadest possible coverage for the additional insureds) the following: Oxford Property Management, LLC, the managing agent for the Building, and Landlord, and their respective successors and assigns and, with respect to such parties, their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord and its successors and assigns as the interest of such designees shall appear (the “**Additional Insureds**”). In addition, Landlord shall be named as a loss payee with respect to Tenant’s Property Insurance on the Leasehold Improvements. Tenant and Tenant’s insurer shall give Landlord and its designees at least 30 days’ advance written notice of any cancellation, termination, material change or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant’s Insurance prior to the Commencement Date, and thereafter as necessary to assure that Landlord always has current certificates evidencing Tenant’s Insurance. Tenant’s insurance shall be primary and any insurance carried by the Additional Insureds shall be excess and non-contributory. Required limits may be provided by a combination of primary and/or excess or umbrella policies provided that all other terms and conditions of this Section are complied with. Tenant shall not have any self-insured retention or self-insure for the coverages required under this Lease. Except as specifically provided to the contrary, the limits of Tenant’s Insurance shall not limit its liability under this Lease. In the event Tenant’s occupancy or operation causes any increase of premiums for the property coverage and/or casualty rates on the Premises or Building or any part thereof or causes any increase in the premiums for any other insurance policy that may be carried by Landlord above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premium with respect to such insurance policies by reason thereof within 10 days following the billing thereof as Additional Rent. So long as the same is available at commercially reasonable rates, Landlord shall maintain so called All Risk property insurance on the Building at replacement cost value as reasonably estimated by Landlord, together with such other insurance coverage as Landlord, in its reasonable judgment, may elect to maintain. Landlord may self-insure for the insurance coverage required to be maintained by Landlord hereunder.

#### 15. Subrogation.

Regardless of anything contained in this Lease to the contrary, Landlord and Tenant waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claims, actions or causes of action against the other, and the other’s Related Parties, for any loss or damage with respect to Tenant’s Property, Leasehold Improvements, the Building, the Premises, or any contents thereof, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance. Landlord and Tenant shall each cause their property insurance policies to be properly endorsed to reflect the insurer’s waiver of its rights of subrogation. For the purposes of this waiver, any deductible with respect to a party’s insurance shall be deemed covered by and recoverable by such party under valid and collectable policies of insurance.

#### 16. Casualty Damage.

16.01 If any portion of the Premises becomes untenantable by fire or other casualty to the Premises or the Common Areas (collectively a “**Casualty**”), Landlord, by written notice to Tenant within 30 days after the date of the Casualty, shall have the right to terminate this Lease.

16.02 If this Lease is not terminated, Landlord shall promptly, subject to reasonable delays for insurance adjustment or other matters beyond Landlord’s reasonable control, complete the repairs and restoration of the Premises and any Common Areas necessary to provide access to the Premises (“**Landlord’s Restoration Work**”). Landlord shall not be liable for any inconvenience to Tenant, or injury to Tenant’s business resulting in any way from the Casualty or the repair thereof. Provided that Tenant is not in Default, during any period of time that all or a material portion of the Premises is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the Premises that is untenantable and not used by Tenant. Such Rent abatement shall end on the date Landlord has substantially completed Landlord’s Restoration Work. Landlord and Tenant waive the provisions of any Law relating to the matters addressed in this Article 16, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

#### 17. Condemnation.

Either party may terminate this Lease if more than 50% of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or private purchase in lieu thereof (a “**Taking**”). Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building or Property which would have a material adverse effect on Landlord’s ability to profitably operate the remainder of the Building. The terminating party shall provide written notice of termination to the other party within 30 days after it first receives notice of the Taking. The termination shall be effective as of the effective date of any order granting possession to, or vesting legal title in, the condemning authority. If this Lease is not terminated, Base Rent shall be appropriately adjusted to account for any reduction in the square footage of the Premises. All compensation awarded for a Taking shall be the property of Landlord. The right to receive compensation or proceeds is expressly waived by Tenant, provided, however, Tenant may file a separate claim for Tenant’s Property and Tenant’s reasonable relocation expenses, provided the filing of the claim does not diminish the amount of Landlord’s award. If only a part of the Premises is subject to a Taking and this Lease is not terminated, Landlord, with reasonable diligence, will restore the remaining portion of the Premises as nearly as practicable to the condition immediately prior to the Taking.

18. **Default.**

In addition to any other default specifically described in this Lease, each of the following occurrences shall be a "Default": (a) Tenant's failure to pay any portion of Rent within five (5) days of due date ("Monetary Default"); (b) Tenant's failure (other than a Monetary Default) to comply with any term, provision, condition or covenant of this Lease, if the failure is not cured within 30 days after written notice to Tenant, unless Tenant's failure to comply creates a hazardous condition, the failure must be cured immediately upon written notice to Tenant; (c) Tenant permits a Transfer without Landlord's required approval or otherwise in violation of Article 11 of this Lease; (d) Tenant becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts when due or forfeits or loses its right to conduct business; (e) the leasehold estate is taken by process or operation of Law; (f) Tenant is in default beyond any notice and cure period under any other lease or agreement with Landlord at the Building or Property. If Landlord provides Tenant with written notice of Tenant's failure to comply with any specific provision of this Lease, Tenant's subsequent violation of such provision shall be an incurable Default by Tenant. All notices sent under this Section shall be in satisfaction of, and not in addition to, notice required by Law.

19. **Remedies.**

19.01 Upon Default, Landlord shall have the right to pursue any of the following remedies:

(a) Terminate this Lease, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with Law, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Tenant shall pay Landlord, on demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. "Costs of Reletting" shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant.

(b) Terminate Tenant's right to possession of the Premises, without terminating this Lease, and, in compliance with Law, remove Tenant, Tenant's Property and any parties occupying the Premises, in which case Tenant shall immediately surrender the Premises to Landlord. Landlord may (but, except to the extent required by Law, shall not be obligated to) relet all or any part of the Premises, without notice to Tenant, for such period of time and on such terms and conditions (which may include concessions, free rent and work allowances) as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Tenant shall pay Landlord on demand all past due Rent, all Costs of Reletting and any deficiency arising from the reletting or failure to relet the Premises. In no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled in any suit for the collection of damages pursuant to this Section 19.01 or to a credit in respect of any net rents from a re-letting. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent. The re-entry or taking of possession of the Premises shall not be construed as an election by Landlord to terminate this Lease.

19.02 In lieu of calculating damages under Section 19.01, Landlord may elect to receive as damages the sum of (a) all Rent accrued through the date of termination of this Lease or Tenant's right to possession, and (b) the total Rent that Tenant would have been required to pay for the remainder of the Term discounted to present value at the prime rate then in effect.

19.03 If Tenant is in Default of any of its non-monetary obligations under this Lease, Landlord shall have the right to perform such obligations, with 2 days prior written notice (except in the case of any dangerous condition or emergency, in which case no notice shall be required). Tenant shall reimburse Landlord for the cost of such performance upon demand together with an administrative charge equal to 15% of the cost of the work performed by Landlord.

19.04 Tenant waives all rights of redemption and all rights to relief from forfeiture under any Laws. The repossession or re-entering of any part of the Premises shall not relieve Tenant of its obligations under this Lease. Receipt by Landlord of Tenant's keys to the Premises shall not constitute an acceptance or surrender of the Premises. No right or remedy of Landlord shall be exclusive of any other right or remedy. Each right and remedy shall be in addition to any other right and remedy available to Landlord at Law or in equity.

20. **Limitation of Liability.**

THE LIABILITY OF LANDLORD HEREUNDER SHALL BE LIMITED TO THE INTEREST OF LANDLORD IN THE BUILDING, SUBJECT TO THE RIGHTS OF ANY MORTGAGEE AND TO LANDLORD'S RIGHT TO USE ANY INSURANCE AND CONDEMNATION PROCEEDS FOR THE PURPOSES OF REPAIRING AND RESTORING THE BUILDING AND THE PROPERTY) (THE "LANDLORD'S EQUITY INTEREST"). TENANT SHALL LOOK SOLELY TO LANDLORD'S EQUITY INTEREST FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD OR ANY LANDLORD RELATED PARTY. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY JUDGMENT OR DEFICIENCY, AND IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTY BE LIABLE TO TENANT FOR ANY LOST PROFIT, DAMAGE TO OR LOSS OF BUSINESS OR ANY FORM OF SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE. BEFORE FILING SUIT FOR AN ALLEGED DEFAULT BY LANDLORD, TENANT SHALL GIVE LANDLORD AND THE MORTGAGEE(S) WHOM TENANT HAS BEEN NOTIFIED HOLD MORTGAGES (DEFINED IN ARTICLE 23 BELOW), NOTICE AND REASONABLE TIME TO CURE THE ALLEGED DEFAULT. IN ADDITION, TENANT ACKNOWLEDGES THAT ANY ENTITY MANAGING THE BUILDING OR PROPERTY ON BEHALF OF LANDLORD, OR WHICH EXECUTES THIS LEASE AS AGENT FOR LANDLORD, IS ACTING SOLELY IN ITS CAPACITY AS AGENT FOR LANDLORD AND SHALL NOT BE LIABLE FOR ANY OBLIGATIONS, LIABILITIES, LOSSES, DAMAGES OR CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, ALL OF WHICH ARE EXPRESSLY WAIVED BY TENANT.

21. **Relocation.**

Landlord shall have the right upon giving Tenant at least 30 days prior written notice, to provide and furnish Tenant with space elsewhere in the Building of approximately the same size as the Premises ("Substitute Premises"), and to remove and place Tenant in the Substitute Premises, with Landlord paying all reasonable costs and expenses incurred as a result of such removal of Tenant. In such event, the Lease will be deemed amended to show that the monthly Base Rent payable hereunder shall be increased or decreased, as the case may be, by the product of the Base Rent being paid per rentable square foot pursuant to this Lease and the difference in the number of rentable square feet of the Substitute Premises as compared to the number of rentable square feet of the Premises.

22. **Holding Over.**

If Tenant fails to surrender all or any part of the Premises at the termination of this Lease, occupancy of the Premises after termination shall be that of a tenancy at sufferance, on a month-to-month basis. Tenant's occupancy shall be subject to all the terms and provisions of this Lease, and Tenant shall pay an amount (on a per month basis without reduction for partial months during the holdover) equal to 200% (the "Holdover Percentage") of the sum of the Base Rent due for the period immediately preceding the holdover. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise. Tenant shall be additionally liable for all damages that Landlord suffers from the holdover. In addition, provided Landlord sent 30 days' prior written notice to quit to Tenant, Tenant shall be liable for consequential damages that Landlord suffers from the holdover.

23. **Subordination to Mortgages; Estoppel Certificate.**

Tenant accepts this Lease subject to and inferior in priority, authority, and control, to any mortgage(s), deed(s) of trust, ground lease(s) and other lien(s) now existing or subsequently arising upon the Premises, the Building or the Property, and to renewals, modifications, refinancings and extensions thereof (collectively referred to as a "Mortgage"). The party having the benefit of a Mortgage shall be referred to as a "Mortgagee". This clause shall be self-operative, but upon request from a Mortgagee, Tenant shall execute a commercially reasonable agreement in favor of the Mortgagee agreeing to the terms of this Article. As an alternative, a Mortgagee shall have the right at any time to make its Mortgage inferior in priority to this Lease. Upon request, Tenant, without charge, shall acknowledge and agree to be the tenant, and be obliged under this Lease, to any successor to Landlord's interest in this Lease. Tenant shall, within 10 days after receipt of a written request from Landlord, execute and deliver an estoppel certificate, on Landlord's form, to those parties as are reasonably requested by Landlord (including a Mortgagee or prospective purchaser). Such estoppel certificate may include a certification as to the status of this Lease, the existence of any defaults, and the date to which Rent has been paid.

24. **Notice.**

All notices shall be in writing and delivered by registered or certified mail, with return receipt requested or sent by overnight courier service at the party's respective Notice Address(es) set forth in Section 1.10; provided, however, notices sent by Landlord regarding general Building operational matters may be posted in the Building or sent via e-mail to the e-mail address provided by Tenant to Landlord for such purpose. Each notice shall be deemed to have been received on the earlier to

occur of actual delivery or 3 days after notice is sent. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party 10 days prior written notice of the new address.

25. **Surrender of Premises.**

At the termination of this Lease, Tenant shall comply with Article 8 hereof and shall remove Tenant's Property from the Premises, and surrender the Premises to Landlord, broom clean, and in good order, condition and repair, ordinary wear and tear excepted. If Tenant fails to remove any of Tenant's Property, Landlord shall not be responsible for the value, preservation or safekeeping of Tenant's Property, and may deem Tenant's Property to be abandoned and, may dispose of Tenant's Property in any manner Landlord deems appropriate.

26. **Miscellaneous.**

26.01 This Lease shall be interpreted and enforced in accordance with the Laws of the State of Michigan. Landlord and Tenant irrevocably consent to the jurisdiction and proper venue of the State of Michigan. If any provision of this Lease shall to any extent be void or unenforceable, the remainder of this Lease shall not be affected. The headings to the sections of this Lease shall have no effect on the interpretation of this Lease. If Tenant is comprised of more than one party, the obligations imposed upon Tenant shall be joint and several obligations of all the parties. Tenant represents and warrants to Landlord that each individual executing this Lease on behalf of Tenant is authorized to do so on behalf of Tenant and that the entity(ies) or individual(s) constituting Tenant or which may own or control Tenant or which may be owned or controlled by Tenant are not and at no time will be (i) in violation of any Laws relating to terrorism or money laundering, or (ii) among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tillsdn.pdf> or any replacement website or other replacement official publication of such list. A breach by Tenant of the foregoing representation or warranty contained in this Section 26.01 will constitute an immediate and incurable Default.

26.02 In any action or proceeding between Landlord and Tenant, including any appellate or alternative dispute resolution proceeding, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses in connection with the action or proceeding, including, reasonable attorneys' fees actually incurred. **TENANT WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BASED ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND ANY EMERGENCY, STATUTORY, OR ANY OTHER STATUTORY REMEDY. TENANT WAIVES THE CLAIM OF SETOFF, RECOUPMENT, OR DEDUCTION FOR RENT, AND WAIVES THE RIGHT TO FILE ANY COUNTERCLAIMS OR CROSS-CLAIMS (OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS-CLAIMS) IN ACTIONS FOR RECOVERY OF POSSESSION OF THE PREMISES ONLY.** No failure by either party to declare a default immediately upon its occurrence, nor any delay by either party in taking action for a default, nor Landlord's acceptance of Rent with knowledge of a default by Tenant, shall constitute a waiver of the default, nor shall it constitute an estoppel.

26.03 Whenever a period of time is prescribed for the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by the number of days that the performance is actually delayed due to strikes, lockouts, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of God, shortages of labor or materials, war, terrorist acts or breach or failure of any Data Systems, pandemics, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). The party entitled to such extension shall give written notice to the other party as soon as possible of its claim to such extension and the reason(s). However, events of Force Majeure shall not extend any period of time for the payment of Security Deposit or Rent or other sums payable by either party or any period of time.

26.04 Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and Property. Upon transfer, Landlord shall be released from any further obligations pursuant to this Lease and Tenant agrees to look solely to the successor in interest of Landlord for the performance of such obligations. If Landlord is requested to produce the following information in connection with a proposed financing or sale, then Tenant, within 15 days after request, shall provide Landlord with a current financial statement and such other information as Landlord may reasonably request in order to create a "business profile" of Tenant and determine Tenant's ability to fulfill its obligations under this Lease.

26.05 Landlord has delivered a copy of this Lease to Tenant for Tenant's review only and the delivery of it does not constitute an offer to Tenant or an option. Tenant represents that it has dealt directly with and only with the Tenant's Broker (as defined in Section 1.09) as a broker representing Tenant in connection with this Lease. Tenant shall hold Landlord harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Lease.

26.06 Time is of the essence with respect to all of the provisions of this Lease. Tenant agrees that Tenant may acknowledge only the existence of this Lease by and between Landlord and Tenant, that Tenant may not disclose any of the terms and provisions contained in this Lease to any tenant or other occupant in the Building or to any agent, employee, subtenant or assignee of such tenant or occupant, and Tenant also shall cause the Tenant Related Parties (including, without limitation, its brokers) to comply with the restrictions set forth in this sentence. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns. The terms and provisions of the preceding sentence shall survive the termination of this Lease (whether by lapse of time or otherwise).

26.07 Tenant's obligations under Sections 4, 8, 12, 13, 15, 19, 20, 22, 25 and 26.10 shall survive the termination of this Lease. In addition, the expiration of the Term, whether by lapse of time, termination or otherwise, shall not relieve either party of any obligations which accrued prior to or which may continue to accrue after the expiration or termination of this Lease.

26.08 Tenant may peacefully have, hold and enjoy the Premises, subject to the terms of this Lease and to all Mortgages and other matters of record from time to time, provided Tenant pays the Rent and fully performs all of its covenants and agreements. This covenant shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building.

26.09 The circumstances under which Landlord may temporarily close the Building shall include, without limitation, electrical interruptions, pandemics, regional health risks, governmental ordered closures, tornados, and civil disturbances. A closure of the Building under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of Rent.

26.10 Tenant shall comply with and assume responsibility and liability under all Environmental Laws applicable to occupancy or use of or operations at the Premises by Tenant and the Tenant Related Parties and their respective contractors and vendors. Tenant shall promptly notify Landlord in writing of (a) any violation of Environmental Laws relating to the Premises, or (b) the escape, release or threatened release of any Hazardous Materials in, at or about the Premises. Tenant shall at no time use, analyze, generate, manufacture, produce, transport, store, treat, release, dispose of or permit the escape of, or otherwise deposit in, at or about the Premises or the Property, any Hazardous Materials, or permit or allow any of the Tenant Related Parties or their respective contractors or vendors to do so. If Tenant or any of the Tenant Related Parties or their respective contractors or vendors violates the provisions of this Section 26.10, in addition to Landlord's other rights and remedies in the case of such default, Tenant shall be responsible, at its sole cost, for the removal and disposal, in compliance with Environmental Laws, of any Hazardous Materials present at or emanating from the Property as a result of such violation and for the repair and restoration of any damage to the Property caused by the violation(s) of any provision(s) of this Section 26.10, or for the removal and disposal of such Hazardous Materials (or, at Landlord's option, Landlord may perform such work, at Tenant's sole cost). As used in this Lease, the term "**Environmental Laws**" shall mean any and all federal, state and local laws, regulations, ordinances, codes and policies, and any and all judicial or administrative interpretations thereof by governmental authorities, as now in effect or hereinafter amended or enacted, relating to (i) pollution or protection of the environment, natural resources or health and safety; including, without limitation, those regulating, relating to, or imposing liability for emissions, discharges, releases or threatened releases of Hazardous Materials into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, release, transport or handling of Hazardous Materials; and (ii) the use of chemical, electrical, radiological or nuclear processes, radiation, sophisticated electrical and/or mechanical equipment, sonar and sound equipment, lasers, and laboratory analysis and materials, and the term "**Hazardous Materials**" shall mean any and all substances, chemicals, wastes, sewage or other materials that are now or hereafter regulated, controlled or prohibited by any Environmental Laws.

26.11 This Lease may be executed in counterparts. This Lease may be executed by electronic signature, including electronically produced signatures and scanned versions of an original signature, which shall be considered as an original signature for all purposes.

26.12 This Lease constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Premises. Neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be modified only by a written agreement signed by an authorized representative of Landlord and Tenant. Tenant shall not record this Lease or any memorandum or notice without Landlord's prior written consent.

**EXHIBIT A**

**OUTLINE AND LOCATION OF PREMISES**