LEASE

This Lease is made as of **August 12, 2019** by and between **Meg Investment, Inc.** having an address at 38505 Woodward Ave., Suite 280, Bloomfield Hills, MI 48304, the Lessor, hereinafter designated as the Landlord, and **Midwest Association of Housing Cooperatives, Inc.**, having an address of 37140 Goddard Street, Romulus, MI 48178, the Lessee, hereinafter designated as the Tenant.

Article 1. Description. WITNESSETH: Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant the following described premises: a store unit consisting of approximately **1,004 square feet** of ground floor, gross leasable area with an address of **10882 Beech-Daly Road, Taylor, MI** (herein the "Premises" or "Leased Premises"), within the shopping center known as **Beech-Daly/Goddard Shopping Center** ("Shopping Center"). The square footage of the Leased Premises is measured to the centerline of common walls and to the exterior of outside walls. The Leased Premises is for the first floor only, not any mezzanine levels.

Article 2. Term, Rent and Option. For the initial term of approximately five **(5) years and two (2) months** beginning on August 12, 2019 and continuing through and including **August 31, 2024**, Tenant shall pay to Landlord as rent for the Leased Premises, in lawful money of the United States, equal monthly installments payable in advance upon the first day of each and every month the base minimum rent as follows as:

From October 12, 2019 through and including September 30, 2021 the monthly base minimum rent shall be $798.60 per month.

From October 12, 2021 through and including September 30, 2024 the monthly base minimum rent shall be $848.60 per month.

The Lease Commencement Date shall be August 9, 2019. Subject to the provisions and limitations set forth below, Tenant may, however, occupy the Leased Premises beginning on August 12, 2019 through and including October 11, 2019 [the "Free Rent Period" ("FRP")] without paying the minimum base rent or its proportionate share of the tax, insurance and maintenance charges (the "triple net" charges). Beginning on October 12, 2019 Tenant shall pay both its base minimum rent AND its proportionate share of the "triple net" charges all as more fully provided in Article 24 of this Lease. Notwithstanding anything to the contrary contained above in this paragraph, or elsewhere in this Lease, the base minimum rent and the "triple net charges" that would have otherwise been due and payable during the FRP shall again become due and payable if at any time during either the FRP or the initial lease term Tenant is in default of any of the terms and conditions of this Lease beyond any applicable notice and cure period.

In addition to the base minimum rent provided for above, Tenant shall also be obligated to pay its proportionate share of the tax, insurance and maintenance charges (the "triple net" charges) all as more fully provided in Article 24 of this Lease. Landlord's initial estimate of Tenant's monthly payment of such charges is $351.40. Except as may occur as provided in the immediately preceding paragraph, these charges shall be due and payable beginning on October 10, 2019 and continue at all times thereafter as provided in Article 24.

If Tenant has not been in default more than three (3) times in the preceding eighteen (18) months, Landlord agrees that Tenant has the right to terminate this lease after thirty-six (36) months provided that written notice has been received by Landlord at least ninety (90) days in advance of Tenant's plan to vacate the premises. Tenant agrees to pay rents and all monies owed during the ninety (90) days and, additionally, pay an additional month's rent (both base rent and triple nets) as an early termination fee.

At Lease execution, along with the first month's full rent of $1,150.00, Tenant shall pay to the Landlord the Security Deposit of $5,000.00 as provided in Article 36 below. [Total due at Lease signing: $6,150.00]

See the Addendum attached to and made a part of this Lease for the Option Period and base minimum rents in such Option Period.

For any partial month, at either the beginning or end of the Lease with a specifically stated rent start or lease expiration date, the monthly rent for such partial month shall be adjusted and prorated based on the actual number of days in such month. At the beginning of this Lease, the monthly rent for the first fractional month, if any, shall be paid with the next and first full monthly rent payment that is due.

Article 3. Place for Payments to Landlord. All payments of rent or other sums to be made to Landlord shall be made at the address of Landlord set forth above or at such other place as Landlord shall hereafter designate in writing to Tenant from time to time.

Article 4. Assignment / Guaranty. Tenant covenants not to assign this Lease or hypothecate or mortgage the same or sublet said Leased Premises or any part thereof without Landlord's express prior written consent with such consent not to be unreasonably withheld, conditioned or delayed. It is agreed between Landlord and Tenant that the financial strength, business expertise/experiences and obtaining a guaranty from any proposed assignee or subtenant are all reasonable matters for Landlord to consider and require when its consent is requested for any assignment or subletting. Any attempted assignment, transfer, hypothecation, mortgage or subletting without Landlord's express prior written consent shall give Landlord the right to terminate this Lease and to re-enter and repossess the Leased Premises. This prohibition includes the attempted assignment or transfer of any or all the shares of the stock of a corporation or a membership interest of an LLC, that is a signatory or Guarantor of this Lease. On any requested or attempted assignment of this Lease to another party, the proposed Assignee will be required to execute a fully amended and re-stated Lease on the Landlord's then current Lease form. Both Landlord and Tenant deem this requirement reasonable in all respects with both Landlord and Tenant fully recognizing and understanding that Landlord's now standard Lease form is likely to change during the Lease term (and any option period exercised by the Tenant or any other extension of the Lease term) to reflect changing conditions, circumstances, laws and because of other matters of importance coming to the Landlord's attention during any such periods. **On any permitted assignment of this Lease, Landlord will be paid a $500.00 service fee for Landlord's efforts associated with the processing and documenting the permitted assignment.**

Article 5. Bankruptcy and Insolvency. Tenant agrees that if Tenant's leasehold estate created hereby shall be taken in execution, or by other process of law, or if Tenant shall be declared bankrupt or insolvent, according to law, or any receiver is appointed for Tenant's business and/or property, or if any assignment shall be made of Tenant's property for the benefit of creditors, then and in such event this Lease may be canceled at Landlord's option.

Article 6. Right to Mortgage/Subordination & Attornment. This Lease and Tenant's rights under this Lease are subject and subordinate to any first mortgage, together with any modifications and replacements, that now or at any subsequent time encumber the land and the buildings on or in which the Leased Premises are located. The foregoing provision will be self-operative and no further instrument will be required to effect it. Tenant hereby agrees that Tenant will recognize as its landlord under this Lease and shall attorn to any person succeeding to the interest of Landlord in respect of the land and the buildings on or in which the Leased Premises are contained, upon any foreclosure of any mortgage upon such land or buildings or upon the execution of any deed in lieu of foreclosure in respect of such mortgage. Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute and deliver any such instrument or instruments for and in Tenant's name regarding all the above. Tenant shall execute such further instruments at or prior to occupancy of the Leased Premises and at such other times, and from time to time, as Landlord reasonably requests, including estoppel certificates as well as subordination and non-disturbance agreements, and Tenant's failure to do so will be deemed a default hereunder.

Article 7. Use and Occupancy / Additional Insurance. The Leased Premises shall be used and occupied for a general office and for no other purpose or purposes. Tenant shall not use the Leased Premises for any purpose in violation of any law, municipal ordinance, permit, license or regulation. No part of Tenant's business shall at any time be conducted outside the Leased Premises. On any breach of this paragraph Landlord may at its option immediately terminate this Lease forthwith and re-enter and repossess the Leased Premises without having to resort to any judicial proceedings. Tenant acknowledges having been fully advised of all of Tenant's legal rights in respect of such matters and is knowingly and willingly waiving its due process rights in such instances.

In addition to the rents specified above in Article 2, Tenant shall also pay as additional rent any increase on premiums for insurance against loss by fire or otherwise that may be charged during the term of this Lease on the amount of insurance at any time carried by Landlord on the building in which the Leased Premises are located and on the other improvements to the Shopping Center, resulting from the business carried on in the Leased Premises by Tenant or the character of its occupancy, whether or not Landlord has consented to the same. See Articles 8, 10, 11, 38 and 41 for additional insurance requirements.

Article 8. Fire. If the Leased Premises are damaged or destroyed in whole or in part by fire or other disaster during the term hereof against which Landlord maintains insurance, then Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Leased Premises are untenantable and pro rata for the portion rendered untenantable, in case only a part is untenantable, until the same shall be restored to a tenantable condition; provided, however, that if Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rent during the period of such resulting delay, and provided further that there shall be no abatement or rental if such fire or other cause damaging or destroying the Leased Premises shall result from the negligence or willful act of Tenant, his agents or employees, and provided further that if Tenant shall use any part of the Leased Premises for storage during the period of repair a reasonable charge shall be made therefore against Tenant, and provided further that in case the Leased Premises, or the building of which they are a part, shall be destroyed to the extent of more than 25% of the value thereof, then Landlord may at its option terminate this Lease forthwith by a written notice to Tenant.

Article 9. Landlord's Repairs. Except as provided in Article 25 below, Landlord, after receiving written notice from Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to maintain and repair the roof and the four outer walls of the building in which the Leased Premises are located but NOT: (a) the doors, door glass, door frames, door hinges or pivot pins, door locks, door weather stripping, door sweeps, door thresholds, door closing mechanisms, the windows, window glass, window casings, window frames, window gaskets, window caulking or any of the appliances or appurtenances of said doors or windows, or any attachment thereto; (b) any attachments to the building or Leased Premises, or any fixtures, equipment, or appliances used in connection therewith and exclusively serving the Leased Premises; and (c) any roof leaks at or due to roof penetrations made by, or on behalf of, Tenant or in connection with any equipment used in the business being conducted in the Leased Premises or any incidental damages resulting from such leaks. Other than the roof and the four outer walls, in general, the maintenance, repair and replacement of each and every other item in, on, around, attached to and/or serving the Leased Premises is solely a Tenant responsibility especially including, but not being limited to, any roof leaks (i) caused by Tenant or (ii) at or due to roof penetrations made by, or on behalf of, Tenant or (iii) in connection with any equipment used in the business being conducted in the Leased Premises, and (iv) the repair of any incidental damages as a result of such leaks to both (y) the building in which the Leased Premises are located and (z) other tenanted spaces. Notwithstanding anything to the contrary stated or suggested above, Tenant shall be responsible for the payment of the total costs for the repairs and replacements to the roof and the outer walls of the building in which the Leased Premises are located that are damaged or destroyed because of Tenant's or Tenant's employees, agents, contractors or subcontractors acts or omissions.

Tenant agrees that if the Leased Premises consists of only a part of a building owned or controlled by Landlord, then Landlord may enter the Leased Premises at reasonable times and inspect, install or repair pipes, wires and other appliances, fixtures and equipment therein or make any repairs by Landlord, or its agents, for the use and occupancy of other parts of Landlord's building.

Article 10. Tenant's Insurance / Equipment and Personal Property / Insurance Certificates. Tenant agrees to keep the plate glass and all of Tenant's equipment and personal property insured with an insurer rated "A-", or better, by the A.M. Best insurance credit rating agency. Tenant's insurance policy must insure against damage to all Tenant improvements made at any time in and to the Premises including the initial buildout, and any subsequent additions, modifications or alterations in and to the Premises. From time to time, and not less than once each calendar year, Tenant shall deliver to Landlord a copy of the insurance policy, or a certificate of insurance, evidencing such insurance policy is in effect at all times while this Lease is in effect. On Tenant's failure to deliver such evidence of insurance Landlord may place such insurance and charge the same to Tenant as so much additional rent as provided in Article 3. Landlord's failure to place such insurance does not release Tenant of the liability to maintain such insurance.

Article 11. Tenant's Indemnity / Liability and Property Damage Insurance / Insurance Certificates. Except as for acts or omissions of Landlord, Tenant agrees to and shall indemnify and hold harmless Landlord from any liability for damages to any person or property in, on or about said Leased Premises from any cause whatsoever including attorneys' fees and litigation costs. Tenant shall procure and keep in effect during the term hereof a comprehensive commercial general liability insurance policy including commercial automobile liability coverage (or a separate additional commercial automobile liability policy), both in the sum of not less than One Million Dollars ($1,000,000.00) for personal injury [each occurrence] and Two Million Dollars ($2,000,000.00) of such coverage in the aggregate along with, as applicable, One Million Dollars ($1,000,000.00) for property damage to Landlord's property including the building in which the Leased Premises are located. Such insurance policy(ies) shall be issued on an "occurrence" rather than a "claims made" basis and also provide that as to Landlord such insurance is issued on a primary and non-contributory basis. Landlord shall be named as an "additional insured" on Tenant's commercial general liability and separate commercial automobile liability (if applicable) insurance policies. Tenant shall deliver said policy(ies) (or a certificate of insurance evidencing such policy(ies) is/are in effect) to Landlord. On Tenant's failure to provided such policy(ies) or certificates of the same, Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Said policy(ies) or insurance certificate(s) shall continue indefinitely as to Landlord subject to modification, cancellation or expiration only after thirty (30) days written notice by certified mail from the insurer to Landlord as to such modification, expiration or cancellation. The certificate(s) of insurance shall evidence the insurer's obligation to provide thirty (30) days written notice to Landlord of any change to, or cancellation of, the insurance policy(ies).

Article 12. Tenant's Maintenance, Repairs and Alterations. Except as provided in Article 9 and in Article 25, Tenant further covenants and agrees that it will, at its own cost and expense, during the continuation of this Lease, keep and maintain the said Leased Premises and every part thereof, all attachments thereto and the fixtures, equipment and appliances therein and/or serving the Leased Premises in good repair and operation and at the expiration of the lease term yield and deliver up the same in good working condition. As part of Tenant's maintenance, repair and replacement obligations it shall keep in good order and repair, and replace as necessary: the electrical and plumbing systems within and exclusively serving the Leased Premises up to a common line serving other spaces in the Shopping Center; the doors, door glass, door frames, door locks, door weather stripping, door sweeps, door thresholds, door closing mechanisms, the windows, window glass, window casings, window frames, window gaskets, window caulking or any of the appliances of said doors or windows; and any and all attachments to the Leased Premises as well as the fixtures and equipment therein and/or serving the Leased Premises including, but not being limited to, the electric, water and sewer lines above and below ground up to a common line that also serves other tenants in the Shopping Center. Tenant shall also be responsible for the repairs of any wall or roof leaks: (a) caused by Tenant; (b) at or due to wall or roof penetrations made by, or on behalf of, Tenant; or (c) relating to any equipment used in the business being conducted in the Leased Premises, and (d) the repair of any incidental damages because of such leaks to both (i) the building in which the Leased Premises are located and (ii) other tenanted spaces. Additionally, Tenant shall be responsible for the payment of the total costs for the repairs and replacements to the roof and the outer walls of the building in which the Leased Premises are located that are damaged or destroyed because of Tenant's or Tenant's employees, agents, contractors or subcontractors acts or omissions.

Tenant shall always maintain the interior of the Leased Premises in a clean and up to date fashion and operate the business in a high class and reputable manner. Tenant shall wash all windows of the Leased Premises, both inside and outside, on a regular basis. Every day Tenant shall remove all trash and debris on the outside of Tenant's store front and shall sweep the sidewalk in front of the Leased Premises. Tenant shall shovel all snow on the sidewalk of Tenant's store front and shall apply salt on the sidewalk of that store front as needed. Tenant shall also be responsible for clearing snow and ice away from the rear door of the Leased Premises. Tenant shall not place or permit any obstructions or merchandise on the sidewalk.

Tenant shall, at all times and at its sole cost and expense, obtain and maintain cleaning and maintenance contracts for the Leased Premises and all equipment used in conjunction with the business being conducted in the Leased Premises. Such equipment shall include, but not be limited to, any and all make-up air systems, exhaust systems, grease traps, refrigeration units, etc. Such contracts shall be with a reputable licensed company acceptable to Landlord. Tenant shall provide Landlord with a copy of such contracts. The cleaning and maintenance contracts shall provide that equipment used in conjunction with the business being conducted in the Leased Premises shall be thoroughly inspected by the cleaning and maintenance company at least twice per year, and more often as needed, and that normal maintenance and cleaning shall be performed at such times, or more often, if necessary.

All Tenant maintenance, repair and replacement items shall be made with like kind, or better, attachments, fixtures, equipment, appliances, and/or materials. All repairs for which Tenant is responsible shall be made and completed promptly upon Tenant first learning that repairs are necessary.

Tenant shall at all times keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

Tenant shall not make or cause to be made any alterations, changes, improvements or additions (hereinafter collectively called the "Alterations") to the interior or exterior of the Leased Premises without first obtaining Landlord's consent. Any Tenant request to make Alterations to the Leased Premises shall be made in writing and shall include detailed plans and specifications of the proposed Alterations. If Landlord approves the proposed Alterations, such Alterations shall be made in accordance with all of the following: (i) the Landlord approved plans; (ii) prior to commencement of such Alterations, Tenant shall obtain, at its sole cost and expense, all governmental approvals required for such Alterations; (iii) all materials and equipment to be a part of such Alterations shall be new and first quality; (iv) no such materials or equipment provided or work performed shall subject the Shopping Center property to any lien or encumbrance; (v) all Alterations shall be done promptly and in a good workmanlike manner and shall comply fully with all applicable laws, ordinances and regulations; (vi) Tenant shall reimburse Landlord for any increase in real estate taxes, public liability, property damage insurance and/or other insurance in connection with such Alterations; and (vii) all contractors, subcontractors and their employees shall use only the rear entrance to the Leased Premises, park their vehicles and equipment behind the Leased Premises, shall not obstruct the access to the Shopping Center and the premises of the other tenants of the Shopping Center, and shall not obstruct access to rear entrances, post office boxes and garbage containers. All Alterations made or installed by or on behalf of Tenant which are not trade fixtures shall immediately upon completion or installation thereof be and become the Landlord's property without payment therefor by Landlord. If Tenant shall make any Alterations to the Leased Premises, and Landlord shall desire to have the same removed, Tenant will remove the same prior to the expiration or termination of the term hereof and shall restore the Leased Premises to the condition required in Article 26 below, all at Tenant's sole cost and expense. Should any mechanic's lien(s) be recorded against the Shopping Center property because of Tenant's Alterations then Tenant shall cause the removal of such mechanic's lien(s) within not more than ten (10) days after Landlord's demand for such removal. Tenant's failure to timely remove any such mechanic's lien(s) shall be a material non-monetary default of this Lease and entitle Landlord to all available remedies at law and in equity.

If there is a fire alarm and/or fire suppression system for the building in which the Leased Premises are located, then Tenant shall be required, at Tenant's cost, to use Landlord's fire alarm and fire suppression systems and Landlord's fire alarm and fire suppression system companies to do all things Landlord and the local governmental authorities require to (a) cause the fire alarm and fire suppression systems to properly monitor the Leased Premises for fire and suppress any fires, and (b) keep the fire alarm and fire suppression systems in good working condition, and (c) be in full compliance at all times with all applicable building code requirements. Because of Tenant's or Tenant's employees', contractors', subcontractors', agents' or business invitees' acts or omissions, Tenant shall also be responsible for all costs associated with (y) repairs to the fire alarm and fire suppression systems within and serving the Leased Premises wherever any component parts of such systems for the Leased Premises may be located [i.e. within the Leased Premises or elsewhere in the building such as at a central alarm station or riser] and (z) any fire alarms, whether false alarms or actual alarms, including, but not limited, to both (i) fire alarm company service calls and (ii) municipal charges, if any, relating to such alarms.

In addition to and in conjunction with Tenant's indemnification and insurance obligations contained in Article 11 above, and notwithstanding anything to the contrary stated or suggested elsewhere in this Lease, if due to the acts or omissions, whether direct or indirect, of Tenant, or Tenant's directors, officers, members, employees, agents, contractors or subcontractors there is any damage to any of Landlord's property including, but not limited to, the building in which the Leased Premises are located, any vacant spaces in that building, and any equipment or fixtures, wherever located and by whomever owned, as well as all common area improvements, then Tenant shall be responsible for all costs of repair and replacement of all the foregoing. At Landlord's sole option, Tenant shall either (a) cause such repairs or replacements to be made in a manner satisfactory to Landlord, or (b) reimburse Landlord for all repair and replacement costs incurred by Landlord as such costs are incurred. Landlord will provide Tenant with invoices and supporting documentation for such costs.

Article 13. Roof. Landlord reserves the right of free access at all times to the roof of the Leased Premises and reserves the right to rent said roof. Tenant shall not erect or install any structures for storage or any aerial or satellite or other telecommunications device on the roof, place anything on the roof, or use the roof for any purpose without the Landlord's prior written consent. Tenant shall not make any penetrations or holes in any part of the roof without Landlord's prior written consent. Any roof penetrations made necessary because of Tenant's business shall be made, sealed, maintained and repaired throughout the Lease term [and any extensions of such term] by Landlord's designated roofer. All costs associated with any of the foregoing shall be Tenant's responsibility.

Article 14. Care of Leased Premises. (a) Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building. Tenant shall keep the interior of the Leased Premises neat and clean at all times. Tenant shall keep the walks and paved areas in front of the Leased Premises, and also the common areas and paved surfaces at and contiguous with the rear of the Leased Premises, clean and free from rubbish, dirt and debris, snow and ice. Tenant shall not store or keep any materials, equipment or supplies outside the Leased Premises.

(b) Tenant shall, at his own expense and under penalty of forfeiture and damages, promptly comply with all statutes, laws, ordinances and any and all rules and regulations promulgated thereunder as well as all orders of all State, County and municipal authorities affecting the Leased Premises and the cleanliness, safety, occupation and use of same. As part of such compliance Tenant shall purchase, install and annually cause an inspection to be made of enough portable fire extinguishers inside the Leased Premises as may be required.

Article 15. Condition of Leased Premises at Time of Lease. Tenant acknowledges that Tenant has examined the said Leased Premises prior to signing this Lease, knows the condition thereof, and that no representations as to the condition or state of repairs thereof or of any of the mechanical, electrical or plumbing systems within and/or serving only the Leased Premises have been made by Landlord, or Landlord's agent, which are not herein expressed. Tenant hereby accepts the Leased Premises and all systems within and/or serving only the Leased Premises in their present "**AS IS**" condition at the date of the execution of this Lease.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased 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 his property from bursting, stoppage or leaking of water, gas, sewer, or steam pipes, or any other causes whatsoever.

Article 16. Re-Renting. Tenant hereby agrees that for a period commencing six (6) months prior to the termination of this Lease, Landlord may show the Leased Premises to prospective tenants and may display in and about the Leased Premises and in the windows thereof, the usual and ordinary "FOR LEASE" sign. Tenant shall not, in any manner, cause any interference with such signs.

Article 17. Holding Over. If Tenant holds over after the expiration or termination of this Lease, thereafter the tenancy shall be from month-to-month upon the same terms and conditions as are provided in this Lease, in the absence of a written agreement to the contrary, excepting that the monthly rent due shall be one hundred fifty (150%) percent of the last monthly rental amount due prior to the expiration or termination of this Lease.

Article 18. Gas, Water, Sewer, Heat, Electricity Charges / Personal Property Taxes. Upon execution of this Lease, Tenant shall immediately cause all utilities (gas, electric, water, etc.) to be transferred to Tenant's name. Tenant shall pay all charges made against the Leased Premises for gas, water, sewer, heat and electricity during the continuance of this Lease, as the same shall become due. Tenant shall also be responsible for payment of any utility capital charges against the Leased Premises. If Landlord provides any utilities to Tenant, then Tenant shall pay to Landlord as additional rent the amount billed by Landlord to Tenant for such utility services. Tenant has examined the utility services in and for the Leased Premises and is satisfied that the same are adequate for its needs. Landlord shall not in any way be responsible to Tenant, or others, for the interruption of utility services to Landlord and/or the Shopping Center and/or the Leased Premises.

Tenant shall be responsible for, and shall pay before delinquency, all taxes that are levied on Tenant's leasehold interest or improvements, decorations, alterations, furniture, fixtures and equipment, and any other personal property owned or placed in, upon or about the Leased Premises by Tenant.

Article 19. Advertising Display. All signs and advertising displayed in and about the Leased Premises and/or the Shopping Center shall only advertise the business carried on in the Leased Premises. Landlord shall control the character and size of all signs. No signs shall be displayed except those that Landlord approves in writing. Any and all temporary signs must be removed not later than thirty (30) days after Landlord first approves them. No awning shall be installed or used on the exterior of said building unless approved in writing by the Landlord. No flashing lights, light bands, strip lighting or moving signs shall be permitted inside or outside the Leased Premises so as to be visible from outside of the Leased Premises. No sounds originating within the Leased Premises shall be permitted to be heard outside the Leased Premises. Also, see Article 32 for additional signage terms and conditions.

Article 20. Access to Leased Premises. Landlord shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If Landlord deems any repairs, necessary which are required to be made by Tenant, he may demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, then Landlord may make or cause to be made such repairs and shall not be responsible to Tenant for any loss or damage that may accrue to his stock or business by reason thereof. If Landlord makes or causes to be made such repairs, then Tenant agrees that he shall forthwith on demand pay to Landlord the cost thereof with interest thereon at the rate of 15% per annum from the date of such payment or expenditure by Landlord until the date that all such amounts and accrued interest thereon are paid in full. On default in such payment Landlord shall have the same remedies as on default in payment of rent. In the event the interest rate charged herein is usurious then said rate shall be lowered to the highest legal rate.

Article 21. Re-Entry. If any rent shall be due and unpaid or if there is any default in any of the other covenants herein contained, or if Landlord in his sole option believes said Leased Premises have been deserted, vacated or abandoned, then it shall be lawful for Landlord, his attorneys, heirs, representatives and assigns, to re-enter into, re-possess the Leased Premises and remove and put out Tenant and each and every occupant of the Leased Premises. No vacating, deserting, or abandoning of the Leased Premises by Tenant shall be accepted by Landlord as, or be deemed to be, a surrender of the Leased Premises, whether or not Landlord accepts keys to the Leased Premises from Tenant, re-enters the Leased Premises, remodels the Leased Premises, attempts to re-let the Leased Premises, re-lets the Leased Premises for a term that extends beyond the last day of the term of this Lease, and/or continues to bill Tenant for any amounts required to be paid by Tenant under this Lease. Should Tenant vacate, desert, or abandon the Leased Premises, whether or not Landlord re-lets the Leased Premises, in addition to all other damages and remedies available to Landlord under this Lease, at law and in equity, Tenant shall remain liable to Landlord in damages for all rent and other amounts required to be paid by Tenant under the terms of this Lease. Should Landlord re-let the Leased Premises, Tenant agrees that such act shall be for the benefit of Tenant's account, in order that Landlord may mitigate its damages. Further, if Tenant is no longer actively conducting business within and from the Leased Premises for a period of more than ten (10) days and/or has deserted, vacated or abandoned the Leased Premises for any period of time, then any personal property belonging to Tenant and left on or in the Leased Premises shall be deemed to be abandoned in which case Landlord, in its sole discretion, may remove, sell or otherwise dispose of such personal property in any manner all at Tenant's expense. Landlord need not account to Tenant for any proceeds from the sale of such personal property and may retain and use such proceeds as Landlord alone shall determine.

Article 22. Delay of Possession. It is understood that if Tenant shall be unable to enter into and occupy the Leased Premises at the time herein provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond Landlord's direct control, then Landlord shall not be liable in damages to Tenant therefor, but during the period the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the Leased Premises are ready for occupancy.

Article 23. Notices - Miscellaneous. Whenever under this Lease a provision is made for notice of any kind to either Landlord or Tenant, such notice shall be in writing. Notices to Tenant may be sent to Tenant at his last known Post Office address or at the Leased Premises. Notice need be sent to only one person where Tenant is more than one person. Notice to Landlord shall only be sent to Landlord's address first appearing in this Lease or wherever Landlord may hereafter direct in writing. Notices to Landlord or Tenant may be sent by: (x) U.S. Post Office, first class, prepaid postage, certified mail, return receipt requested; or (y) receipted personal service; or (z) a nationally recognized overnight courier delivery service providing evidence of delivery.

It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".

The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

Article 24. Tax, Insurance and Maintenance Payments By Tenant. This Lease is a "triple net" lease. Tenant shall pay as additional rent its Pro-Rata Share of all Taxes (as defined below), Insurance Premiums (as defined below), maintenance costs, management fees, accounting fees, legal fees, banking fees, administrative expenses, and all repair and/or replacement costs of every kind or nature whatsoever that directly or indirectly relate to the Shopping Center and/or its operation and upkeep (the "CAM Charges" also defined below). Excluded from such costs, however, are any capital costs (as defined or determined by the U.S. Internal Revenue Tax Code as the same is amended from time to time) associated with the repair and/or replacement of any of the component parts of the Shopping Center.

Tenant shall pay its Pro-Rata Share of the real estate taxes ("Taxes"). Taxes include, but are not limited to, all city, county, school and/or community real estate taxes, special assessments and any other assessments (including collection fees) which directly or indirectly relate to the parcel of real estate on which the Shopping Center is situated and/or any improvement and/or structures thereon. Taxes shall be prorated on either a fiscal or a calendar year basis (as Landlord alone shall from time to time determine) as of the beginning and ending dates of this Lease.

Tenant shall pay its Pro-Rata Share of the insurance premium costs for fire and extended coverage insurance, liability insurance, loss of rents coverage, so-called "excess" or "umbrella" insurance, and all other insurance coverages Landlord maintains on or for the Shopping Center and all its component parts ("Insurance Premiums"). Landlord may obtain blanket coverage insurance that covers this Shopping Center and other shopping centers with Tenant being responsible for only its Pro-Rata Share of those Insurance Premiums applicable to this Shopping Center. Insurance Premiums shall be prorated on either a premium or calendar year basis (as Landlord alone shall from time to time determine) as of the beginning and ending dates of this Lease.

Tenant shall pay its Pro-Rata Share of Landlord's expenses in operating, maintaining, repairing, and replacing the Shopping Center and all of its component parts which include any and all buildings, structures and improvements (and any and all parts of and attachments thereto) situated on and/or located in the Shopping Center and all the Shopping Center facilities including, by way of illustration but not limitation, all of the following: any canopy and/or mansard and mansard roof; the building front/façade; the roof, gutters and downspouts; the on- and off-site common areas or improvements including parking areas, catch basins, underground drains, drives, approaches, trash/dumpster enclosures, sidewalks, landscaping and landscape areas and all areas adjacent to all the foregoing; exterior lighting; road, parking and traffic directional signs; monument and/or pylon signs; common or shared utility lines, etc. By way of illustration, but not limitation, included in such expenses are the costs for all of the following: management fees; accounting fees; legal fees; banking fees; administrative expenses; maintenance reserves; exterior painting; snow plowing and removal and salting; sidewalk, driveway, parking lot, catch basin maintenance, repair and/or replacement; sealcoating and striping of the parking lot; replacement parking blocks or bumpers; replacement lights, bulbs, ballasts, light poles and bases; trash/refuse collection services; pest and vermin control; upkeep, maintenance, replacement and irrigation of lawns, trees, flowers, shrubs, grasses, sprinkler systems and greenbelt areas; repair, replacement and maintenance of road, pylon and monument signs and exterior lighting; maintenance, repair and/or replacement of the storm system including catch basins, piping, manholes, retention ponds and all accessories thereto; and the water system serving the Shopping Center including piping, hydrants, wells, pumps, water meters, and all accessories thereto and the entire sanitary or septic system, if any, including septic tanks, piping, pumps, drain fields and all accessories thereto and the cleaning or "jetting" of common drain lines; replacing filters on HVAC units. All the expenses provided for and/or anticipated by this paragraph are commonly known and defined in this Lease as "CAM Charges". CAM Charges shall be prorated on a calendar year basis as of the beginning and ending dates of this Lease.

Throughout the term of this Lease, Tenant shall pay monthly [along with the monthly minimum base rent] and deposit with Landlord one twelfth ($1/12^{th}$) of Landlord's estimate of the annual cost of all the expenses and fees described and required in this Article 24. Landlord shall have the right from time to time [during any fiscal, premium or calendar year] to adjust all or any of the estimated costs, expenses and fees either up or down. Tenant shall be obligated to pay such adjusted amounts. Landlord shall reconcile the estimated payments made by Tenant with actual costs incurred by Landlord periodically. The reconciled amounts shall be paid in full to Landlord within thirty (30) days of Landlord mailing to Tenant a billing or statement for the same. Such amounts shall be paid in full even if there is a dispute regarding such amounts. If after settlement of any dispute and/or reconciliation, an amount is due to Tenant, then Landlord shall credit the same to Tenant's account.

Tenant's Pro-Rata Share shall be **9.67%** of the total dollar amount of each and all items referred to throughout this Article 24. Landlord's initial estimate of the monthly charges referred to throughout this Article 24 is **$351.40** per month. This amount is subject to change from time to time by Landlord, at Landlord's option, based on the actual costs and expenses varying from the estimated expenses.

Article 25. HVAC -- Warranties, Maintenance, Repair and Replacement. Landlord agrees to assign to Tenant all warranties, if any, relating to the heating, ventilating and air conditioning equipment ("HVAC unit"). No warranties for the HVAC unit exist except those specifically assigned by Landlord to Tenant in a separate written instrument, if any.

Tenant shall, always and at its sole cost and expense, obtain and maintain maintenance and cleaning contracts for the HVAC unit and any other equipment used in conjunction with that HVAC unit with a reputable company acceptable to Landlord. Such "other equipment" shall include, but not be limited to, all make-up air units and exhaust systems, etc. Tenant shall provide Landlord with a copy of such contracts. The maintenance and cleaning contracts shall provide that the HVAC unit and any other equipment used in conjunction with the HVAC unit shall be thoroughly inspected by the maintenance company at least twice per year [once each at the start of both the heating and the air-conditioning seasons for the HVAC unit and more often as needed for such other equipment] and that normal maintenance and cleaning shall be performed at such times, or more often, if necessary. The HVAC unit filters shall be changed three (3) times per year throughout the year. Satisfactory evidence shall be given to Landlord establishing that the filters have been changed. Landlord may require that the filters be changed more often in the event Landlord deems more filter changes are necessary due to the nature of Tenant's business. If Tenant fails to furnish Landlord with written evidence that the filters have been changed as required above within ten (10) days of Landlord's request for documentation that such changes have taken place, then Landlord may have the filters changed at Tenant's expense and Tenant shall reimburse Landlord for the cost of same as additional rent within ten (10) days after Landlord's demand for the same.

Throughout the entire term of this Lease as the same may from time to time be extended and without regard to the expiration date, Tenant shall, at its sole cost and expense, repair and replace the HVAC unit and all component parts thereof and any other equipment used in conjunction with the HVAC unit. All replacements, including, but not limited to, complete HVAC units as needed, shall be made with new, like-kind and size components and units. At the expiration or termination of this Lease Tenant shall leave the HVAC unit, thermostat and ductwork in good working order, normal wear and tear excepted.

Notwithstanding anything above, Landlord agrees to cap the cost of any repairs to the HVAC unit made by Tenant to an amount not to exceed $500.00 annually and will pay any repair or replacement costs exceeding that amount provided that it has the right to review any proposals that are over $500.00 before any work has been performed on the unit and reserves the right to procure other proposals from its chosen mechanical contractor. If at any time during this Lease or any Lease extensions, that Landlord, in its sole discretion, decides to replace the HVAC unit, Landlord agrees to transfer any and all warranties to Tenant and Tenant agrees to take on the repair and/or replacement obligations as stated in the previous paragraph.

Tenant shall be responsible for roof leaks caused by Tenant and/or Tenant's HVAC unit and any other equipment on the roof used in conjunction with the business being conducted in the Leased Premises or as a result of any work performed on the HVAC unit and any other equipment by Tenant or any employee, agent or contractor of Tenant and also the repair of any incidental damages as a result of such leaks to both (a) the building in which the Leased Premises are located and (b) other tenanted spaces. Any roof penetrations for the HVAC unit(s) and any other equipment and all related electrical connections, piping, exhaust fans, etc., for such HVAC unit(s) and any other equipment shall be made, sealed, maintained and repaired throughout the Lease term [and any extensions of such term] by Landlord's designated roofer. All costs associated with any of the foregoing shall be Tenant's responsibility.

Article 26. Equipment Lien and Leased Premises Restoration. Tenant shall be permitted to install personal property such as furniture, trade fixtures, equipment and appliances in the Leased Premises and Tenant may allow the placement of liens thereon. Any such liens shall be only against Tenant's personal property, and not against any real or personal property in which Landlord has any interest. Tenant hereby grants Landlord a lien against all property, equipment, inventory, and assets of Tenant's business operated from the Leased Premises and the proceeds of the sale of any such property, equipment, inventory and assets to secure Tenant's payment of all amounts Tenant owes under this Lease and Tenant's performance of all of Tenant's covenants and promises under this Lease. Whenever Landlord requests, Tenant shall sign such forms needed to perfect Landlord's lien, including any UCC required forms.

Prior to vacating the Leased Premises, whether at the expiration of this Lease or otherwise, Tenant shall remove all of Tenant's furniture, trade fixtures, equipment, inventory, signage [interior and exterior], and other items of personal property brought into and for, or used in conjunction with, the business that was conducted in the Leased Premises. If Tenant fails to remove any of the above items prior to vacating the Leased Premises, Tenant shall be deemed to have abandoned the same, and Landlord may retain the same at no cost to Landlord, or remove, store, use, or dispose of same, the cost of which shall be borne by Tenant. Landlord shall not be responsible for loss of or damage to any such property. Notwithstanding anything contained herein to the contrary, Tenant shall not at any time remove anything attached to, or placed on, the Shopping Center roof or steel joists or building without Landlord's prior written consent.

Following Tenant's removal of its trade fixtures, equipment, inventory, signage and other items of personal property as noted above, Tenant shall professionally and carefully demolish and remove all interior improvements [and as may be applicable any exterior improvements] **as Landlord may designate in written instructions to Tenant** (regardless of who installed any such improvements or when they were installed) and thereafter reconfigure, repair, restore, and repaint (such reconfiguration, repair, restoration and repainting shall hereinafter collectively be referred to as the "**REPAIR**"), the entire Leased Premises to a fully open and so-called "white box". **The REPAIR shall include, but not be limited to:** the repair and replacement [or installation as may be applicable] of all remaining doors and the hardware therefor, all windows, plumbing, electrical, lighting (including replacing any burned out light bulbs and non-functioning or "humming" ballasts, "Exit" and emergency lights), heating and cooling system (including the costs of a Landlord approved mechanical contractor's inspection of such system), and all component parts of all the foregoing such that all of the same are undamaged and in good working order; removal of any Landlord designated interior walls; replacing, patching, spackling/mudding and sanding smooth any missing or damaged drywall; paint all interior walls white; removal of all floor coverings and any glue residue or mastic or "thin-set mud" or the like; leave the concrete floor free of any protrusions, gouges/holes [cap all unused drains and any data and/or electrical outlets] and rough spots and in an otherwise smooth, clean condition ready to receive new VCT tiles; repair/replace [or install as may be applicable] any missing or damaged ceiling grid and/or tiles so as to leave the ceiling grid and tiles at a uniform height of ten (10) feet above finished floor level throughout the entire Leased Premises; properly abandon and cap per applicable building codes any unused electrical, and plumbing lines; completely remove any and all low-voltage, data or other cables of any kind throughout all of the Leased Premises; leave any bathroom(s) Landlord designates in place, cleaned and re-painted with all fixtures therein in proper working condition; leave any hot water heater(s), mop sink(s), laundry tub(s) and drinking fountain(s); and unless Landlord specifically directs otherwise in writing, leave all cooking equipment hood(s) (if any), cooking exhaust fans (if any), filters and fire suppression systems (if any), make-up air equipment (if any), in place, clean and in good working condition. It is the purpose and intent of this paragraph that Tenant's REPAIR of the Leased Premises shall leave the entire Leased Premises in clean, finished and first class "white box" condition, ready to be rented to another Tenant, "broom clean", repainted, and without any code violations and with all debris and rubbish resulting from Tenant's performance of its REPAIR obligations removed from the Shopping Center. All of Tenant's REPAIR obligations shall survive the expiration or termination of this Lease.

Tenant shall provide Landlord with 30 days prior written notice of the date on which Tenant will commence removal of its trade fixtures and equipment and begin the REPAIR the Leased Premises. Following Landlord's receipt of such notice, Landlord may provide Tenant with written instructions designating the nature of Tenant's REPAIR of the Leased Premises, including the condition in which the Premises shall be redelivered to Landlord, and including those items not to be altered or removed from the Leased Premises by Tenant. Tenant shall continue to pay Landlord on the first of every month, the monthly minimum base rent and triple net charges due under this Lease until the REPAIR required under this Article 26 is completed and full possession and all keys to the Leased Premises are returned to Landlord.

On or before the date Tenant vacates and surrenders, and Landlord accepts, possession of the Leased Premises in the condition described and required above in this Article 26 Tenant shall also: (a) remove any and all exterior signage (including all mounting devices) on the building in which the Leased Premises are located; (b) professionally repair all damage, and patch all holes to a condition "as good as" or "better than" that of the surrounding surfaces of the building with materials of the same kind and texture as that of the surrounding building materials, and paint (in a color to match) all painted surfaces under and in the general vicinity of such sign on the building; and (c) in full compliance with all applicable code requirements cap and enclose all electrical conduit and wiring to such former signage.

Article 27. Payments. (a) Landlord shall have no obligation to accept less than the full amount of all installments of rental, other charges hereunder and interest thereon which are due and owing by Tenant to Landlord.

If Landlord elects to accept less than the full amount owing, Landlord may apply the sums received towards Tenant's obligations as Landlord shall determine in its sole discretion.

(b) No payment by Tenant or receipt by Landlord of a lesser amount than the total amount then due and payable to Landlord shall be deemed to be other than on account. Any endorsement, direction of payment, or statement on any check or letter of transmittal from Tenant or other shall have no effect upon Landlord or Landlord's rights against Tenant and shall not be deemed a waiver of any kind or an accord and satisfaction. Landlord may accept any payment from Tenant without prejudice to, and Landlord and Tenant hereby agree that such acceptance shall in no way diminish, or be a waiver of, any outstanding demand for possession, notice of default or notice of termination, or an impediment to any pending legal proceedings against Tenant. Landlord may accept payment from any entity or person other than Tenant and apply such on Tenant's behalf, and such acceptance shall not waive any rights of Landlord against Tenant nor create any other tenancy. Receipt of payment by Landlord from Tenant after termination of this Lease shall not reinstate this Lease or continue or extend the term, nor waive or effect any such notice given or proceedings commenced prior to such receipt, unless and then only to the extent Landlord shall thereafter expressly indicate in writing. Tenant agrees that Landlord may from time to time request a credit report on one or more of the Tenants or Guarantors of this Lease.

(c) It is mutually agreed by and between Landlord and Tenant that both Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever, arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, or Tenant's use or occupancy of the Premises. Tenant shall not interpose any counterclaim or counterclaims in any summary proceeding or in any action based on termination or holdover, unless the failure to raise the same would constitute a waiver thereof.

(d) All rights and remedies of Landlord hereunder shall be cumulative and none shall be exclusive of any other rights and remedies allowed by law.

Article 28. Service Fee. Tenant shall pay a one-time service fee on any payment not paid in full and/or not received by Landlord within ten (10) days of its due date. The service fee shall be one hundred fifty dollars and 00/100 ($150.00) dollars per late payment. The service fee is compensation for Landlord's efforts and expenses incurred because of Tenant's late payment and are the amount agreed upon by Landlord and Tenant due to the uncertainty of establishing Landlord's actual damages. Further, Tenant shall pay a ten percent (10%) per annum interest charge on any outstanding balances, including the service fee, from the date such payment was first due until the date that all such amounts and accrued interest thereon are paid in full. In the event the interest rate provided above is usurious, Tenant shall be responsible only for the highest legal rate permissible by law.

Article 29. Default. If Landlord terminates this Lease or evicts Tenant for non-payment of rent or for any other Default (as hereafter defined) under this Lease regardless of whether it is a minor or material breach or Default, or Landlord in good faith believes Tenant has vacated, surrendered or abandoned the Leased Premises, or Tenant fails to relocate as set forth herein, Tenant agrees to remain responsible for the balance of the rent during the original lease term or lease option term, as the case may be, and Tenant shall pay to Landlord the total monthly rental payment each month as the same falls due plus any and all costs and expenses incurred by Landlord in attempting to relet or actually reletting the Leased Premises including brokerage and/or attorneys' fees and remodeling expenses incurred by Landlord to make the Leased Premises suitable for another tenant. Tenant shall also be responsible for, and reimburse Landlord for, all attorneys' fees and litigation costs and all other costs and expenses incurred by Landlord because of any Default, whether the matter is litigated or settled between the parties. Tenant shall reimburse Landlord for all the above costs, expenses and attorneys' fees immediately on Tenant's receipt from Landlord of a statement for the same.

Additionally, if Tenant shall default in any payment or expenditure other than rent required to be paid or expended by Tenant under the terms hereof, then Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rent to Landlord by Tenant on the next ensuing rent day together with interest at the rate of 15% per annum from the date of such payment or expenditure by Landlord until the date that all such amounts and accrued interest thereon are paid in full. On default in such payment Landlord shall have the same remedies as on default in payment of rent. In the event the interest rate charged herein is usurious then said rate shall be lowered to the highest legal rate.

As used in this Lease, the term "Default" shall be defined to include, but shall not be limited to, all or any one of the following:

1. Failure to pay rent or any other monetary obligation under this Lease within seven (7) days of its due date.
2. Failure to fully and completely observe or perform any non-monetary term, condition, or provision of this Lease and/or any of the rules and regulations as Landlord may publish from time to time as provided in Article 30 below within fifteen (15) days after the date of Landlord's notice of such performance failure.
3. Tenant files a petition for bankruptcy or for reorganization.
4. A receiver, liquidator, trustee or similar financial overseer (however designated) is appointed for Tenant for any reason whatsoever.
5. A levy upon Tenant's property that is not discharged within five (5) days.
6. Tenant abandons, surrenders or vacates the Premises.

On the existence of any non-monetary Default, Landlord may give Tenant notice of the same. After Tenant's receipt of a written notice of a non-monetary Default Tenant shall have a reasonable time, not to exceed fifteen (15) days, to fully remedy such Default. If such Default is not remedied within such fifteen (15) day period Landlord shall have the right, but not the obligation, to either (a) remedy the Default and all of Landlord's costs and expenses in so doing shall immediately become due and owing from the Tenant on Tenant's receipt of Landlord's demand for the same accompanied by copies of supporting documentation for such costs and expenses, or (b) seek such other relief as may be available. Tenant's failure to pay any such amounts Landlord incurred in remedying a Default shall itself constitute a Default. If Tenant commits any Default on three (3) or more occasions, regardless of Tenant curing such Default by payment, observance, performance or otherwise, Landlord shall have the irrevocable right to terminate this Lease at any time, regardless of whether Tenant is in Default of any other provision at the time Landlord elects to terminate this Lease.

Article 30. General. (a) Landlord shall have the right from time to time to publish and revise rules and regulations dealing with the Shopping Center and all its component parts. Tenant shall be obligated to abide by those rules and regulations as if they were originally contained in, or made a part of, this Lease when it was first entered into. Such rules and regulations shall not diminish any of Tenant's rights under this Lease and shall be uniformly applicable against all tenants in the Shopping Center.

(b) Tenant and Tenant's employees shall park their cars only in those portions of the Shopping Center common areas designated for that purpose by Landlord. Tenant agrees that neither it nor any of its agents or employees shall park in front of any of the building(s) that are in or part of the Shopping Center.

(c) Tenant agrees to continuously keep the Leased Premises open during normal business hours. As used herein, "Normal Business Hours" shall mean the hours from at least 10:00 a.m. to 5:00 p.m. Tenant shall be open for business at least four (4) days per week. Tenant shall not be closed for business for ten (10) or more consecutive days without notifying Landlord.

(d) Landlord and his designee shall always have access to all common utilities situated within the Leased Premises.

(e) If Tenant generates a greater amount of trash than that which Landlord, in Landlord's sole judgment, determines can be accommodated by the existing trash removal being normally and regularly provided as part of the common area maintenance services, then Landlord may require Tenant to secure a separate trash dumpster at Tenant's sole cost and for Tenant's sole use, or invoice Tenant for the additional cost of additional refuse pickups due to Tenant's trash removal needs. Tenant will breakdown and compact all boxes before disposing of them into the trash dumpsters. All trash must be secured in plastic bags. Trash bags must be put into the trash dumpsters. Tenant must not place or leave any trash outside the dumpsters.

(f) If Landlord decides to remodel, re-configure or otherwise alter any portion of the driveways and/or parking lot or building, Landlord shall have the right to do so and Tenant shall fully cooperate and do all things necessary to assist Landlord. Landlord reserves the right to designate a reasonable number, in Landlord's sole discretion, of limited and/or reserved parking spaces for certain tenants.

(g) Any telecommunications devices, satellite dishes or like-kind items shall only be mounted to the exterior rear wall of the Leased Premises. Any wall penetrations for such devices shall be properly sealed. No such devices shall be installed on the roof of the building in which the Leased Premises are located.

(h) Should Tenant's business in any manner involve the handling, sale, use, preparation, consumption, or disposal of any food or beverage, Tenant shall fully comply with all federal, state, and municipal laws, ordinances, and regulations, as well as all of Landlord's written directions regarding the same, including, but not limited to, those regarding the installation, maintenance, and cleaning of kitchen equipment, sewer lines, and roof top exhaust vents/hoods, grease traps, grease interceptors, and the related components of all the foregoing. Tenant shall further be liable for the cost of all maintenance, repair and/or replacement of all sewer lines and related or connected pipes and components, the roof, all roofing materials and components, and all rooftop equipment, materials, and related components that are in any manner damaged, obstructed or interfered with because of Tenant's handling, sale, use, preparation, consumption, or disposal of any food products or by-products or beverages at the Leased Premises.

(i) Any roof penetrations made necessary because of Tenant's business shall be made, sealed, maintained and repaired throughout the Lease term [and any extensions of such term] by Landlord's designated roofer.

(j) Tenant shall not permit any noises or sounds to be heard outside the Leased Premises.

(k) All costs associated with any of the foregoing shall be Tenant's responsibility.

Article 31. Environmental Concerns. Tenant, at Tenant's expense, shall comply with all laws, ordinances, regulations and requirements of federal, state and county and local municipal authorities pertaining to Tenant's use of the Leased Premises, including all applicable federal, state and local laws; regulations or ordinances pertaining to air and water quality, Hazardous Materials, contaminants, waste disposal, air emissions and other environmental matters. The term Hazardous Materials means any hazardous waste, substance or material identified in any Environmental Regulation. An Environmental Regulation is any requirement of any municipality or governmental or other agency relating to Hazardous Materials, including, without limitation, the comprehensive Environmental Response Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 6901, et seq.).

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors, or invitee. If Landlord reasonably believes that Tenant has violated this Article, then Landlord can require Tenant to provide, at Tenant's cost, an environmental audit by a firm acceptable to Landlord. If (a) Tenant breaches the obligations set forth herein or (b) the presence, delivery or removal of any Hazardous Material results in contamination of the Leased Premises, Shopping Center or the adjacent buildings, then Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises or the adjacent buildings) which arise during or after the term of this Lease as a result of such contamination. If the presence of any Hazardous Material on the Leased Premises, Shopping Center or adjacent buildings caused or permitted by Tenant results in any contamination of the Leased Premises, Shopping Center or adjacent buildings, then Tenant shall promptly take all actions at its sole expense as are necessary to return the Leased Premises, Shopping Center and adjacent buildings to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises, Shopping Center or the adjacent buildings.

Landlord allows the use of DF-2000, Green Earth and Rynex. All other dry-cleaning solvents will be prohibited. Any dry-cleaning Tenant will perform a before and after environmental site assessment to demonstrate whether, and/or to what extent the site has become impacted by their use of chemicals at the site.

Article 32. Signage.

All signage shall be subject to the sign ordinances and laws of the municipality in which the

Shopping Center is located. Following execution of this Lease and until Tenant opens for business, Landlord or Tenant may install in the front glass window of the Leased Premises a professionally made banner or sign indicating the opening of Tenant's business.

Landlord may at any time, manufacture and install a new Shopping Center road, monument or pylon sign or remodel the existing such sign, and Tenant shall remit to Landlord its pro-rata Share of the entire cost for the same within thirty (30) days of Landlord's mailing Tenant a bill for the same. Landlord shall have the right from time to time to remove and/or relocate any and/or all the sign panels [including Tenant's sign panels] on any road, monument or pylon sign as Landlord alone shall determine.

Not later than the date that Tenant opens for business to the public, Tenant shall construct and install on the face of the overhang or building front of Tenant's Leased Premises an internally illuminated [neon or LED] individual channel letter sign mounted on a race-way indicating the name of Tenant's business. All such signage shall be constructed, installed and maintained in good condition by and at Tenant's sole expense. Such maintenance shall include, without limitation, replacing burned out lighting elements and cracked, missing, or faded lettering, and repainting faded or rusted sign elements. Landlord shall have no responsibility for any expense related to Tenant's signage. Landlord shall, however, direct in writing, the design specifications, color, materials, size, location, installation method and installation date and all other items related to Tenant's signage including, as Landlord may elect, the copy and graphics. Tenant shall not open for business prior to Landlord's approval in writing that all Tenant's signage is approved, installed and operative. Tenant's building sign shall be illuminated every day [regardless of whether Tenant is open for business or not] from not later than dusk till at least 10:00 p.m.

Tenant shall not install, post or place any signage or other material in any window or adjacent area that is visible from the exterior of the Leased Premises without Landlord's prior written consent. No flashing lights, light bands, strip lighting or moving signs shall be permitted inside or outside the Leased Premises so as to be visible from outside of the Leased Premises. Not more than 30% of the windows may be covered with, have signage in, them.

Tenant must request and obtain Landlord's prior approval for any temporary signs. Temporary signage may be permitted in Landlord designated locations for up to thirty (30) days [or longer at Landlord's sole discretion]. All temporary signage must also comply with all local ordinances.

Tenant may not change the name of Tenant's business without the written consent of Landlord. Tenant's business name is: **Midwest Association of Housing Cooperatives.**.

Article 33. Permits. Tenant shall pay to the appropriate governmental authority any tap fee, usage fee, capital charge and/or the like, if there is any, for any utility used by Tenant. Tenant shall be responsible for the local municipality charges for opening and operating Tenant's business. Prior to opening for business from the Leased Premises Tenant shall obtain a certificate of occupancy for the Leased Premises from the local municipality and provide Landlord with a copy of the same.

Article 34. Relocation. Intentionally Omitted.

Article 35. Sale of Shopping Center. If Landlord sells all or any portion of the Shopping Center then Tenant shall look to the purchaser for full and complete performance of every one of the terms and conditions of this Lease and that Landlord hereunder from and after the date of sale shall no longer be responsible to Tenant for any acts, occurrences, events or non-occurrences or breaches or violations of this Lease that occurred prior to or after the date of sale. In addition, the purchaser shall be fully and totally responsible for the return of the security deposit and the Landlord hereunder shall have no responsibility or obligation to Tenant therefore from and after the date of sale of the Shopping Center.

Article 36. Security Deposit. Landlord herewith acknowledges the receipt of **$5,000.00** which shall be retained as security for the faithful performance of all of Tenant's covenants, conditions, and agreements of this Lease, but in no event shall Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for Tenant's failure to perform said covenants, conditions, and agreements. Landlord may so apply the security at its option. Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected because Landlord holds the security deposit. If not applied toward the payment of rent in arrears or toward the payment of damages suffered by Landlord because of Tenant's breach of the covenants, conditions, and agreements of this Lease the security deposit, or what then remains of it, will be returned to Tenant after this Lease is terminated, according to these terms and all of Tenant's obligations under this Lease have been fully satisfied. In no event, however, is the security deposit, or what then remains of it, to be returned until after (a) Tenant has vacated the Leased Premises and delivered possession of the Leased Premises to Landlord in the condition required elsewhere in this Lease and (b) there has been a final accounting/reconciliation of all charges payable by Tenant under this Lease including, but not being limited to, all utility charges and those costs provided for in Article 24 above.

If Landlord repossesses the Leased Premises because of Tenant's Default or because of Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, Landlord may apply the security deposit upon all damages suffered to the date of said repossession and may retain the security deposit, or what then remains of it, to apply upon such damages as may be suffered or shall accrue thereafter because of Tenant's Default or breach. Landlord shall not be obliged to keep the security deposit as a separate fund, but may mix the said security with other funds.

Article 37. Landlord's Default/Liability of Landlord. Should Tenant believe Landlord is in default of any the Landlord's express obligations under this Lease, then Tenant shall give written notice to Landlord in the manner provided in this Lease for the giving of notices of any such alleged default specifying in detail the nature of such default. **Subject to the limitations below in this paragraph,** Landlord shall have thirty (30) days after Landlord's receipt of Tenant's default notice to remedy such default. If a remedy is not completed by the end of such thirty (30) day period, then Tenant shall give Landlord a second written notice (again given in the manner provided in this Lease for the giving of notices) that the default is uncured and specifying in detail what remains to be done to remedy the default. Landlord shall have ten (10) days following receipt of such second notice to complete the remedy. If Landlord shall not have completed the remedy within the time periods specified above in this paragraph, then Tenant shall have the right to terminate this Lease by giving Landlord not less than ten (10) days' notice of Tenant's termination of this Lease. **Notwithstanding anything to the contrary contained above in this paragraph or elsewhere in this Lease**, if the alleged Landlord's default is one that is not commercially reasonable to complete within the time periods specified above in this paragraph through no fault of the Landlord, as long as Landlord has commenced a cure of the alleged default within the time periods specified above in this paragraph and at all times thereafter diligently pursues a remedy of the alleged default until completion, then Tenant shall not have any right to terminate this Lease as a result of any such default.

If Landlord fails to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Shopping Center and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of the Landlord's right, title and interest in the Shopping center, subject, nevertheless to the rights of Landlord's mortgagee, and neither Landlord, nor any of the parties comprising any limited liability company or partnership, nor any shareholders of any corporation which is the Landlord, shall be liable for any deficiency.

Article 38. Waiver of Subrogation. Landlord and Tenant each hereby release and discharge the other and its respective members, directors, officers, agents, employees, and representatives, of and from any liability whatsoever, and waive all right of recovery against the other, for any loss of or damage or injury to the property of each, caused by or resulting from fire or other casualty for which insurance is required to be carried under the provisions of this Lease by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance, regardless of the cause of such loss, damage or injury and even though it results from the negligence or other wrongful act or omission of the other party, or its members, directors, officers, agents, employees and representatives.

Article 39. Michigan Law and Jurisdiction. Michigan Law shall govern the interpretation and validity of this Lease. This Lease is not intended to require anything contrary to Michigan law. If there is any conflict between any provision of this Lease and any Michigan law that the parties cannot legally waive by this Lease, then that law controls. In that case, the provision is severable and this Lease shall be modified only to the extent necessary to conform to the law in Michigan and the rest of this Lease is unchanged. Landlord may bring any legal action relating to this Lease only in any state or federal court in Michigan, that has proper jurisdiction and venue, and as Landlord in its sole discretion may select. Tenant irrevocably submits to the exclusive jurisdiction of those courts for all purposes. Tenant waives any claim that any state or federal court in Michigan lacks jurisdiction, is not a convenient forum, or is not the proper venue for any action or proceeding.

Article 40. Entire Agreement. This Lease shall constitute the entire agreement of the parties hereto. All prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing, signed by the party against whom enforcement of the change, modification or discharge is sought.

Article 41. Quiet Enjoyment/Miscellaneous. Any amounts due, or that may become due, from Tenant to Landlord under this Lease for any and all reasons shall be deemed to be rent for all purposes.

Landlord covenants that Tenant, on full and timely payment of all the rents and other sums due under this Lease and full and timely performance of all the covenants of this Lease, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this Lease.

If Landlord shall obtain possession of the Leased Premises by re-entry, summary proceedings, or otherwise, Tenant shall pay Landlord all the expenses incurred in obtaining possession of the Leased Premises including, but not being limited to, all attorneys' fees and litigation costs, and also all expenses and commissions which may be paid for re-letting of the same, and all other damages, losses, costs and expenses Landlord sustains.

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

Notwithstanding anything contained herein to the contrary, it is agreed that Tenant shall be liable to Landlord for any damage of any nature or kind whatsoever caused by Tenant to the building or any part of the Leased Premises whether caused by Tenant's act, omission, negligence or otherwise, whether said loss is totally or partially covered by insurance.

Tenant shall, immediately upon commencement of the term of this Lease, engage a professional locksmith to change all exterior door locks to the Leased Premises. At both the start and expiration of this Lease, Tenant shall immediately return all removed lock cylinders and all the keys thereto to Landlord.

Caption headings are for convenience purposes only and do not expand or limit the actual contents of a section or paragraph.

This Lease may be executed in one or more counterparts, each of which, and all together, when fully executed, shall be deemed an original, complete, fully valid and binding copy of this Lease. Any counterpart of this Lease may contain the facsimile or duplicated signature of any or all parties hereto. All such signatures shall be deemed original, fully valid and binding signatures for all purposes hereof.

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SIGNATURES ON FOLLOWING PAGE

TENANT AND THOSE ACTING IN CONCERT WITH TENANT SHALL NOT DISCLOSE TO ANY THIRD PARTY, OTHER THAN TENANT'S ATTORNEYS OR ACCOUNTANTS, THE LENGTH OF THIS LEASE, THE RENTAL AMOUNT, OR ANY OF THE OTHER TERMS AND PROVISIONS OF THIS LEASE, OR ANY OF THE TERMS OF THE OPTION.

LANDLORD:
MEG INVESTMENT, INC.

Angela Boomer

By: Angela Boomer
Its: Agent

TENANT:
MIDWEST ASSOCIATION OF HOUSING COOPERATIVES, INC.

Blaine Honeycutt
Vice-President and Authorized Signatory

ADDENDUM TO LEASE AGREEMENT

Dated: August 12, 2019

Tenant: Midwest Association of Housing Cooperatives, Inc.

OPTION: Subject to the limitations set forth below, Tenant has one (1) option to extend the term of this Lease for a period of five (5) years on the same terms and conditions as are contained in this Lease except, however, that the base minimum rental during the option period is as hereafter provided. Notwithstanding the preceding sentence, the parties agree that if the rent or any other payment due is received late or after the due date on three (3) or more occasions during any eighteen (18) month period, or if the Tenant Defaults on any other term or condition of this Lease on three (3) or more occasions during any eighteen (18) month period, regardless of whether the Default or other breach of this Lease is cured at any time, then Landlord has the irrevocable right to terminate Tenant's right to exercise this (or any other) option to extend the Lease term. The option may be exercised only by Tenant providing written notice of Tenant's option exercise that is received by Landlord at least six (6) full calendar months prior to the date on which the original term of this Lease expires. Such notice shall be sent in the manner provided in Article 23 of the Lease. The parties agree that the base minimum rent [both monthly and annual rent] throughout the option period shall be increased by three (3%) percent per annum above the base minimum rent prevailing in the final lease year in the initial term of this Lease for the first lease year in the option period and thereafter at that same rate of increase over the minimum rent for the immediately preceding lease year during each lease year in the option period. A lease year is the period from October 1st of a calendar year through and including September 30th of the immediately following calendar year.

LANDLORD:
MEG INVESTMENT, INC.

Angela Boomer

By: Angela Boomer
Its: Agent

TENANT:
MIDWEST ASSOCIATION OF HOUSING COOPERATIVES, INC.

Blaine Honeycutt
Vice-President and Authorized Signatory