

KERRTYOWN SHOPS OF ANN ARBOR, INC.
LEASE AGREEMENT
SPECIAL PROVISIONS
January 6, 2025

This Lease Agreement is between Kerrytown Shops of Ann Arbor, Inc. as Landlord (“KTSAA”) and Downtown Development Authority of the City of Ann Arbor, Michigan, a Michigan Public Corporation, as Tenant (“TENANT”). The Lease Date shall be _____.

1. PREMISES: The Leased Premises (the “Premises”) contain 3,765 square feet located on the second floor of the Luick Building at 415 North Fifth Avenue, Ann Arbor Michigan, depicted as L2B in the attached Exhibit A.
2. TERM: The Commencement Date of this Lease Agreement is **July 1, 2025**, and the expiration date is **June 30, 2035**.
3. POSSESSION: Once KTSAA completes renovations in the space and upon receipt of Tenant’s certificate of insurance.
4. USE/ACCESS: Tenant shall use and occupy the Premises solely for the purpose of office and meeting space unless otherwise approved by KTSAA.
5. BASE RENT:
 - A. Initial Term: Rent is \$29.50 per SF or \$111,067.50 annually. On or before the 10th of every month the tenant shall pay a monthly rent of **\$9,255.63**. The rent will increase three percent (3%) annually beginning February 1, 2027.
 - B. Option Term: None.
6. ADDITIONAL-OPERATIONS RENT: Tenant shall not be required to pay Additional Rents and Operations Rent computed and payable in the manner described in Section 6(A), 6(B) and 6(C) of the General Provisions

7. GROSS SALES: Tenant is not required to provide Gross Sales Data.
8. SECURITY DEPOSIT: None.
9. NOTICES: Any notice required or permitted by this Lease will be deemed duly given if in writing and delivered in accordance to with Section 31 of the General Provisions to:

If to the KTSAA at:

Kerrytown Market & Shops
525 West William Street
Ann Arbor, MI 48103
ATTN: Andrew O'Neal

If to the tenant at:

DDA
415 North Fifth Avenue
Ann Arbor, MI 48104
ATTN: Maura Thomson

Either party may change the address to which notice is to be sent by notice in writing to the other party.

10. OTHER:

- a) KTSAA will be responsible for adding one bathroom and dividing one conference room into two offices.
- b) If the Downtown Development Authority of the City of Ann Arbor were to be dissolved, this Lease Agreement may be terminated if the Tenant pays six months of the current monthly rent at the time of dissolution.
- c) All moving and any internet/low voltage requirements are the responsibility of the Tenant.
- d) Tenant is not required to maintain or adhere to the section Regularity of Business Hours as detailed in Exhibit D, page 27 of the General Provisions.

All provisions of the Kerrytown Market and Shops General Provisions dated March 2024 shall form part of and be applicable to this Lease. Tenant hereby acknowledges receipt of a copy of the General Provisions attached to Tenant's copy of this Lease.

KERRYTOWN SHOPS OF ANN ARBOR, INC.
(LANDLORD)

By: _____ Date: _____
Andrew O'Neal, President
Kerrytown Shops of Ann Arbor, Inc.

Downtown Development Authority of the City of Ann Arbor, Michigan, a Michigan Public Corporation
(TENANT)

By: _____ Date: _____
?????
Title: ____?_____