

FIRST AMENDMENT TO INDUSTRIAL BUILDING LEASE

This **FIRST AMENDMENT TO INDUSTRIAL BUILDING LEASE** (“Amendment”) dated _____ (“Effective Date”), by and between CITY OF ANN ARBOR, a Michigan municipal corporation (“Tenant”), and 2725/2805 ASSOCIATES, LLC, a Michigan limited liability company (“Landlord”), is entered into for the purpose of amending the INDUSTRIAL BUILDING LEASE, entered into between Landlord’s predecessor in interest and Tenant dated October 2, 2007 (“Lease”). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Lease.

WITNESSETH

- A. Tenant is currently leasing Suite 200 (“Premises”) in the building located at 2805 South Industrial Highway, Ann Arbor, Michigan (“Building”) pursuant to the Lease.
- B. Tenant has exercised its first Option to Renew extending the Term of the Lease for a period of sixty (60) months beginning September 1, 2018 and ending August 31, 2023 (“First Extension Period”).

AGREEMENT

NOW, THEREFORE, Landlord and Tenant, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, do hereby agree as follows:

- 1) **Term.** Landlord and Tenant hereby extend the Term of the Lease through August 31, 2023 (“First Extension Period”).
- 2) **Base Rent.** During the First Extension Period, Tenant shall pay Base Rent as follows:

From	To	Monthly	Annual
9/1/2018	8/31/2019	\$9,862.13	\$118,345.56
9/1/2019	8/31/2020	\$10,059.37	\$120,712.47
9/1/2020	8/31/2021	\$10,260.56	\$123,126.72
9/1/2021	8/31/2022	\$10,465.77	\$125,589.26
9/1/2022	8/31/2023	\$10,675.09	\$128,101.04

- 3) **Additional Rent.** Tenant shall continue to pay Additional Rent as set forth in the Lease.
- 4) **Miscellaneous.**
 - (a) Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.
 - (b) Except as expressly modified herein, all terms, conditions and provisions of the Lease are hereby ratified and affirmed and remain in full force and effect. In the

event of a conflict between the Lease and this Amendment, this Amendment shall control. Tenant acknowledges that as of the Effective Date, Tenant has no claims arising under the Lease against Landlord, nor defense to enforcement of Tenant's obligations under the Lease, and Tenant knows of no default or failure on the part of Landlord under the Lease, and if any such claims, defenses or defaults exist, they are hereby waived by Tenant.

- (c) With the exception of Tenant's Second Extension Period, as set forth in Rider 1 attached to the Lease, Tenant has no rights or options to extend the Term of the Lease, terminate the Lease, nor contract or expand the Premises. Tenant has no preferential right of first refusal or first offer on any space in the Building.
- (d) Each person executing this Amendment represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment and that this Amendment constitutes the legal, valid and binding obligations of such party, its heirs, representatives, successors and assigns, enforceable against such party or parties in accordance with its terms.
- (e) This Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each party hereto. It shall not be necessary for the signature of, or on behalf of, each party hereto, or that the signature of all persons required to bind any such party appear on each counterpart of this Amendment.
- (f) No inference in favor of or against any party shall be drawn from the fact that such party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said party.
- (g) Landlord represents and warrants that it has not used the services of any broker or finder other than Oxford Commercial ("Landlord's Broker"), in connection with this Amendment. Tenant represents and warrants that it has not used the services of any broker or finder in connection with this Amendment. Landlord shall pay Landlord's Broker a broker's commission as agreed upon pursuant to a separate written agreement. Except as provided in the preceding sentence, Landlord shall have no obligation or liability whatsoever for any other brokerage commission. Landlord shall indemnify and forever save and hold Tenant harmless from and against claims for brokerage commissions in connection with this Amendment by any person or party claiming by, through or under Landlord.

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The parties hereto have executed this Amendment as of the day and year first above written.

LANDLORD:

2725/2805 ASSOCIATES, LLC,
a Michigan limited liability company

By: _____
Jeff Hauptman

Its: Manager

TENANT:

CITY OF ANN ARBOR,
a Michigan municipal corporation

By: _____
Christopher Taylor, Mayor

By: _____
Jacqueline Beaudry, City Clerk

Approved as to Substance

Howard S. Lazarus, City Administrator

Approved as to Form

Stephen K. Postema, City Attorney