

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Andre P. Gilbert II
Deputy City Clerk

DEPARTMENT PETITION REFERENCE COMMUNICATION

To: The Department or Commission Listed Below

From: Janice M Winfrey, Detroit City Clerk

The following petition is herewith referred to you for report and recommendation to the City Council.

In accordance with that body's directive, kindly return the same with your report in duplicate within four (4) weeks.

Petition No.	2753 (Certificate)
Name of Petitioner	LuxWall
Description of Petition	Petition request for the establishment of an Industrial Facilities Exemption Certificate at 6701 W Fort St, Detroit, MI 48209.
Type of Petition	Tax Abatement for an Industrial Facilities Exemption
Submission Date	05/01/2025
Concerned Departments	Finance Department, Planning and Development Department, Housing and Revitalization Department, Legislative Policy Division, City Planning Commission, Civil Rights, Inclusion, & Opportunity Department
Petitioner Contact	Dominic Casinelli SVP Finance and Operations 1130 James L Hart Pkwy Ypsilanti, MI 48197 P: (586) 405-8325 dcasinelli@luxwall.com



April 3, 2025

Detroit City Council
Coleman A. Young Municipal Center
2 Woodward Ave Suite 1340
Detroit, MI 48226

RE: Request for the Establishment of an Industrial Facilities Exemption Certificate at 6701 W Fort St, Detroit, MI 48209

Honorable City Council:

Please accept this letter as a request to establish an Industrial Facilities Exemption Certificate for the property located at 6701 W Fort St, Detroit, MI 48209 and described on Attachment A.

LuxWall's vision is to accelerate mass adoption of net zero buildings. LuxWall's transparent insulation, Enthermal™, is a Thermos® bottle for buildings. Enthermal vacuum technology delivers step change thermal performance that significantly reduces heat gain and heat loss in buildings reducing HVAC energy consumption by up to 50% and operating carbon emissions by up to 40%. With mass adoption, LuxWall has the potential to reduce global carbon emissions by more than 0.5 gigatons per year.

LuxWall's patented Enthermal transparent insulation is five times more insulating than current double pane insulating glass used in residential and commercial windows. Enthermal delivers R18 to R21 thermal insulation performance by eliminating convective energy transfer and significantly reducing conductive and radiative energy transfer. Enthermal's slim profile, 8-mm to 10-mm versus 25-mm for existing products, enables glass only retrofits wherein Enthermal is retrofitted into existing window frames. LuxWall's glass only retrofits deliver a 3 to 10-year property owner payback period, 3X faster than incumbent products, by reducing energy consumption by up to 50%, lowering glazing capital costs by up to 50%, reusing the existing frames, and minimizing tenant displacement or disruption due to the quick turn retrofit process.

LuxWall was founded in Michigan in 2019. LuxWall's first Michigan site was the R&D Center located in Ypsilanti. The 20,000 square foot R&D Center comprises R&D laboratories, test and validation facilities, and a pilot production manufacturing line used to validate Enthermal material science and product performance. LuxWall moved into its first manufacturing facility, Factory 1, in Litchfield, Michigan in June 2023. The company rehabilitated the 217,000 square foot factory, a former automotive Tier 1 supplier facility, and commenced serial shipments in July 2024. Factory 1 is the world's first high volume, highly automated manufacturing facility for vacuum insulating glass technology. To meet rising customer demand, LuxWall is now constructing Factory 2 in the Delray Neighborhood in Detroit, Michigan. Factory 2 is LuxWall's third Michigan site.

The new 276,000-square-foot facility located at Fort Street and Waterman Street at the former Sakthi Industrial Campus is being developed by Bedrock Detroit. The build-to-suit manufacturing facility will triple LuxWall's manufacturing output (500,000 Enthermal units per annum) and serve as the replication factory for future production sites. Factory 2 will comprise a single, high volume glass fabrication production line, two, high volume vacuum assembly production lines, offices for employees, employee training facilities, warehousing for product storage, and inbound and outbound logistics.

LuxWall is committed to being a great neighbor and business partner in the Delray Neighborhood. The company has developed a community engagement plan centered around being good citizens. LuxWall manufactures a clean energy product that reduces building energy consumption, carbon emissions, and grid strain, but more importantly LuxWall has designed the factory and production processes to ensure no air, water, wastewater, or noise abatement are required. LuxWall is collaborating on inbound and outboard freight and logistics to minimize local traffic congestion. LuxWall promotes environmentally friendly manufacturing and operations.

The PA198 Real Property Tax Abatement enables LuxWall to scale production at a faster rate ensuring financial sustainability while reinforcing our ability to generate economic opportunities for the City of Detroit, Wayne County, and the State of Michigan. The proposed improvements will not only enhance our operational capacity but also provide significant positive impacts to the local workforce and surrounding businesses. LuxWall accepted the MEDC/local incentive package comprising three Michigan sites over competing states based on the competitive financial incentive package, strong support from third party, local, county, and state agencies, a strong talent base for automated manufacturing, training dollars, services for new employees, and close proximity to LuxWall's R&D Center in Ypsilanti. LuxWall selected Detroit for its Factory 2 for the following reasons: location – access to large customer markets in Michigan, Ohio, Indiana, Illinois, Kentucky, Wisconsin, Pennsylvania, Ontario, and Quebec; talent - ability to hire skilled manufacturing labor; employee training – State of Michigan funding to train local Detroit residents for employment; and a strong desire to build a new factory in Detroit to help advance Detroit manufacturing. LuxWall considered construction Factory 2 near Factory 1 in Litchfield due to lower operating costs – lower cost labor, free land, limited taxes, and close proximity to Factory 1 resulting in combined services. The deployment cost gap between Litchfield and Delray Detroit is approximately \$7M for the project. The PA198 Real Property Tax Abatement helps reduce the financial gap impact on the business.

LuxWall is requesting the PA198 Real Property Tax Abatement for a period of twelve (12) years. The PA198 Real Property Tax Abatement served as local support for LuxWall's MEDC and MSF grant that was approved on July 25, 2023. The property is also located in an existing Renaissance Zone, which was established in 2015 for prior development. This Renaissance Zone will begin to phase out in 2028 and will expire at the end of 2030. This project is partially funded by the Department of Energy under their Manufacturing and Energy Supply Chain (MESC) grant program focused on accelerating US manufacturing of energy saving materials and products.

LuxWall enables Detroit to strengthen its position as a versatile and forward-thinking manufacturing hub focused on local manufacturing of energy efficient products that benefit local Detroit residents, the City of Detroit, Wayne County, and the State of Michigan. LuxWall's focus on residential and commercial fenestration brings a new manufacturing sector to Detroit while opening the door to new partnerships, investments, and global market opportunities for LuxWall's products. LuxWall's presence diversifies Detroit's economy and reinforces the city's reputation as a leader in industrial innovation beyond automotive manufacturing. This project will create 277 new high paying jobs by July 30th, 2028. LuxWall pays its employees above the prevailing wage rates (average hourly rate of \$39.84/hour), which is 1.9X higher than the regional average for production wages (31% above the local average). LuxWall estimates that 208 indirect jobs will be created by the LuxWall Delray facility. Incorporating advanced manufacturing into Detroit's economic framework offers long-term benefits that extend beyond job creation. It enhances industrial resilience, supports sustainable development, and positions the city as a leader in diverse energy efficiency manufacturing. LuxWall has engaged with Detroit at Work to execute a priority hiring agreement and is working closely with Diverse Note Mobility, LIFT, and other Detroit-based partners to upskill employees for the LuxWall facility.

LuxWall is laser-focused on driving technological advancements in energy-efficient manufacturing while fostering strong community partnerships. With this support, we can continue to invest in sustainable solutions that benefit the City of Detroit and its local residents. We appreciate your consideration for the PA198 Real Property Tax Abatement request and welcome opportunities to discuss it further.

Respectfully submitted,

Dominic Casinelli
SVP Finance and Operations
Cell: 586-405-8325
Email: dcasinelli@luxwall.com
Website: www.luxwall.com

ATTACHMENT A

Site Location & Project Description

Attachment A

1. General description of the facility/property

Approximately 276,000 square feet of new build manufacturing space located at 6701 W Fort St, Detroit, MI 48209. The site was the former location of Southwestern High School. The school closed in 2012 and sat vacant until its demolition in 2023.

2. General description of the proposed use of the rehabilitated/new facility

Facility will be used to manufacture vacuum insulated glass (VIG units).

3. Description of the general nature and extent of the rehabilitation/new construction to be undertaken

Construction of a build-to-suit facility that includes 260,944 SF of manufacturing floor space and +/- 12,404 SF of ancillary office and 2,674 SF support space. The interior clear height is 32 feet.

4. A descriptive list of the fixed building equipment that will be a part of the rehabilitated/new facility

Review pdf attachment A (slide 2)

5. A time schedule for undertaking and completing the rehabilitation/new construction of the facility

Review pdf attachment A (slide 3)



Address:
6701 W Fort, Detroit, MI 48209

Parcel ID:
18000411-2

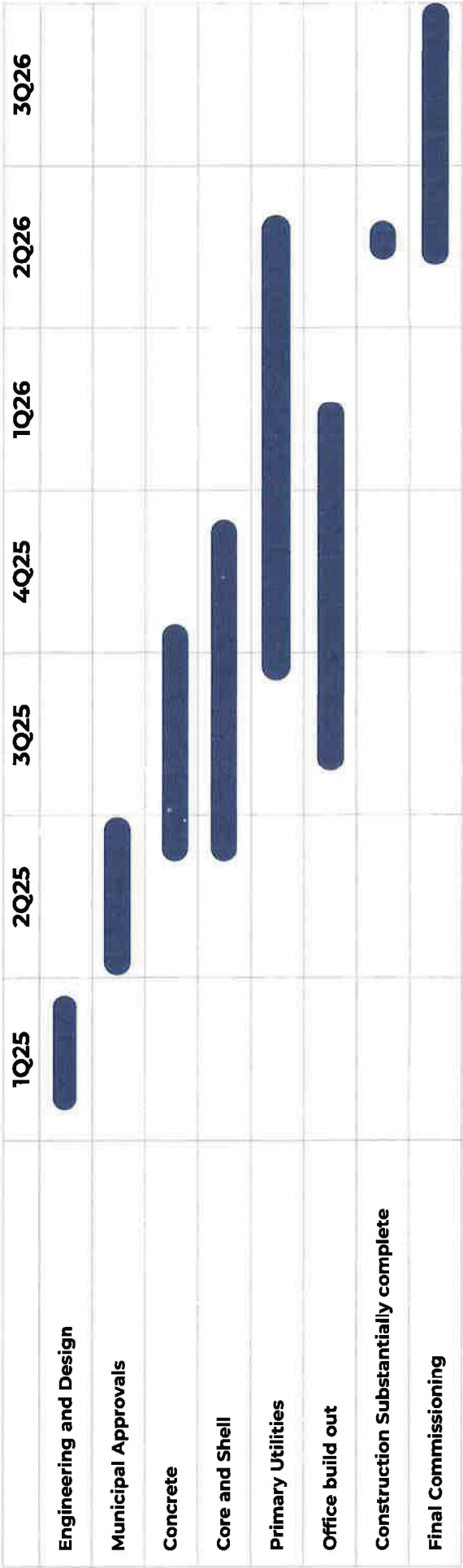
Legal Description:

S FORT ST — PT OF LOTS 52-55, LYING N & ADJ OF WABASH RAILROAD, PLAT OF THE SUB OF CRAWFORD'S TRACT L.2 P.6 WCR; PT OF LOT 42 & LOTS 43 - 56, INCL VAC ALLEY ADJ, BEARD'S & KIELER'S SUB L.18 P.42 WCR; DESC AS: COMM FROM THE SW COR OF LOT 31, BEARD'S & KIELER'S SUB L.18 P.42 WCR, TH N 28D 32M 10S W 349.87 FT TO POB; TH N 28D 32M 10S W 486.53 FT; TH N 60D E 822.58 FT; TH S 28D 29M 53S E 487.28 FT; TH S 60D 03M 06S W 224.72 FT; TH S 29D 56M 54S E 24.25 FT; TH S 60D 03M 06S W 102.6 FT; TH N 29D 56M 54S W 24.25 FT; TH S 60D 03M 06S W 494.92 FT TO POB — 9.25 ACRES SPLIT/COMBINED ON 02/23/2018 FROM 18000411-4



6701 W Fort St, Detroit, MI 48209 PA198 Backup





Construction Timeline

Project Hard Cost Breakdown

Description	Amount
General Requirements	\$167,580
Sites Works	\$6,098,596
Concrete	\$6,075,969
Masonry	\$132,550
Metals	\$3,555,126
Wood & Plastics	\$1,064,105
Thermal & Moisture Protection	\$1,994,977
Doors & Windows	\$742,869
Finishes	\$691,311
Specialities	\$181,600
Equipment	\$105,230
Furnishings	\$15,000
Special Construction	\$193,840
Total Building	\$21,018,753
Mechanical Plumbing	\$4,589,490
Electrical	\$4,812,437
Total MEP	\$30,420,680
Total Indirect	\$3,401,201
Fee	\$1,437,430
Total	\$35,259,311
Contingency	\$1,057,779
Total	\$36,317,090

ATTACHMENT B

PA 198 Certificate Application

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	▶ Date Received by Local Unit
STC Use Only	
▶ Application Number	▶ Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) Luxwall, Inc.		▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 327215	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 6701 W Fort St, Detroit, MI 48209		▶ 1d. City/Township/Village (indicate which) Detroit	▶ 1e. County Wayne
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment		▶ 3a. School District where facility is located Detroit	▶ 3b. School Code 82010
		4. Amount of years requested for exemption (1-12 Years) 12 years	
5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed. The newly constructed, 276,000 ft ² facility will be used to manufacture vacuum insulated glass. Facility will be broken down into 10,000 ft ² of office space, 6,000 ft ² of quality control and crib space and 260,000 of manufacturing floor space. Within the manufacturing space, there will be equipment to cut and temper float glass. There will be a line that then takes the tempered glass and mates them into a vacuum insulated unit. See attachment 6701 W. Fort St. Cost.			
6a. Cost of land and building improvements (excluding cost of land) * Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.		▶ \$36,317,090 Real Property Costs	
6b. Cost of machinery, equipment, furniture and fixtures * Attach itemized listing with month, day and year of beginning of installation, plus total		▶ \$0 Personal Property Costs	
6c. Total Project Costs * Round Costs to Nearest Dollar		▶ \$36,317,090 Total of Real & Personal Costs	
7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC. Real Property Improvements ▶ <u>Begin Date (M/D/Y)</u> 03/10/2025 <u>End Date (M/D/Y)</u> 05/08/2026 ▶ <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased Personal Property Improvements ▶ _____ ▶ <input type="checkbox"/> Owned <input type="checkbox"/> Leased			
▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 0		▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 277	
11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation. a. TV of Real Property (excluding land) b. TV of Personal Property (excluding inventory) c. Total TV			
▶ 12a. Check the type of District the facility is located in: <input checked="" type="checkbox"/> Industrial Development District <input type="checkbox"/> Plant Rehabilitation District			
▶ 12b. Date district was established by local government unit (contact local unit) 01/26/2016		▶ 12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Dominic Casinelli	13b. Telephone Number (586) 405-8325	13c. Fax Number	13d. E-mail Address dcasinelli@luxwall.com
14a. Name of Contact Person Dominic Casinelli	14b. Telephone Number (586) 405-8325	14c. Fax Number	14d. E-mail Address dcasinelli@luxwall.com
▶ 15a. Name of Company Officer (No Authorized Agents) Scott Thomsen			
15b. Signature of Company Officer (No Authorized Agents)		15c. Fax Number	15d. Date
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1130 James L Hart Pkwy, Ypsilanti, MI 48197		15f. Telephone Number (586) 405-8325	15g. E-mail Address dcasinelli@luxwall.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

**Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909**

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

ATTACHMENT C

PA 198 IDD District Petition & Resolution

Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Robert R. Underwood, Jr. MC
Deputy City Clerk

RECEIVED

MAY 26 2015

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT
DIRECTOR'S OFFICE

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, May 22, 2015

To: The Department or Commission Listed Below

From: Janice M. Winfrey, Detroit City Clerk

AMENDMENT

Herewith, the following referral is a copy of Petition 2753

LAW DEPARTMENT CITY COUNCIL
CITY COUNCIL FISCAL ANALYSIS DIV. CITY COUNCIL RESEARCH & ANALYSIS
FINANCE DEPT/ASSESSMENTS DIV. PLANNING AND DEVELOPMENT DEPARTMENT

2753 *Sakthi Automotive Group, request for the Establishment of an Industrial Development District in the area of 6401 W. Fort Street, Detroit, MI 48209 in accordance wit Public Act 198 of 1974.*

NOTE: Attached please find additional documentation for the above mentioned petition.

PETITIONER IS AMENDING PETITION DUE TO:

2nd Amendment to add additional land to the district.. See attached.

Please provide the City Council with a report relative to this petition within four (4) weeks. Thanking you in advance.

HONIGMAN

Honigman Miller Schwartz and Cohn LLP
Attorneys and Counselors

Richard A. Barr

(313) 465-7308
Fax: (313) 465-7309
rbarr@honigman.com

By Hand Delivery

May 15, 2015

Office of Detroit City Clerk
2 Woodward Avenue
Coleman A. Young Municipal Center
Suite 200
Detroit, MI 48226

Re: Amended Request to Amend Boundaries of Industrial Development District No. 15

Ladies and Gentlemen:

This firm represents Sakthi Automotive Group USA, Inc. ("Sakthi"). On January 26, 2015, I sent you a letter on behalf of Sakthi dated January 20, 2015 requesting that the City Council adopt a resolution to amend the boundaries of Industrial Development District No. 15.

Sakthi now wishes to amend the request in its January 20, 2015 letter to add additional land to the district that was not included in its January 20, 2015 request. Enclosed on behalf of Sakthi is an updated letter dated January 26, 2015 (with revised exhibits) reflecting the inclusion of the additional land and including an updated request that the City Council adopt a resolution to amend the boundaries of the district. The enclosed letter replaces and supersedes Sakthi's January 20, 2015 letter.

Sakthi, which owns at least 75% of the state equalized value of industrial property located within the proposed expanded district, intends to make capital investments in the expanded district and in the near future to seek approval from the City Council for the issuance of one or more industrial facility exemption certificates in connection with its intended investments.

Please contact me with any questions and notify me in the event that a public hearing or other consideration of this request is scheduled. Your attention to this application would be greatly appreciated. Thank you for your assistance.

Very truly yours,

HONIGMAN MILLER SCHWARTZ AND COHN LLP


Richard A. Barr

Enc.

cc: Lalit Kumar, Sakthi Automotive Group USA, Inc. (w/enc.)

EXHIBIT A

Existing IDD No. 15

See attached Oct. 18, 2000 City Council resolution

TAKEN FROM THE DETROIT LEGAL NEWS OF OCTOBER 23, 2000

Law Department

October 18, 2000

Honorable City Council:

Re: City of Detroit/Planning and Development Department (Petition No. 3026)
Request for Expansion of Industrial Development District No. 15.

Submitted herewith is a Resolution approving the expansion Industrial Development District No. 15 in the area of 6401 W. Fort Street, Detroit, Michigan, according to the provisions of Act No. 198 of the Public Acts of 1974, as amended.

A Waiver of Reconsideration is requested.

Respectfully submitted,

PATRICK J. MURRAY

Assistant Corporation Counsel

By Council Member Hood:

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended ("Act 198"), this City Council has the authority to establish and expand "Industrial Development Districts" within the boundaries of the City of Detroit; and

Whereas, Mentor Automotive, Inc. and F. J. Fisher L.L.C. have petitioned (Petition No. 3026) this City Council to expand an existing Industrial Development District in the area of 6401 W. Fort Street, Detroit, Michigan, the existing District more particularly described in Exhibit A attached hereto, and the proposed expansion described in Exhibit B, attached hereto; and

Whereas, Act 198 requires that prior to the establishment or expansion of an Industrial Development District, the City Council shall provide an opportunity for a hearing on the establishment or expansion of the District, at which hearing any owner of real property within the proposed District and any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

Whereas, a public hearing was conducted before the Detroit City Council on October 18, 2000, at 10:15 a.m. for the purpose of considering and approving the expansion of the proposed Industrial Development District; the expansion being more fully described in Exhibit B attached hereto, at which hearing the owners of property within the proposed district and other residents had an opportunity to address the expansion of said district; and

Whereas, no impediments to the expansion of the Industrial Development District were presented at the public hearing on October 18, 2000;

Now, Therefore Be it

Resolved, that the expansion of Industrial Development District No. 15, the expanded District being more particularly described in Exhibit B attached hereto, is hereby approved and established;

PHYLIS A. JAMES

Corporation Counsel

EXHIBIT A

Existing City of Detroit Industrial Development District #15

EQUAL DESCRIPTION OF PROPERTY

Acres

No. 1. A parcel of land beginning North

28 degrees 02 minutes West 125.0 feet from Northwestern corner of Lot 4 then North 60 degrees 35 minutes East 56.10 feet thence South 30 degrees 04 minutes 06 seconds East 18.35 feet thence South 60 degrees 35 minutes West 7.90 feet thence South 28 degrees 02 minutes East 53.50 feet thence South 60 degrees 35 minutes West 4 feet thence South 28 degrees 11 minutes 30 seconds East 53.14 feet, thence South 60 degrees 35 minutes West 45.00 feet.

No. 2. A parcel of land beginning North 28 degrees 02 minutes West 115.0 feet from Northwestern corner of Lot 57 then North 62 degrees 00 minutes East 344.13 feet thence South 28 degrees 00 minutes East 105.00 feet thence South 62 degrees 00 minutes West 344.29 feet.

No. 3. A parcel of land beginning North 28 degrees 03 minutes 20 seconds West 120.00 feet and North 32 degrees 10 minutes 20 seconds 100.27 feet from Northwestern corner Lot 66 thence North 62 degrees 00 minutes East 166.14 feet thence South 28 degrees 00 minutes East 220.00 feet thence South 62 degrees 00 minutes West 158.65 feet.

No. 4. A parcel of land beginning North 28 degrees 00 minutes West 248.5 feet from the Northwestern corner of Lot 26 thence North 62 degrees 00 minutes East 103.05 feet thence North 28 degrees 00 minutes West 252 feet thence North 62 degrees 00 minutes East 103.05 feet thence South 28 degrees 00 minutes East 390.00 feet thence South 62 degrees 00 minutes West 65.55 feet thence North 28 degrees 00 minutes West 138.86 feet thence South 62 degrees 00 minutes West 110.55 feet.

No. 5. Building 18 and Lot P. A parcel of land beginning North 28 degrees 00 minutes West 967.00 feet from Northwestern corner of Lot 67 thence North 60 degrees 20 minutes 57 seconds East 505.7 feet thence South 27 degrees 55 minutes 30 seconds East 967.00 feet thence South 61 degrees 57 minutes 49 seconds 508.8 feet.

No. 5. Crawford Street. A parcel of land beginning North 27 degrees 55 minutes 30 seconds West 732.8 feet from 30 feet from Northeast corner of Lot 17 thence North 62 degrees 04 minutes 30 seconds 88.0 feet thence South 27 degrees 55 minutes 30 seconds 732.51 feet East thence South 61 degrees 59 minutes 49 seconds 86 feet.

No. 5. Building 26. A parcel of land beginning North 27 degrees 55 minutes 30 seconds 732.51 feet from Northwestern corner of Lot 6 Thence 60 degrees 35 minutes 02 seconds East 483.92 feet thence South 27 degrees 56 minutes 54 seconds 744.47 feet thence South 61 degrees 59 minutes 49 seconds 464.06 feet.

No. 6. A parcel of land beginning North 27 degrees 56 minutes 54 seconds West 130.0 feet from Northwestern corner of Lot 2 North 60 degrees 27 minutes 22 seconds 270 feet thence South 27 degrees 56 minutes 54 seconds 130 feet thence South 27 degrees 56 minutes 54 seconds West 270 feet.

No. 7. A parcel of land beginning North 27 degrees 56 minutes 54 seconds 745.80 feet from Northwestern corner of Lot 268 thence North 60 degrees 27 minutes 22 seconds 485.01 feet thence South 28 degrees 15 minutes 28 seconds East 744 feet thence South 61 degrees 45 minutes 44 seconds West 474.78 feet.

No. 8. A parcel of land beginning North 28 degrees 15 minutes 26 seconds 390 feet from Northwestern corner of Lot 311 thence 61 degrees 57 minutes 50 seconds 317 feet thence South 28 degrees 15 minutes 25 seconds 390 feet thence South 61 degrees 45 minutes 44 seconds West 317 feet.

No. 9. A parcel of land beginning North 28 degrees 01 minutes 10 seconds West 390.75 feet from Northwestern corner of Lot 335 thence North 61 degrees 57 minutes 50 seconds East 120.20 feet East thence South 28 degrees 01 minutes 10 seconds East 170.36 feet thence North 61 degrees 57 minutes 50 seconds East 40.0 feet thence North 28 degrees 01 minutes 10 seconds West 140.36 feet thence North 61 degrees 57 minutes 50 seconds East 177 feet thence South 28 degrees 01 minutes 10 seconds East 390.95 feet thence South 61 degrees 57 minutes 50 seconds West 317.36 feet.

EXHIBIT B

Addition to City of Detroit Industrial Development District #15

LEGAL DESCRIPTION OF PROPERTY

All that part of Rademacher Street, 66 feet wide, between West Fort Street, 100 feet wide and Norfolk/Southern Railroad R.O.W., 60 feet wide, lying easterly of and abutting the east line of Lots 9-23, both inclusive, Lots 48 & 49, the east-west vacated public alley, 10.00 feet wide (vacated July 29, 1969; JCC Pgs. 1961-62), and the east-west vacated public alley, 18.00 feet wide (vacated May 27, 1969; JCC Pgs. 1281-82), as platted in "Harmon's Sub. of the North 661 60/100 feet of Lots 56 & 57 of the Sub. of Crawford's Tract, being part of Private Claims 270, 267 & 268; Springwells (now Detroit), Wayne County, Michigan, as recorded in Liber 10, Page 61 Plats, Wayne County Records; also, lying westerly of and abutting the west line of Lots 1, 33, 34 vacated Reisman Avenue, 50 feet wide, the vacated public alley, 20 feet wide, north of Reisman, the vacated public alley, 20 feet wide, south of Reisman, (all vacated March 30, 1965; JCC Pg. 672) as platted in "J. I. Tumbull's Sub. of the Sub. of the Nty 397 ft. of Lots 58, 59 & 60 of Crawford's Fort Tract," Springwells (now Detroit), Wayne County, Michigan; P.C. 268, City of Detroit, Wayne County, Michigan, as recorded in Liber 24, Page 87 Plats, Wayne County Records; also, lying westerly of and abutting the west line of Lot 58 of "Plat of the Subdivision of Crawford's Fort Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268, as recorded in Liber 2, Page 6 Plats, Wayne County Records; also, lying westerly of and abutting the west line of a northern part of Lot 87 of "Plat of Pohl's Subdivision of part of

Lots 48 through 50 inclusive and the adjoining vacant acre of Williams' Sub of the North 801 800 feet of L-28-66 and 67 of the Sub of Crowsfoot Park, being part of Private Claims 2712, 2837 and 2838, City of Everett, Wayne County, Michigan are recorded in Liber 10 of Plans on page 61, Wayne County Records and being more particularly described as follows: Beginning at the north-easterly corner of Lot 48 of the North-easterly Subdivision of P. 61, W.C.R. and proceeding thence from said point of Beginning South 28 degrees 04 minutes 00 seconds East along the westerly line of said Subdivision Avenue (60 feet wide), said line being also the easterly line of L-28-66 and the easterly end of a vacant alley (10 feet wide), a distance of 118.00 feet to the pole of intersection of the northerly line of the North-easterly Southern railroad right-of-way (60 feet wide) with the westerly line of said Subdivision Avenue; thence South 61 degrees 08 minutes 54 seconds west along the northerly line of said railroad right-of-way, said line being also the westerly line of said Veterans' Sub a distance of 344.31 feet to the point of intersection of the easterly line of Williams' Sub (16 feet wide) with the northerly line of said railroad right-of-way; thence South 27 degrees 58 minutes 22 seconds west along the easterly line of said

Lots 1 through 9 inclusive, of Harmon's Sub. of the North 851.60 feet of Lots 58 and 57 of the North 40 of Crawford's First Tract, being part of Private Claims 720, 267 and 268, City of Detroit, Wayne County, Michigan as recorded in Liber 10 of Plats on Page 51, Wayne County Records and being more particularly described as follows: Beginning at the northwestern corner of Lot 1 of "Harmon's Subdivision", S. 10, P. 16, P. 1 of W.C.R.; and proceeding thence north 90 degrees 31 minutes 40 seconds east, along the southerly line of said Lot 1 (100 feet wide), said line being also the southerly line of Lot 2 through a success- of said subdivisions, a distance of 348.10 feet to the northwestern corner of said Lot 6; thence along S. 10th line of 40 minutes 40 seconds east along the westerly line of said subdivision, a distance of 100 feet, said line being also the southerly line of

***WAIVER OF RECONSIDERATION**
(No. 5), per Motions before Adjournment.

WAVES OF RECONSIDERATION
(No. 5), per Motions before Adjournment.

EXHIBIT B

Additional Property Proposed to Be Added to IDD No. 15

Real property in the City of Detroit, County of Wayne, State of Michigan, described as follows:

Lots 1 through 7 inclusive of "Kurth's Resub. of Lots 1, 2, 3, and 4 of Kurth's Sub. of Lot 61 of Crawford's Sub. of Fort Tract Being Part of P.C. 268", as recorded in Liber 23 of Plats on Page 89, Wayne County Records; Lots 5 through 25 inclusive of "Kurth's Subdivision of Lot 61 of Crawford's Subdivision of Fort Tract being part of Private Claim 268" as recorded in Liber 10 of Plats on Page 5, Wayne County Records; Lots 129, 131, 134, 135, 136, 137, 138 and 209 of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats on Page 19, Wayne County Records; Lots 1 through 44 inclusive of "Daniel Scotten's Subdivision of that part of Private Claim 268 lying between Fort Street and Sword Avenue and West of Artillery Avenue" as recorded in Liber 20 of Plats on Page 66, Wayne County Records; including vacated streets and alleys, all being located in the City of Detroit, Wayne County, Michigan and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." as recorded in Liber 24 of Plats on Page 87, Wayne County Records; running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 16 inclusive of said "J. I. Turnbull's Sub.", a measured distance of 505.51 feet (recorded 505.70

feet) to the Northeasterly corner of said Lot 16, said point being also the Southwesterly corner of vacated Crawford Avenue, (66 feet wide) and said Front Street; thence North 60 degrees 29 minutes 43 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly end of said vacated Crawford Avenue, a distance of 66.03 feet to the Southeasterly corner of said Fort Street and vacated Crawford Avenue, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 60 degrees 35 minutes 00 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 5 through 1 inclusive of said "Kurth's Resub." (L. 23 Plats, P. 89, W.C.R.), the Northerly line of Lots 129, 131, 134, 135, 136, 137 and 138 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.), and the Northerly line of Lots 1, 2, 3 and 4 of said "Daniel Scotten's Subdivision" (L. 20 Plats, P. 66, W.C.R.), a measured distance of 483.86 feet (recorded 484.73 feet) to the Northeasterly corner of said Lot 138; thence South 27 degrees 58 minutes 40 seconds East, along the Westerly line of Livernois Avenue (recorded 66 feet wide), said line being also the Easterly line of said Lot 138, a distance of 130.00 feet to the Southeasterly corner of said lot; thence South 27 degrees 45 minutes 12 seconds East, along the Westerly line of said Livernois Avenue, said line being also the Easterly end of a vacated alley (20 feet wide), a distance of 20.00 feet to the Northeasterly corner of lot 209 of said "Plat of

Daniel Scotten's Subdivision"; thence continuing along the Westerly line of said Livernois Avenue, South 27 degrees 56 minutes 54 seconds East, said line being also the Easterly line of said Lot 209 and the Easterly line of Lots 5 and 6, the Easterly end of vacated Muster Avenue (60 feet wide), the Easterly line of Lots 19 through 26 inclusive, the Easterly end of vacated Hussar Avenue (60 feet wide), the Easterly line of Lots 39 through 42 inclusive, the Easterly end of a vacated alley (30 feet wide) and the Easterly line of Lot 43 of said "Daniel Scotten's Subdivision", a measured distance of 744.47 feet recorded 744.00 feet) to the Southeasterly corner of said Lot 43; thence South 62 degrees 00 minutes 00 seconds West, along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of Lots 43 and 44 of said "Daniel Scotten's Subdivision", the Southerly end of a vacated alley (10 feet wide), and the Southerly line of Lot 25 of said "Kurth's Subdivision" (L. 10 Plats, P. 5, W.C.R.), a measured distance of 484.06 feet (recorded 484.78 feet) to the point of intersection of said railroad right-of-way with the Easterly line of said vacated Crawford Avenue; thence North 27 degrees 55 minutes 30 seconds West, along the Easterly line of said vacated Crawford Avenue, said line being also the Westerly line of Lots 25 through 5 inclusive of said "Kurth's Subdivision", the Westerly line of Lots 7 and 6, the Westerly end of a vacated alley (20 feet wide) and the Westerly line of Lot 5 of said "Kurth's Resub.", a measured distance of 882.51 feet (recorded 883.13 feet) to the point of beginning.

Together with:

That portion of vacated Crawford Avenue (66 feet wide) lying between the Southerly line of Fort Street (100 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), City of Detroit, Wayne County, Michigan and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." as recorded in Liber 24 of Plats on Page 87, Wayne County Records; running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 16 inclusive of said "J. I. Turnbull's Sub.", a measured distance of 505.51 feet (recorded 505.70 feet) to the Northeasterly corner of said Lot 16, said point being also the Southwesterly corner of vacated Crawford Avenue, (66 feet wide) and said Fort Street; and the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 60 degrees 29 minutes 43 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly end of said vacated Crawford Avenue, a distance of 66.03 feet to the Northwesterly corner of Lot 5 of "Kurth's Resub." as recorded in Liber 23 of Plats on Page 89, Wayne County Records; thence South 27 degrees 55 minutes 30 seconds East, along the Easterly line of said vacated Crawford Avenue, said line being also the Westerly line of Lot 5, the Westerly end of a vacated alley (20 feet wide) and the Westerly line of Lots 6 and 7 of said "Kurth's Resub.", and the Westerly line of Lots 5 through 25 of "Kurth's Subdivision" as recorded in Liber 10 of Plats on Page 5, Wayne County Records, a measured distance of 882.51 feet (recorded

883.13 feet) to the Southwesterly corner of said Lot 25; thence South 62 degrees 00 minutes 00 seconds West, along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly end of said vacated Crawford Avenue, a distance of 66.00 feet to a point on the Westerly line of said vacated Crawford Avenue; thence North 27 degrees 55 minutes 30 seconds West, along the Westerly line of said vacated Crawford Avenue, said line being also part of the Easterly line of Lot 51 of "Pohl's Subdivision" as recorded in Liber 3 of Plats on Page 88, Wayne County Records, the Easterly line of that part of Lot 60 of the "Plat of the Subdivision of Crawford's Fort Tract" as recorded in Liber 2 of Plats on Page 6, Wayne County Records not taken for said vacated Crawford Avenue, and the Easterly end of a vacated alley (20 feet wide), the Easterly line of Lot 50, the Easterly end of vacated Reissman Avenue (50 feet wide), the Easterly line of Lot 17, the Easterly end of a vacated alley (20 feet wide) and the Easterly line of Lot 16 of said "J. I. Turnbull's Sub.", a measured distance of 880.77 feet to the point of beginning.

And together with a:

10 foot Wide Easement for Utilities and Railroad Access

Part of Lots 53 through 67 inclusive of the "Plat of Pohl's Subdivision of Part of Lots 58, 59 and 60 and Crawford's Subdivision of Lots 62 and 63 of the subdivision of Crawford's Fort Tract" City of Detroit, Wayne County, Michigan as recorded in Liber 3 of Plats on Page 88, Wayne County Records, and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." (L. 24, Plats, P. 87, W.C.R.); running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 13 inclusive and part of the Northerly line of Lot 14 of said "J. I. Turnbull's Sub.", a distance of 440.49 feet to a point; thence South 27 degrees 55 minutes 30 seconds East a distance of 869.20 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 27 degrees 55 minutes 30 seconds East a distance of 10.00 feet to a point on the Northerly line of the Norfolk/Southern/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 57 minutes 45 seconds West, along the Northerly line of said railroad right-of-way, through the interior of Lots 53 through 67 inclusive of said "Pohl's Subdivision" (L. 3, Plats, P. 88, W.C.R.), a distance of 438.17 feet to the point of intersection of said railroad right-of-way line with the Easterly line of said Rademacher Avenue; thence North 28 degrees 04 minutes 06 seconds West, along the Easterly line of said Rademacher Avenue, said line being also part of the Westerly line of Lot 67 of said "Pohl's Subdivision", a distance of 10.00 feet to a point; thence North 61 degrees 57 minutes 45 seconds East, along a line 10.00 feet Northerly of, as measured at right angles to and parallel with the Northerly line of said railroad right-of-way, a distance of 438.19 feet to the point of beginning.

Together with:

S FORT 55 THRU 52 ALL THAT PART LYG N OF AND ADJ TO WABASH R R R/W SUB
OF CRAWFORDS FORT TRACT L2 P6 PLATS, W C R 18/4 56 THRU 31 BEARD &
KIELERS SUB & VAC ALLEYS ADJ L18 P42 PLATS, W C R 18/--- 696,364 SQ FT

Together with:

Lot(s) 18 through 53 of BEARD'S SUBDIVISION OF PART OF LOTS 18 AND 19 OF WESSON'S SECTION OF PART OF P. C. 267, according to the plat thereof recorded in Liber 1 of Plats, Page 187 of Wayne County Records, according to the Plat thereof as recorded in Liber 61, Page 83 of Plats, Wayne County Records.

ALSO DESCRIBED AS:

Lots 18 through 34, inclusive, and Lots 37 through 53, inclusive, including the adjoining 1/2 of the vacated public alley at the rear of said lots, and Lots 35 and 36, including all of the vacated public alley lying Southerly of said lots and including the adjoining 1/2 of the vacated public alley at the rear of said lots, BEARD'S SUBDIVISION OF PART OF LOTS 18 AND 19 OF WESSON'S SECTION OF PART OF P. C. 267, as recorded in Liber 1, Page 187, according to the Plat thereof as recorded in Liber 61, Page 83 of Plats, Wayne County Records.

Together with:

Lots 1 through 12, inclusive, also the vacated East and West alley adjacent to the Southerly line of said Lots 1 to 12 inclusive; also Lots 13 and 58 and the North 10 feet of Lots 14 and 57, together with the vacated North and South alley lying between said Lots 13 and 58 and the North 10 feet of said Lots 14 and 57, Beard's Subdivision, as recorded in Liber 61 of Plats, page 83, Wayne County Records

Together with:

Lots 54 through 56, inclusive, and 15 through 17, inclusive, and vacated alley adjacent to said lots, Beard's Subdivision, as recorded in Liber 61 of Plats, Page 83, Wayne County Records.

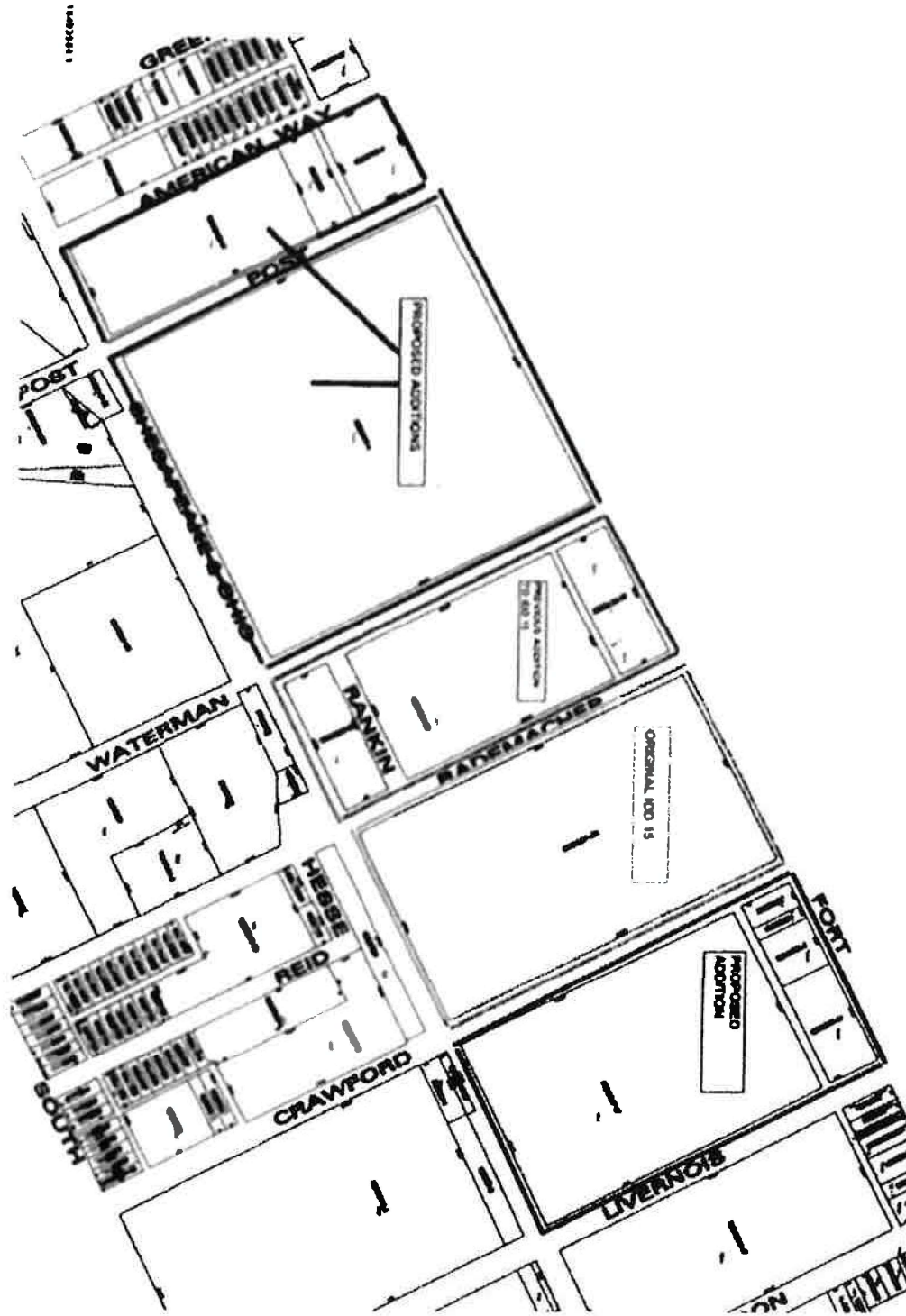
Tax parcels numbers:

18000385, 18000386, 18000336-81, 18000382-4, 18007357-87.

18000411-4, 18008745-64, 18000415-6, 18008765

EXHIBIT C

Depiction of Proposed Expanded IDD No. 15



Janice M. Winfrey
City Clerk

City of Detroit
OFFICE OF THE CITY CLERK

Robyn R. Underwood, CMG
Deputy City Clerk

RECEIVED

MAY 26 2015

CITY OF DETROIT
PLANNING & DEVELOPMENT DEPT
DIRECTOR'S OFFICE

DEPARTMENTAL REFERENCE COMMUNICATION

Friday, May 22, 2015

To: *The Department or Commission Listed Below*

From: *Janice M. Winfrey, Detroit City Clerk*

AMENDMENT

Herewith, the following referral is a copy of Petition **2753**

LAW DEPARTMENT CITY COUNCIL
CITY COUNCIL FISCAL ANALYSIS DIV. CITY COUNCIL RESEARCH & ANALYSIS
FINANCE DEPT/ASSESSMENTS DIV. PLANNING AND DEVELOPMENT DEPARTMENT

2753 *Sakthi Automotive Group, request for the Establishment of an Industrial Development District in the area of 6401 W. Fort Street, Detroit, MI 48209 in accordance wit Public Act 198 of 1974.*

NOTE: Attached please find additional documentation for the above mentioned petition.

PETITIONER IS AMENDING PETITION DUE TO:

to amend Boundaries of Industrial Development District No. 15. See attac

Please provide the City Council with a report relative to this petition within four (4) weeks. Thanking you in advance.

HONIGMAN

Honigman Miller Schwartz and Cohn LLP
Attorneys and Counselors

Richard A. Barr

(313) 465-7308
Fax: (313) 465-7309
rbarr@honigman.com

By Hand Delivery

January 26, 2015

Office of Detroit City Clerk
2 Woodward Avenue
Coleman A. Young Municipal Center
Suite 200
Detroit, MI 48226

Re: Request to Amend Boundaries of Industrial Development District No. 15

Ladies and Gentlemen:

Enclosed on behalf of Sakthi Automotive Group USA, Inc., please find a January 20, 2015 letter requesting that the City Council adopt a resolution to amend the boundaries of Industrial Development District No. 15. The district boundaries were last amended by the City Council on or about October 18, 2000 (see Exhibit A to the attached letter).

Sakthi Automotive Group USA, Inc., which owns at least 75% of the state equalized value of industrial property located within the proposed expanded district, intends to make capital investments in the expanded district and in the near future to seek approval from the City Council for the issuance of one or more industrial facility exemption certificates in connection with its intended investments.

Please contact me with any questions and notify me in the event that a public hearing or other consideration of this request is scheduled. Your attention to this application would be greatly appreciated.

Thank you for your assistance.

Very truly yours,

HONIGMAN MILLER SCHWARTZ AND COHN LLP



Richard A. Barr

Enc.

cc: Lalit Kumar, Sakthi Automotive Group USA, Inc. (w/enc.)



January 20, 2015

City Clerk

City of Detroit

Coleman A. Young Municipal Center

Detroit, MI 48226

Re: Request to Amend Boundaries of Industrial Development District No. 15

Dear City Clerk:

Sakthi Automotive Group USA, Inc., owner of the property located within Industrial Development District No. 15, as modified by resolution of the Detroit City Council adopted on October 18, 2000, described on Exhibit A attached hereto (the "IDD"), and as proposed owner of the property described on Exhibit B attached hereto (the "Additional Property"), hereby requests that the City of Detroit City Council amend the boundaries of the IDD to include the Additional Property pursuant to Act 198 of 1974, as amended, MCL 207.554.

See Exhibit C for an approximate depiction of the proposed expanded district.

Respectfully submitted,

Sakthi Automotive Group USA, Inc.,
a Michigan corporation

By: 

Its: CEO

6401 W. Fort Street, Detroit, Michigan 48209 313.551.6001 (Phone) 313.551.6002 (Fax)
www.sakthiauto.com

EXHIBIT A

Existing IDD No. 15

See attached Oct. 18, 2000 City Council resolution

TAKEN FROM THE DETROIT LEGAL NEWS OF OCTOBER 23, 2000

Law Department

October 18, 2000

Honorable City Council:
Re: City of Detroit/Planning and Development Department (Petition No. 3026)
Request for Expansion of Industrial Development District No. 15.

Submitted herewith is a Resolution approving the expansion Industrial Development District No. 15 in the area of 6401 W. Fort Street, Detroit, Michigan, according to the provisions of Act No. 198 of the Public Acts of 1974, as amended.

A Waiver of Reconsideration is requested.

Respectfully submitted,

PATRICK J. MURRAY
Assistant Corporation Counsel

By Council Member Hood:

Whereas, pursuant to Act No. 198 of the Public Acts of 1974, as amended ("Act 198"), this City Council has the authority to establish and expand "Industrial Development Districts" within the boundaries of the City of Detroit, and

Whereas, Mentor Automotive, Inc. and F. J. Fisher L.L.C. have petitioned (Petition No. 3026) this City Council to expand an existing Industrial Development District in the area of 6401 W. Fort Street, Detroit, Michigan, the existing District more particularly described in Exhibit A attached hereto, and the proposed expansion described in Exhibit B, attached hereto, and

Whereas, Act 198 requires that prior to the establishment or expansion of an Industrial Development District, the City Council shall provide an opportunity for a hearing on the establishment or expansion of the District, at which hearing any owner of real property within the proposed District and any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

Whereas, a public hearing was conducted before the Detroit City Council on October 18, 2000, at 10:15 a.m. for the purpose of considering and approving the expansion of the proposed Industrial Development District, the expansion being more fully described in Exhibit B attached hereto, at which hearing the owners of property within the proposed district and other residents had an opportunity to address the expansion of said district; and

Whereas, no impediments to the expansion of the Industrial Development District were presented at the public hearing on October 18, 2000;

Now, Therefore Be It
Resolved, that the expansion of Industrial Development District No. 15, the expanded District being more particularly described in Exhibit B attached hereto, is hereby approved and established as provided.

PHYLLIS A. JAMES
Corporation Counsel

EXHIBIT A

Existing City of Detroit Industrial Development District #15

LEGAL DESCRIPTION OF PROPERTY

Area

No. 1. A parcel of land beginning North

28 degrees 02 minutes West 125.0 feet from Northwestern corner of Lot 4 then North 60 degrees 35 minutes East 56.10 feet thence South 30 degrees 04 minutes 08 seconds East 18.35 feet thence South 60 degrees 35 minutes West 7.90 feet thence South 28 degrees 02 minutes East 53.50 feet thence South 60 degrees 35 minutes West 4 feet thence South 28 degrees 11 minutes 30 seconds East 53.14 feet, thence South 60 degrees 35 minutes West 45.00 feet.

No. 2. A parcel of land beginning North 28 degrees 02 minutes West 115.0 feet from Northwestern corner of Lot 57 then North 62 degrees 00 minutes East 344.13 feet thence South 28 degrees 00 minutes East 105.00 feet thence South 62 degrees 00 minutes West 344.29 feet.

No. 3. A parcel of land beginning North 28 degrees 03 minutes 20 seconds West 120.00 feet and North 32 degrees 10 minutes 20 seconds 100.27 feet from Northwestern corner Lot 68 thence North 62 degrees 00 minutes East 166.14 feet thence South 28 degrees 00 minutes East 220.00 feet thence South 62 degrees 00 minutes West 158.65 feet.

No. 4. A parcel of land beginning North 28 degrees 00 minutes West 248.5 feet from the Northwestern corner of Lot 26 thence North 62 degrees 00 minutes East 103.05 feet thence North 28 degrees 00 minutes West 252 feet thence North 62 degrees 00 minutes East 103.05 feet thence South 28 degrees 00 minutes East 390.00 feet thence South 62 degrees 00 minutes West 85.55 feet thence North 28 degrees 00 minutes West 138.86 feet thence South 62 degrees 00 minutes West 110.55 feet.

No. 5. Building 18 and Lot P. A parcel of land beginning North 28 degrees 00 minutes West 967.00 feet from Northwestern corner of Lot 67 thence North 60 degrees 20 minutes 57 seconds East 505.7 feet thence South 27 degrees 55 minutes 30 seconds East 987.00 feet thence South 61 degrees 57 minutes 49 seconds 508.8 feet.

No. 5. Crawford Street. A parcel of land beginning North 27 degrees 55 minutes 30 seconds West 732.6 feet from 30 feet from Northeast corner of Lot 17 thence North 62 degrees 04 minutes 30 seconds 86.0 feet thence South 27 degrees 55 minutes 30 seconds 732.51 feet East thence South 61 degrees 59 minutes 49 seconds 86 feet.

No. 5. Building 26. A parcel of land beginning North 27 degrees 55 minutes 30 seconds 732.51 feet from Northwestern corner of Lot 6 Thence 60 degrees 35 minutes 02 seconds East 483.92 feet thence South 27 degrees 56 minutes 54 seconds 744.47 feet thence South 61 degrees 59 minutes 49 seconds 484.06 feet.

No. 6. A parcel of land beginning North 27 degrees 56 minutes 54 seconds West 130.0 feet from Northwestern corner of Lot 2 North 80 degrees 27 minutes 22 seconds 270 feet thence South 27 degrees 56 minutes 54 seconds 130 feet thence South 27 degrees 56 minutes 54 seconds West 270 feet.

No. 7. A parcel of land beginning North 27 degrees 56 minutes 54 seconds 745.80 feet from Northwestern corner of Lot 268 thence North 60 degrees 27 minutes 22 seconds 485.01 feet thence South 28 degrees 15 minutes 20 seconds East 744 feet thence South 61 degrees 45 minutes 44 seconds West 474.78 feet.

No. 8. A parcel of land beginning North 28 degrees 15 minutes 26 seconds 390 feet from Northwestern corner of Lot 311 thence 61 degrees 57 minutes 50 seconds 317 feet thence South 28 degrees 15 minutes 25 seconds 390 feet thence South 61 degrees 45 minutes 44 seconds West 317 feet.

No. 9. A parcel of land beginning North 28 degrees 01 minutes 10 seconds West 390.75 feet from Northwestern corner of Lot 335 thence North 61 degrees 57 minutes 50 seconds East 120.20 feet East thence South 28 degrees 01 minutes 10 seconds East 170.36 feet thence North 61 degrees 57 minutes 50 seconds East 40.0 feet thence North 28 degrees 01 minutes 10 seconds West, thence South 61 degrees 57 minutes 50 seconds West 20 feet thence North 28 degrees 01 minutes 10 seconds West 140.36 feet thence North 61 degrees 57 minutes 50 seconds East 177 feet thence South 28 degrees 01 minutes 10 seconds East 390.95 feet thence South 61 degrees 57 minutes 50 seconds West 317.36 feet.

EXHIBIT B

Addition to City of Detroit Industrial Development District #15

LEGAL DESCRIPTION OF PROPERTY

All that part of Rademacher Street, 66 feet wide, between West Fort Street, 100 feet wide and Norfolk/Southern Railroad R.O.W., 60 feet wide, lying easterly of and abutting the east line of Lots 9-23, both inclusive, Lots 48 & 49, the east-west vacated public alley, 10.00 feet wide (vacated July 29, 1969, JCC Pgs. 1961-62), and the east-west vacated public alley, 18.00 feet wide (vacated May 27, 1969, JCC Pgs. 1281-82), as platted in "Harmon's Sub. of the North 861 80'x100 feet of Lots 56 & 57 of the Sub. of Crawford's Tract, being part of Private Claims 270, 267 & 268, Springwells (now Detroit), Wayne County, Michigan, as recorded in Liber 10, Page 61 Plats, Wayne County Records; also, lying westerly of and abutting the west line of Lots 1, 33, 34 vacated Reissman Avenue, 50 feet wide, the vacated public alley, 20 feet wide, north of Reissman, the vacated public alley, 20 feet wide, south of Reissman, (all vacated March 30, 1965, JCC Pg. 872) as platted in "J. I. Turnbull's Sub. of the Sub. of the N1/2 387 ft. of Lots 58, 59 & 60 of Crawford's Fort Tract," Springwells (now Detroit), Wayne County, Michigan, P.C. 268, City of Detroit, Wayne County, Michigan, as recorded in Liber 24, Page 87 Plats, Wayne County Records; also, lying westerly of and abutting the west line of Lot 58 of "Plat of the Subdivision of Crawford's Fort Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268, as recorded in Liber 2, Page 5 Plats, Wayne County Records; also, lying westerly of and abutting the west line of a northerly part of Lot 67 of "Plat of Pohl's Subdivision of part of

TAKEN FROM THE DETROIT LEGAL NEWS OF OCTOBER 23, 2000

277

Lots 58, 59 & 60 and Crawford's Subdivision of Lots 58 & 60 of the Subdivision of Crawford's Port Tract, Springville (now Detroit), Wayne County, Michigan, T.2S., R.11E., as recorded in Liber 3, Page 88 Plat, Wayne County Records, etc.

All that part of Rensselaer Avenue, 80 feet wide, between Waterman and Rensselaer Avenues, lying southerly of and abutting the south line of Lots 58-60, both inclusive, and lying northerly of and abutting the north line of Lots 48-50, both inclusive, and 55 of the east-west public alley, 15 feet wide, between Waterman and Rensselaer Avenues, lying southerly of and abutting the south line of Lots 1-5, both inclusive, and lying northerly of and abutting the north line of Lots 24, 25 and the vacated public alley, 15.83 feet wide, as shown in "Harmont's Sub. of the North 801 601.00 feet of Lots 56 & 57 of the Sub. of Crawford's Port Tract," being part of Private Claims 270, 267 & 268, Springville (now Detroit), Wayne County, Michigan, as recorded in Liber 15, Page 61 Plat, Wayne County Records, etc.

That part of Rensselaer Avenue, 80 feet wide, between Rensselaer Avenue, and the North/Southern Railroad R.O.W., lying southerly of and abutting the east line of the north 80.83 feet of the south 74.10 feet of Lot 57 of "Part of the Subdivision of Crawford's Port Tract, being Private Claim No. 270, the East part of Private Claim No. 267 and the West part of Private Claim No. 268, as recorded in Liber 3, Page 88 Plat, Wayne County Records, etc. and lying southerly of and abutting the west line of the north 40.8 feet of Lot 57 and the northerly 9.5 feet of vacated Rensselaer Avenue (vacated April 7, 1890; J.C.C. Page 737-38) of "Part of Public Subdivision of part of Lots 58, 59 & 60 and Crawford's Subdivision of Lots 58 & 60 of the Subdivision of Crawford's Port Tract," Springville (now Detroit), Wayne County, Michigan, T.2S., R.11E., as recorded in Liber 3, Page 88 Plat, Wayne County Records, etc.

Lots 48 through 50 inclusive and the adjoining vacated alley of "Harmont's Sub. of the North 801.60 feet of Lots 56 and 57 of the Sub. of Crawford's Port Tract," being part of Private Claims 270, 267 and 268, City of Detroit, Wayne County, Michigan, as recorded in Liber 10 of Plats on Page 61, Wayne County Records and being more particularly described as follows: Beginning at the north-easterly corner of Lot 48 of "Harmont's Subdivision," (L. 10, Plat, P. 61, W.C.R.) and proceeding thence from said point of beginning north 27 degrees 04 minutes 06 seconds east, along the westerly line of Rensselaer Avenue (80 feet wide), said line being also the easterly line of Lot 49; and the southerly end of a vacated alley (10 feet wide), a distance of 115.00 feet to the point of intersection of the northerly line of the North/Southern railroad right-of-way (60 feet wide) with the westerly line of said Rensselaer Avenue; thence South 61 degrees 58 minutes 54 seconds west, along the northerly line of said railroad right-of-way, said line being also the southerly line of said vacated alley, a distance of 344.31 feet to the point of intersection of the westerly line of Waterman Avenue (80 feet wide) with the northerly line of said railroad right-of-way; thence North 27 degrees 04 minutes 06 seconds west, along the southerly line of said

the westerly end of said vacated alley and the westerly line of Lot 50 of said Subdivision, a distance of 115.00 feet to the north-westerly corner of said Lot 50; thence North 61 degrees 58 minutes 54 seconds east, along the southerly line of Rensselaer Avenue (80 feet wide), said line being also the northerly line of said Lots 48 through 49 inclusive, a distance of 344.13 feet to the point of beginning containing 0.508 acres, more or less, of land in area.

Lots 10 through 49 inclusive and the adjoining vacated alley of "Harmont's Sub. of the North 801.60 feet of Lots 56 and 57 of the Sub. of Crawford's Port Tract," being part of Private Claims 270, 267 and 268, City of Detroit, Wayne County, Michigan, as recorded in Liber 10 of Plats on Page 61, Wayne County Records and being more particularly described as follows: Beginning at the south-easterly corner of Lot 26 of "Harmont's Subdivision," (L. 10, Plat, P. 61, W.C.R.) and proceeding thence from said point of beginning north 27 degrees 04 minutes 06 seconds west, along the easterly line of Waterman Avenue (80 feet wide), said line being also the westerly line of Lot 28, the westerly end of a vacated east-west alley (10 feet wide), and the westerly line of Lots 37 through 39 inclusive of said subdivision, a distance of 344.11 feet to the north-easterly corner of said Lot 25; thence North 80 degrees 28 minutes 58 seconds east, along the southerly line of a public alley (18 feet wide), said line being also the northerly line of Lot 24, the northerly end of a vacated north-south alley (width varies) and the northerly line of Lot 10 of said subdivision, a measured distance of 348.28 feet (recorded 348.51 feet) to the north-easterly corner of said Lot 10; thence South 28 degrees 04 minutes 06 seconds west, along the westerly line of Rensselaer Avenue (80 feet wide), said line being also the easterly line of Lots 10 through 23 inclusive, the southerly end of said vacated east-west alley and the southerly line of Lot 48 of said subdivision, a distance of 583.05 feet to the south-easterly corner of said Lot 46; thence South 61 degrees 58 minutes 54 seconds west, along the northerly line of Rensselaer Avenue (80 feet wide), said line being also the southerly line of said Lots 48 through 50 inclusive of said subdivision, a distance of 344.08 feet to the point of beginning containing 4.589 acres, more or less, of land in area.

Lots 1 through 9 inclusive, of Harmont's Sub. of the North 801.60 feet of Lots 56 and 57 of the Sub. of Crawford's Port Tract, being part of Private Claims 270, 267 and 268, City of Detroit, Wayne County, Michigan, as recorded in Liber 10 of Plats on Page 61, Wayne County Records and being more particularly described as follows: Beginning at the north-easterly corner of Lot 1 of "Harmont's Subdivision," (L. 10, Plat, P. 61, W.C.R.) and proceeding thence North 60 degrees 31 minutes 40 seconds east, along the southerly line of Fort Street (100 feet wide), said line being also the northerly line of Lots 1 through 9 inclusive of said subdivision, a distance of 363.10 feet to the north-easterly corner of said Lot 8; thence South 28 degrees 04 minutes 06 seconds west, along the westerly line of Rensselaer Avenue (80 feet wide), said line being also the easterly line of

erty corner of said Lot 8; thence South 60 degrees 28 minutes 06 seconds west, along the northerly line of a public alley (18 feet wide) said line being also the southerly line of Lots 8 through inclusive of said subdivision, a measured distance of 343.51 feet (recorded 348.58 feet) to the south-easterly corner of said Lot 1; thence North 27 degrees 04 minutes 06 seconds west, along the southerly line of Waterman Avenue (80 feet wide), said line being also the westerly line of said Lot 1, a measured distance of 157.11 feet (recorded 150 feet) to the point of beginning containing 1.082 acres, more or less, of land in area.

Adopted as follows:

Yes — Council Members Cleveland, K. Cochran, Jr., S. Cochran, Everett, Hood, Mahaffey, Scott, Threlley-Talbot, and President Hill — 6.

None — None.

"WAIVER OF RECONSIDERATION (No. 6), per Motions before Adjournment.

EXHIBIT B

Additional Property Proposed to Be Added to IDD No. 15

Real property in the City of Detroit, County of Wayne, State of Michigan, described as follows:

Lots 1 through 7 inclusive of "Kurth's Resub. of Lots 1, 2, 3, and 4 of Kurth's Sub. of Lot 61 of Crawford's Sub. of Fort Tract Being Part of P.C. 268", as recorded in Liber 23 of Plats on Page 89, Wayne County Records; Lots 5 through 25 inclusive of "Kurth's Subdivision of Lot 61 of Crawford's Subdivision of Fort Tract being part of Private Claim 268" as recorded in Liber 10 of Plats on Page 5, Wayne County Records; Lots 129, 131, 134, 135, 136, 137, 138 and 209 of the "Plat of Daniel Scotten's Subdivision of that part of Private Claim 32 and the East 735.90 feet of Private Claim 268, lying between Fort Street and the River Road" as recorded in Liber 9 of Plats on Page 19, Wayne County Records; Lots 1 through 44 inclusive of "Daniel Scotten's Subdivision of that part of Private Claim 268 lying between Fort Street and Sword Avenue and West of Artillery Avenue" as recorded in Liber 20 of Plats on Page 66, Wayne County Records; including vacated streets and alleys, all being located in the City of Detroit, Wayne County, Michigan and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." as recorded in Liber 24 of Plats on Page 87, Wayne County Records; running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 16 inclusive of said "J. I. Turnbull's Sub.", a measured distance of 505.51 feet (recorded 505.70

feet) to the Northeasterly corner of said Lot 16, said point being also the Southwesterly corner of vacated Crawford Avenue, (66 feet wide) and said Front Street; thence North 60 degrees 29 minutes 43 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly end of said vacated Crawford Avenue, a distance of 66.03 feet to the Southeasterly corner of said Fort Street and vacated Crawford Avenue, said point being the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 60 degrees 35 minutes 00 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 5 through 1 inclusive of said "Kurth's Resub." (L. 23 Plats, P. 89, W.C.R.), the Northerly line of Lots 129, 131, 134, 135, 136, 137 and 138 of said "Plat of Daniel Scotten's Subdivision" (L. 9 Plats, P. 19, W.C.R.), and the Northerly line of Lots 1, 2, 3 and 4 of said "Daniel Scotten's Subdivision" (L. 20 Plats, P. 66, W.C.R.), a measured distance of 483.86 feet (recorded 484.73 feet) to the Northeasterly corner of said Lot 138; thence South 27 degrees 58 minutes 40 seconds East, along the Westerly line of Livernois Avenue (recorded 66 feet wide), said line being also the Easterly line of said Lot 138, a distance of 130.00 feet to the Southeasterly corner of said lot; thence South 27 degrees 45 minutes 12 seconds East, along the Westerly line of said Livernois Avenue, said line being also the Easterly end of a vacated alley (20 feet wide), a distance of 20.00 feet to the Northeasterly corner of lot 209 of said "Plat of

Daniel Scotten's Subdivision"; thence continuing along the Westerly line of said Livernois Avenue, South 27 degrees 56 minutes 54 seconds East, said line being also the Easterly line of said Lot 209 and the Easterly line of Lots 5 and 6, the Easterly end of vacated Muster Avenue (60 feet wide), the Easterly line of Lots 19 through 26 inclusive, the Easterly end of vacated Hussar Avenue (60 feet wide), the Easterly line of Lots 39 through 42 inclusive, the Easterly end of a vacated alley (30 feet wide) and the Easterly line of Lot 43 of said "Daniel Scotten's Subdivision", a measured distance of 744.47 feet recorded 744.00 feet) to the Southeasterly corner of said Lot 43; thence South 62 degrees 00 minutes 00 seconds West, along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly line of Lots 43 and 44 of said "Daniel Scotten's Subdivision", the Southerly end of a vacated alley (10 feet wide), and the Southerly line of Lot 25 of said "Kurth's Subdivision" (L. 10 Plats, P. 5, W.C.R.), a measured distance of 484.06 feet (recorded 484.78 feet) to the point of intersection of said railroad right-of-way with the Easterly line of said vacated Crawford Avenue; thence North 27 degrees 55 minutes 30 seconds West, along the Easterly line of said vacated Crawford Avenue, said line being also the Westerly line of Lots 25 through 5 inclusive of said "Kurth's Subdivision", the Westerly line of Lots 7 and 6, the Westerly end of a vacated alley (20 feet wide) and the Westerly line of Lot 5 of said "Kurth's Resub.", a measured distance of 882.51 feet (recorded 883.13 feet) to the point of beginning.

Together with:

That portion of vacated Crawford Avenue (66 feet wide) lying between the Southerly line of Fort Street (100 feet wide) and the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), City of Detroit, Wayne County, Michigan and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." as recorded in Liber 24 of Plats on Page 87, Wayne County Records; running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 16 inclusive of said "J. I. Turnbull's Sub.", a measured distance of 505.51 feet (recorded 505.70 feet) to the Northeasterly corner of said Lot 16, said point being also the Southwesterly corner of vacated Crawford Avenue, (66 feet wide) and said Fort Street; and the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning North 60 degrees 29 minutes 43 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly end of said vacated Crawford Avenue, a distance of 66.03 feet to the Northwesterly corner of Lot 5 of "Kurth's Resub." as recorded in Liber 23 of Plats on Page 89, Wayne County Records; thence South 27 degrees 55 minutes 30 seconds East, along the Easterly line of said vacated Crawford Avenue, said line being also the Westerly line of Lot 5, the Westerly end of a vacated alley (20 feet wide) and the Westerly line of Lots 6 and 7 of said "Kurth's Resub.", and the Westerly line of Lots 5 through 25 of "Kurth's Subdivision" as recorded in Liber 10 of Plats on Page 5, Wayne County Records, a measured distance of 882.51 feet (recorded

883.13 feet) to the Southwesterly corner of said Lot 25; thence South 62 degrees 00 minutes 00 seconds West, along the Northerly line of the Norfolk & Western/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide), said line being also the Southerly end of said vacated Crawford Avenue, a distance of 66.00 feet to a point on the Westerly line of said vacated Crawford Avenue; thence North 27 degrees 55 minutes 30 seconds West, along the Westerly line of said vacated Crawford Avenue, said line being also part of the Easterly line of Lot 51 of "Pohl's Subdivision" as recorded in Liber 3 of Plats on Page 88, Wayne County Records, the Easterly line of that part of Lot 60 of the "Plat of the Subdivision of Crawford's Fort Tract" as recorded in Liber 2 of Plats on Page 6, Wayne County Records not taken for said vacated Crawford Avenue, and the Easterly end of a vacated alley (20 feet wide), the Easterly line of Lot 50, the Easterly end of vacated Reissman Avenue (50 feet wide), the Easterly line of Lot 17, the Easterly end of a vacated alley (20 feet wide) and the Easterly line of Lot 16 of said "J. I. Turnbull's Sub.", a measured distance of 880.77 feet to the point of beginning.

And together with a:

10 foot Wide Easement for Utilities and Railroad Access

Part of Lots 53 through 67 inclusive of the "Plat of Pohl's Subdivision of Part of Lots 58, 59 and 60 and Crawford's Subdivision of Lots 62 and 63 of the subdivision of Crawford's Fort Tract" City of Detroit, Wayne County, Michigan as recorded in Liber 3 of Plats on Page 88, Wayne County Records, and being more particularly described as follows: Commencing at the Southeasterly corner of Fort Street (100 feet wide) and Rademacher Avenue (66 feet wide), said point being also the Northwesterly corner of Lot 1 of "J. I. Turnbull's Sub." (L. 24, Plats, P. 87, W.C.R.); running thence North 60 degrees 34 minutes 25 seconds East, along the Southerly line of said Fort Street, said line being also the Northerly line of Lots 1 through 13 inclusive and part of the Northerly line of Lot 14 of said "J. I. Turnbull's Sub.", a distance of 440.49 feet to a point; thence South 27 degrees 55 minutes 30 seconds East a distance of 869.20 feet to the point of beginning of the parcel of land herein being described; proceeding thence from said point of beginning South 27 degrees 55 minutes 30 seconds East a distance of 10.00 feet to a point on the Northerly line of the Norfolk/Southern/Chesapeake & Ohio Railroad Right-of-Way (60 feet wide); thence South 61 degrees 57 minutes 45 seconds West, along the Northerly line of said railroad right-of-way, through the interior of Lots 53 through 67 inclusive of said "Pohl's Subdivision" (L. 3, Plats, P. 88, W.C.R.), a distance of 438.17 feet to the point of intersection of said railroad right-of-way line with the Easterly line of said Rademacher Avenue; thence North 28 degrees 04 minutes 06 seconds West, along the Easterly line of said Rademacher Avenue, said line being also part of the Westerly line of Lot 67 of said "Pohl's Subdivision", a distance of 10.00 feet to a point; thence North 61 degrees 57 minutes 45 seconds East, along a line 10.00 feet Northerly of, as measured at right angles to and parallel with the Northerly line of said railroad right-of-way, a distance of 438.19 feet to the point of beginning.

Together with:

S FORT 55 THRU 52 ALL THAT PARTLY G'N OF AND ADJ TO WABASH R R R/W SUB
OF CRAWFORDS FORT TRACT L2 P6 PLATS, W C R 18/4 56 THRU 31 BEARD &
KIELERS SUB & VAC ALLEYS ADJ L18 P42 PLATS, W C R 18/--- 696,364 SQ FT

Together with:

Lot(s) 18 through 53 of BEARD'S SUBDIVISION OF PART OF LOTS 18 AND 19 OF WESSON'S SECTION OF PART OF P. C. 267, according to the plat thereof recorded in Liber 1 of Plats, Page 187 of Wayne County Records, according to the Plat thereof as recorded in Liber 61, Page 83 of Plats, Wayne County Records.

ALSO DESCRIBED AS:

Lots 18 through 34, inclusive, and Lots 37 through 53, inclusive, including the adjoining 1/2 of the vacated public alley at the rear of said lots, and Lots 35 and 36, including all of the vacated public alley lying Southerly of said lots and including the adjoining 1/2 of the vacated public alley at the rear of said lots, BEARD'S SUBDIVISION OF PART OF LOTS 18 AND 19 OF WESSON'S SECTION OF PART OF P. C. 267, as recorded in Liber 1, Page 187, according to the Plat thereof as recorded in Liber 61, Page 83 of Plats, Wayne County Records.

Tax parcel numbers:

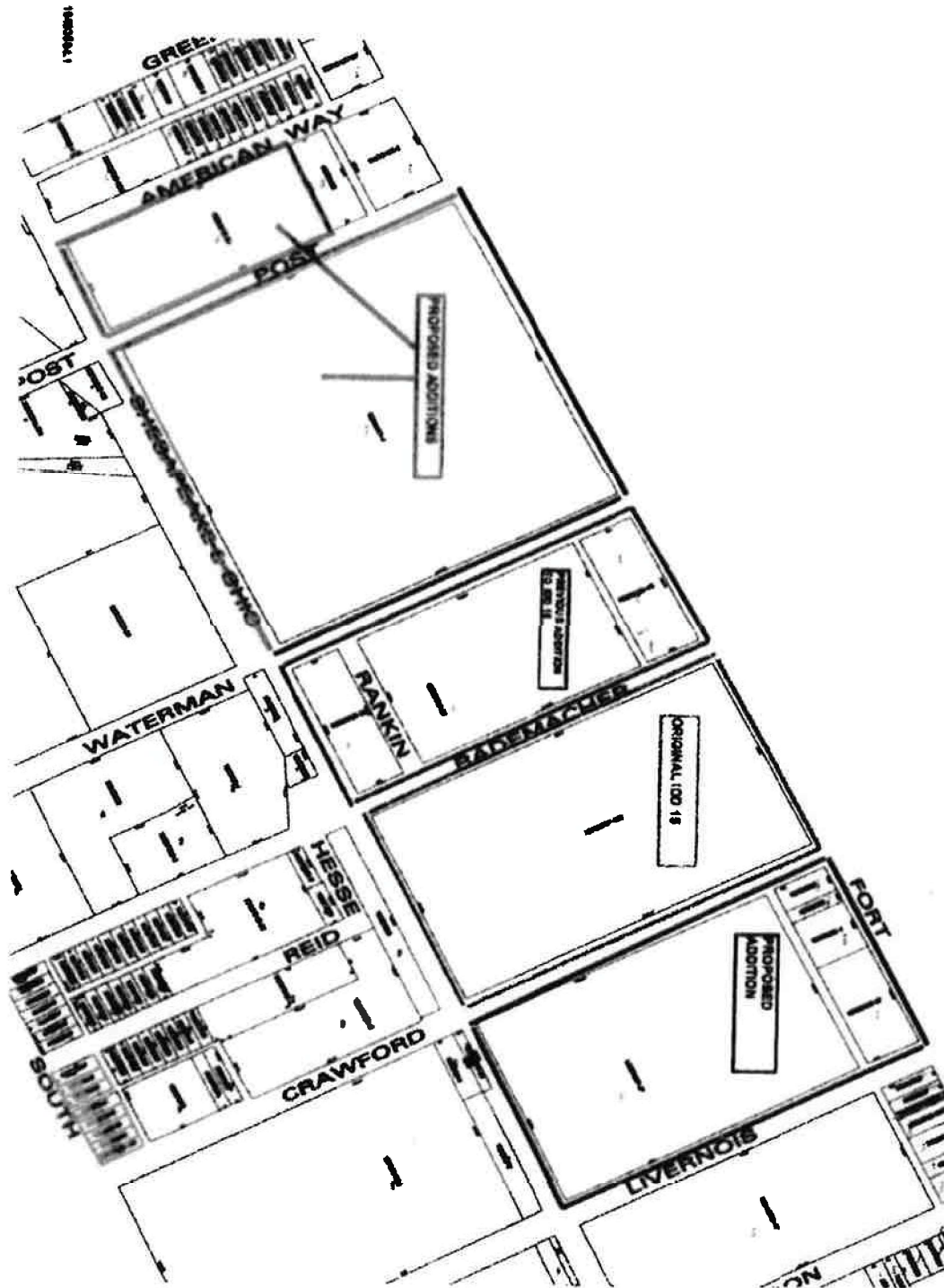
18000385, 18000386, 18000336-81, 18000382-4, 18007357-87,

18000411-4,

18008745-64

EXHIBIT C

Depiction of Proposed Expanded IDD No. 15



By Council Member Spivey:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit of ABCDE Operating, LLC, et al. vs. City of Detroit. Civil Action Case No. 14-13158:

Sergeant Roderick Turner
Lieutenant Charles Flanagan

Approved:

MELVIN B. HOLLOWELL
Corporation Counsel

Adopted as follows:

Yeas — Council Members Ayers, Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Spivey, Tate, and President Jones — 9.

Nays — None.

Law Department

November 12, 2015

Honorable City Council:

Re: Mekkel Richards vs. City of Detroit.
Civil Action Case No. 15-CV-12211.

Representation by the Law Department of the City employees or officers listed below is hereby recommended, as we concur with the recommendation of the Head of the Department and believe that the City Council should find and determine that the suit against the Defendants arises out of or involves the performance in good faith of the official duties of such Defendants. We further recommend that the City undertake to indemnify the Defendants if there is an adverse judgment. We therefore, recommend a "YES" vote on the attached resolution.

Copies of the relevant documents are submitted under separate cover.

Employees or Officers requesting representation: Steven Petroff, Police Officer; Robert Gadwell, Police Officer; Edward Brannock, Sergeant, Michael Reizin, Police Officer; Steven Dolunt, Assistant Chief.

Respectfully submitted,
DOUGLAS BAKER

Chief of Criminal Enforcement
and Quality of Life

Approved:

MELVIN B. HOLLOWELL
Corporation Counsel

By Council Member Spivey:

Resolved, That the Law Department is hereby authorized under Section 13-11-1 et. seq. of the Municipal Code of the City of Detroit and in accordance with the foregoing communication to provide legal representation and indemnification to the following Employees or Officers in the lawsuit of Mekkel Richards vs. City of Detroit. Civil Action Case No. 15-CV-12211:

Steven Petroff — Police Officer
Robert Gadwell — Police Officer

Edward Brannock — Sergeant
Michael Reizin — Police Officer
Steven Dolunt — Assistant Chief.

Approved:

MELVIN B. HOLLOWELL
Corporation Counsel

Adopted as follows:

Yeas — Council Members Ayers, Benson, Cushingberry, Jr., Leland, Sheffield, Spivey, and President Jones — 7.

Nays — Council Members Castaneda-Lopez, and Tate — 2.

PLANNING AND ECONOMIC DEVELOPMENT STANDING COMMITTEE

Finance Department Purchasing Division

January 7, 2016

Honorable City Council:

The Purchasing Division of the Finance Department recommends a Contract with the following firm(s) or person(s):

2918692 — 100% Federal Funding (CDBG) — To Provide a Summer Employment Program for the Youth of the City of Detroit, ages 14-24. 2016 Grow Detroit's Young Talent Program — Contractor: Detroit Employment Solutions Corporation (DESC) — Location: 440 E. Congress, Detroit, MI 48226 — Contract Period: January 25, 2016 through December 31, 2016 — Total Contract Amount: \$1,500,000.00. **Housing and Revitalization.**

Respectfully submitted,
BOYSIE JACKSON
Chief Procurement Officer
Finance Dept./Purchasing Div.

By Council Member Leland:

Resolved, That Contract No. **2918692** referred to in the foregoing communication dated January 7, 2016, be hereby and is approved.

Adopted as follows:

Yeas — Council Members Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Tate, and President Jones — 7.

Nays — None.

Council Members Ayers and Spivey left the table.

Planning & Development Department January 20, 2016

Honorable City Council:

Re: Resolution Approving an Industrial Development District, in the Area of 6401 West Fort Street, Detroit, Michigan, in Accordance with Public Act 198 of 1974 on behalf of Sakthi Automotive Group USA, Inc. (Petition #2753)

On January 21, 2016, a public hearing in connection with establishing an Industrial Development District was held before your Honorable Body's Planning

and Economic Development Committee. No impediments to the establishment of the District were presented at the public hearing.

Please find attached, a resolution and legal description, which will establish an Industrial Development District in the area of 6401 West Fort Street, Detroit, Michigan in accordance with Public Act 198 of 1974 ("the Act"). Such establishment will materially assist in the development of the site in accordance with the plans of the proprietor of the property.

We request your Honorable Body's approval of the resolution.

Respectfully submitted,
JOHN SAAD

Manager — Development Division
By Council Member Leland:

Whereas, Pursuant to Act No. 198 of Public Acts of 1974 ("Act 198"), this City Council has the authority to establish "Industrial Development District" within the boundaries of the City of Detroit; and

Whereas, Sakthi Automotive Group USA, Inc. has requested that this City Council establish an Industrial Development District in the area of 6401 West Fort Street, Detroit, Michigan, the area being more particularly described in the map and legal description attached hereto; and

Whereas, The aforesaid property is in a duly designated business area, and is contiguous commercial property or commercial housing property; and

Whereas, Act 198 requires that, prior to establishing a Industrial Development District, the City Council shall provide an opportunity for a hearing on the establishment of the District, at which a representative of any jurisdiction levying *ad valorem* taxes, or any owner of real property within the proposed District, or any other resident or taxpayer of the City of Detroit may appear and be heard on the matter; and

Whereas, Construction, alteration, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

Whereas, A public hearing was conducted before City Council on January 21, 2016, for the purpose of considering the establishment of the proposed Industrial Development District described in the map and legal description attached hereto; and

Whereas, No impediments to the establishment of the proposed District were presented at the public hearing.

Now Therefore Be It

Resolved, That the Industrial Development District more particularly described in the map and legal description attached hereto, is hereby approved and established by this City Council in accordance with Public Act 198 of 1974.

Adopted as follows:

Yeas — Council Members Benson, Cushingberry, Jr., Leland, Castaneda-Lopez, Sheffield, Tate, and President Jones — 7.

Nays — None.

Planning & Development Department

January 20, 2016

Honorable City Council:

Re: Resolution Approving an Obsolete Property Rehabilitation Exemption Certificate, on Behalf of 2051 Rosa Parks, LLC at 2051 Rosa Parks Boulevard, Detroit, MI, in Accordance with Public Act 146 of 2000. (Related to Petition #2371.)

On January 21, 2016, a public hearing in connection with approving an Obsolete Property Rehabilitation Exemption Certificate for the above-captioned property was held before your Honorable Body. All interested persons and organizations were given an opportunity to be heard. No impediments to the approval of this certificate were presented during the public hearing.

2051 Rosa Parks, LLC, has submitted satisfactory evidence that they possess the necessary financial resources required to develop this property in accordance with Public Act 146 of 2000 ("the Act") and the Development Agreement for the project.

Respectfully submitted,
JOHN SAAD
Manager —

Development Division

By Council Member Leland:

Whereas, 2051 Rosa Parks, LLC, has filed with the City Clerk an Application for an Obsolete Property Rehabilitation Exemption Certificate, under Public Act 146 of 2000 ("the Act") in City of Detroit Obsolete Property Rehabilitation District in the manner and form prescribed by the Michigan State Tax Commission; and

Whereas, This City Council is a Qualified Local Governmental Unit as defined by the Act; and

Whereas, This City Council on October 9, 2012, established by Resolution an Obsolete Property Rehabilitation District in the vicinity of 2051 Rosa Parks Boulevard, Detroit, Michigan, after a Public Hearing held, in accordance with the Act; and

Whereas, The taxable value of the property proposed to be exempt plus the aggregate taxable value of property already exempt under the Act and under Public Act 146 of 2000 does not exceed 5% of the total taxable value of property in the City of Detroit; and

Whereas, The Applicant is not delinquent in any taxes related to the facility; and

Whereas, The Application is for obso-

ATTACHMENT D

Lease Agreement

LEASE

This Lease is made between Landlord and Tenant hereinafter identified in Sections 1(b) and 1(c), respectively, and constitutes a Lease between the parties of the Demised Premises, as defined in Sections 1(d) and 2.1, respectively, on the terms and conditions and with and subject to the covenants and agreements of the parties hereinafter set forth. The parties, for good and valuable consideration, hereby agree as follows:

1. Basic Lease Provisions.

The following are certain basic lease provisions, which are part of, and in certain instances referred to in subsequent provisions of, this Lease:

		<u>Section</u>
(a) Date of this Lease:	October <u>24</u> , 2024	N/A
	Subject to the terms and conditions set forth in this Lease, this Lease is the full and binding obligation of each party as of the Date of this Lease, notwithstanding the fact that the Commencement Date will not occur until a later date.	
(b) Landlord:	FORT STREET COMPANY 7 LLC , a Michigan limited liability company	N/A
(c) Tenant:	LUXWALL, INC. , a Delaware corporation	N/A
(d) Demised Premises:	Approximately 276,000 square feet of space located at the Property, and depicted on the site plan attached hereto as <u>Exhibit "A"</u> , and by this reference made a part hereof. Notwithstanding anything to the contrary contained herein, within thirty (30) days of the Commencement Date, Landlord will confirm the actual square footage of the Demised Premises in accordance with the Building Owners and Managers Association (BOMA) Standard for measuring floor area in industrial buildings ANSI/BOMA Z65.2-2019.	2.2
(e) Commencement Date:	March 1, 2026	3.1
(f) Anticipated Delivery Date	Subject to <u>Section 3.2</u> , May 23, 2026	3.2
(g) Delivery Date:	The date that Substantial Completion of the Leasehold Improvements (both as defined in the " Work Letter " attached hereto as <u>Exhibit "B-1"</u> , and by this reference made a part hereof) occurs or is deemed to have occurred under the Work Letter. The general scope of the Leasehold Improvements	3.2

is attached hereto as Exhibit "B-2", but the scope will be more particularly defined pursuant to the Work Letter.

- (h) **Expiration Date:** The last day of the calendar month in which the day immediately preceding the date that is one hundred eighty (180) months after the Commencement Date occurs, subject to extension or earlier termination as set forth in this Lease. 3.1

- (i) **Base Rental:** 5.1; 5.2

<u>Lease Year</u>	<u>Per Rentable Square Foot</u>	<u>Annual</u>	<u>Monthly</u>
1	\$11.50	\$3,174,000.00	\$264,500.00
2	\$11.85	\$3,270,600.00	\$272,550.00
3	\$12.20	\$3,367,200.00	\$280,600.00
4	\$12.57	\$3,469,320.00	\$289,110.00
5	\$12.94	\$3,571,440.00	\$297,620.00
6	\$13.33	\$3,679,080.00	\$306,590.00
7	\$13.73	\$3,789,480.00	\$315,790.00
8	\$14.14	\$3,902,640.00	\$325,220.00
9	\$14.57	\$4,021,320.00	\$335,110.00
10	\$15.00	\$4,140,000.00	\$345,000.00
11	\$15.46	\$4,266,960.00	\$355,580.00
12	\$15.92	\$4,393,920.00	\$366,160.00
13	\$16.40	\$4,526,400.00	\$377,200.00
14	\$16.89	\$4,661,640.00	\$388,470.00
15	\$17.39	\$4,799,640.00	\$399,970.00

The term "**Lease Year**" means each twelve (12) month period beginning on the Commencement Date; provided, however, if the Commencement Date is not the first day of a calendar month, the first Lease Year will commence on the Commencement Date and end on the last day of the twelfth (12th) month thereafter and the second and each succeeding, Lease Year will commence on the first day of the next calendar month.

- (j) **Tenant's Use:** An office and manufacturing facility and all uses ancillary thereto, but specifically excluding governmental offices 7.1
- (k) **Security Deposit:** \$2,400,000.00 Letter of Credit converting to a \$799,940.00 Letter of Credit or cash Security Deposit per Section 33.1 33

- (l) Tenant's Address for Notices: Prior to the Commencement Date: 35
- 1130 James L. Hart Parkway
Ypsilanti, Michigan 48197
Attn: Chief Executive Officer
Email: sthomsen@luxwall.com
- On and after the Commencement Date:
- 6701 West Fort Street
Detroit, Michigan 48209
Attn: Chief Executive Officer
Email: sthomsen@luxwall.com
- with a copy to:
- Kerr Russell & Weber, PLC
500 Woodward Avenue, Suite 2500
Detroit, Michigan 48226
Attn: Lisa B. Hysni
Email: lhysni@kerr-russell.com
- (m) Landlord's Address for Notices: Fort Street Company 7 LLC 35
- c/o Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: Chief Executive Officer
Email: BedrockExec@bedrockdetroit.com
- with a copy to:
- Bedrock Management Services LLC
630 Woodward Avenue
Detroit, Michigan 48226
Attn: General Counsel
Email: leasenotices@bedrockdetroit.com
- (n) Parking: Tenant will be allocated a minimum of 130 car parking spaces and 6 truck trailer spots within the areas generally shown on Exhibit "A-1" attached hereto, in addition to the 8 dock positions, 1 interior truck well and 2 grade level doors contemplated for the Building, to be dedicated to Tenant for the Term at no additional cost to Tenant.
- (o) Renewal Option: Subject to the terms and conditions set forth in this Lease, Tenant has two (2) options of five (5) years each to extend the Term (as defined in Section 3.1). 3.4

2. Building and Demised Premises.

2.1. Building. Landlord is the owner of certain land and improvements on an approximately 10-acre site located at 6701 West Fort Street, Detroit, Michigan 48209 (the "**Property**"), which will consist of a building to be constructed thereon containing a minimum of 276,000 square feet of rentable area (the "**Building**"), together with the parking, driveway and sidewalk areas and other exterior hardscape and landscape improvements located exterior to the Building (the "**Exterior Areas**").

2.2. Demised Premises. Subject to the terms, covenants, agreements and conditions of this Lease and all covenants, easements, and restrictions of record, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Demised Premises designated in Section 1(d), together with the right to use the Exterior Areas.

3. Term; Commencement Date.

3.1. Term. The term of this Lease (the "**Term**") will commence on the Commencement Date set forth in Section 1(e), and, unless extended or sooner terminated as may be provided herein, will end on the Expiration Date set forth in Section 1(h). If Tenant, for whatever reason, occupies the Demised Premises prior to the Commencement Date, then all terms and conditions of this Lease will apply to such occupancy, with the exception of Tenant's obligation to pay Base Rental and Expenses (as defined in Section 5.5(c)), Insurance Expenses (as defined in Section 5.5(d)) and Taxes (as defined in Section 5.5(e)), which will not commence until the Commencement Date. However, nothing contained in this Section 3.1 is deemed to grant Tenant permission to occupy the Demised Premises prior to the Commencement Date for the conduct of business, but Tenant will have the rights of early entry afforded to Tenant under Section 6.01 of the Work Letter. Landlord and Tenant acknowledge and agree that notwithstanding the Commencement Date, Tenant will not have the right to full possession and use of the Demised Premises until the Delivery Date, subject to Tenant's early access rights for the purposes described in Section 6.01 of the Work Letter.

3.2. Delivery Date.

(a) Landlord will deliver the Demised Premises to Tenant on the Delivery Date and Landlord will endeavor to adhere to the construction schedule attached hereto as Exhibit "B-4" (the "**Project Schedule**"); provided, however, that the Project Schedule is subject to change as Landlord and Tenant refine the scope of the Leasehold Improvements, and if Landlord fails to deliver any portion of the Demised Premises to Tenant for any reason whatsoever by the Anticipated Delivery Date, then (i) this Lease will not be void or voidable, and (ii) Landlord will not be deemed to be in default hereunder and will not be liable or responsible for any claims, damages or liabilities in connection with any such delay in Tenant's occupancy thereof. Furthermore, Tenant will accept possession of the Demised Premises at such time as Landlord is able to tender the same. Any delay in Landlord's delivery of the Demised Premises will have no effect on the duration of the Term.

(b) Notwithstanding the foregoing, if possession of the Demised Premises has not been delivered to Tenant with the Leasehold Improvements Substantially Completed within thirty (30) days following the Anticipated Delivery Date due to

reasons other than any Tenant Delay (as defined in Section 5.01 of the Work Letter), events of Force Majeure (as defined in Section 39) and unforeseen lead times in the delivery of electrical equipment, then Tenant will receive a credit against Base Rental equal to two (2) days' of Base Rental for each of the first sixty (60) days following said thirty (30) day period that Landlord is late in delivering possession of the Demised Premises to Tenant with Leasehold Improvements Substantially Completed. After ninety (90) days from the Anticipated Delivery Date, Tenant will receive a credit against Base Rental equal to three (3) days of Base Rental for each day thereafter Landlord is late in delivering possession of the Demised Premises to Tenant with Leasehold Improvements Substantially Completed.

3.3. Commencement Date Notice. After the Delivery Date, Landlord may send to Tenant a "**Commencement Notice**" in substantially the form attached hereto as Exhibit "B-3" and by this reference made a part hereof, and Tenant will execute and return such Commencement Notice to Landlord within fifteen (15) Business Days after Tenant's receipt thereof. Failure of Tenant to execute and return such Commencement Notice to Landlord within such fifteen (15) Business Day period will constitute an acknowledgement by Tenant that statements included in the Commencement Notice are true and correct, without exception.

3.4. Option to Renew.

(a) Tenant may renew the Term of this Lease for two (2) additional period periods of five (5) years each, by delivering written notice of the exercise thereof to Landlord not earlier than twenty-four (24) months nor later than twelve (12) months before the commencement of the applicable extended Term. Each extended Term will be on the same terms, covenants, and conditions of this Lease, except that: (i) the Base Rental payable for each month during the first year of such extended Term will be the prevailing rental rate (the "**Prevailing Rental Rate**"), at the commencement of such extended Term, for renewals of space in the Building of equivalent quality, size, age, amenities, utility and location, with the length of the extended Term and the credit standing of Tenant to be taken into account; provided, however, in no event will (A) the Prevailing Rental Rate (on a per rentable square foot per annum basis) during the first year of the first extended Term be less than the per rentable square foot per annum rate of Base Rental in effect during the last calendar month in the initial Term or (B) the Prevailing Rental Rate (on a per rentable square foot per annum basis) during the first year of the second extended Term be less than the per rentable square foot per annum rate of Base Rental in effect during the last calendar month in first extended Term; (ii) effective as of each anniversary of the commencement date of each extended Term, the Base Rental will be increased by three percent (3%); and (iii) Tenant will have no further right to renew or extend the Term beyond the second extended term.

(b) Within ten (10) days after Tenant's exercise of its right to renew the Term for the first extended term and within ten (10) days after Tenant's exercise of its right to renew the Term for the second extended term, as the case may be, Landlord will submit Landlord's determination of the Prevailing Rental Rate to Tenant. If Tenant does not notify Landlord of its written acceptance of Landlord's

determination of the Prevailing Rental Rate (or if Tenant notifies Landlord in writing of its rejection of Landlord's determination of the Prevailing Rental Rate) within ten (10) Business Days after receipt of Landlord's determination of the Prevailing Rental Rate (the "**First Ten (10)-Day Period**"), then the parties will proceed as provided below in this Section 3.4(b).

(i) Within five (5) days after the First Ten (10)-Day Period (the "**Initial Five (5)-Day Period**"), Landlord and Tenant will each simultaneously submit to the other in a sealed envelope its suggested Prevailing Rental Rate (Landlord's rent determination need not be the same rent as initially provided by Landlord above). If either party does not submit its suggested Prevailing Rental Rate during the Initial Five (5)-Day Period, the other party's determination of Prevailing Rental Rate will be final and binding. If the higher of such suggested Prevailing Rental Rates is not more than one hundred five percent (105%) of the lower of such suggested rentals, then the average of the two (2) suggested Prevailing Rental Rates will be the Prevailing Rental Rate. Otherwise, Landlord and Tenant will negotiate in good faith to agree upon the Prevailing Rental Rate, and, if Landlord and Tenant are unable to agree to the Prevailing Rental Rate within five (5) days after the expiration of the Initial Five (5)-Day Period (the "**Second Five (5)-Day Period**"), the determination of the Prevailing Rental Rate will be made in accordance with Section 3.4(b)(ii) and 3.4(b)(iii) below.

(ii) Within five (5) days after the expiration of the Second Five (5)-Day Period, Landlord and Tenant will mutually select an MAI appraiser with experience in real estate activities, including at least five (5) years' experience in appraising office space in the greater downtown Detroit area (inclusive of the east riverfront area), which appraiser will be hereinafter referred to as a "**Qualified Appraiser**." If the parties cannot agree on a Qualified Appraiser during such five (5) -day period, then, within five (5) days thereafter, each party will select an independent MAI appraiser who would qualify as a Qualified Appraiser and, within five (5) days thereafter, the two (2) appointed appraisers will select a third Qualified Appraiser, and the third Qualified Appraiser will determine the Prevailing Rental Rate in accordance with Section 3.4(b)(iii) below. If either Landlord or Tenant fails to make such appointment of a Qualified Appraiser within said five (5)-day period, the Qualified Appraiser who is timely selected will determine the Prevailing Rental Rate.

(iii) Once the Qualified Appraiser or third appraiser (the "**Deciding Appraiser**") has been selected as provided in Section 3.4(b)(ii) above, the Deciding Appraiser will, as soon as reasonably practicable thereafter and without reference to Landlord's and Tenant's Prevailing Rental Rate, make its own independent determination as to the then-current fair market rental rate for the Demised Premises for the applicable extended Term (the "**Independent Determination**"). Once the Independent Determination is made, the Prevailing Rental Rate will be the figure submitted by Landlord and Tenant that is closer to the Independent Determination, which result will be binding on Landlord and Tenant. Landlord and Tenant will equally share the cost of such appraisal.

(c) Tenant's rights under this Section 3.4 will terminate, at Landlord's option, if (i) an Event of Default exists as of the date of Tenant's exercise of its rights under this Section 3.4 or as of the commencement date of the applicable extended Term, (ii) this Lease or Tenant's right to possession of any of the Demised Premises is terminated, (iii) Tenant assigns its interest in this Lease or sublets any portion of the Demised Premises other than to a Permitted Assignee, (iv) Tenant or a Permitted Assignee fails to occupy the entirety of the Demised Premises, or (v) Tenant fails to timely exercise its option under this Section 3.4, time being of the essence with respect to Tenant's exercise thereof.

(d) Landlord will have no obligation to do any work or perform any special services with respect to the Demised Premises for either extension period, which Tenant must accept in their then "AS IS", "WHERE IS" condition (but subject to Landlord's on-going repair, maintenance and service obligations set forth herein).

4. Completion of Leasehold Improvements.

4.1. Leasehold Improvements. Landlord will perform the Leasehold Improvements pursuant and subject to the terms of the Work Letter and Landlord will endeavor to adhere to Project Schedule, subject to Tenant Delays or events of Force Majeure.

4.2. Completion of Leasehold Improvements. Taking of possession of the Demised Premises by Tenant is deemed conclusively to establish that the Leasehold Improvements have been completed in accordance with the Work Letter and that the Demised Premises, the Building and the Exterior Areas are in good and satisfactory condition, as of the date possession was so taken, subject to Punch List items (as defined in Section 1.12 of the Work Letter). Subject to Sections 9, 12, and 13, other than Landlord's obligations with respect to the Leasehold Improvements to be constructed or installed by Landlord pursuant to the Work Letter, Landlord has no obligation and makes no promise to alter, remodel, improve, repair, decorate or paint the Demised Premises or any part thereof.

5. Rental.

5.1. Base Rental – Generally. Commencing on the Commencement Date, Tenant will pay to Landlord as rental for the Demised Premises the Base Rental set forth in Section 1(i), which will be payable in equal monthly installments in advance pursuant to Section 5.2 below, together with the rentals provided for in Sections 5.3 and 5.6.

5.2. Base Rental – Payment. The installment of Base Rental provided for in Section 1(i) for the first (1st) full month of the Term for which Tenant is obligated to pay Base Rental will be paid by Tenant to Landlord upon execution of this Lease. Base Rental will be paid to Landlord on or before the first (1st) day of each and every successive calendar month in advance commencing on the Commencement Date. In the event the Commencement Date is other than the first (1st) day of a calendar month, or this Lease expires or is terminated on a date other than the last day of the calendar month, then the monthly rental for such fractional months will be prorated based on the number of days in such month.

5.3. Additional Rent. Tenant will pay as additional rent any money and charges required to be paid by Tenant pursuant to the terms of this Lease or otherwise due to

Landlord pursuant to agreement by Landlord and Tenant for additional services provided to Tenant for the Demised Premises, whether or not the same may be designated "additional rent" (collectively, "**Additional Rent**"). The term "**Rent**", "**Rental**", "**rent**" and "**rental**" means Base Rental and all Additional Rent required to be paid by Tenant pursuant to the terms of this Lease.

5.4. Rental Payment. Rental will be paid to Landlord without notice or demand and without deduction or offset, in lawful money of the United States of America at Landlord's address for notices hereunder or to such other person or at such other place as Landlord may from time to time designate in writing. Tenant's obligation to pay Rent is independent, absolute and unconditional, and is not subject to cancellation, abatement, reduction, recoupment, defense or setoff for any reason whatsoever, except as may be expressly set forth in this Lease. All amounts payable by Tenant to Landlord hereunder, if not paid when due, will bear interest from the due date until paid at the lesser of twelve percent (12%) per year or the maximum lawful rate of interest (such lesser rate is the "**Interest Rate**"). Additionally, Landlord may charge Tenant a fee equal to five percent (5%) of the delinquent payment for late payments to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, will the charges permitted under this Section 5.4 or elsewhere in this Lease, to the extent they are considered to be interest under any governmental law, rule, requirement, code, order, regulation or ordinance (collectively, "**Law**" or "**Laws**"), exceed the maximum lawful rate of interest. The provision for such late charges will be in addition to all of Landlord's other rights and remedies hereunder or at law or in equity, and will not be construed as liquidated damages or as limiting Landlord's remedies in any manner. Notwithstanding the foregoing, such late charge and interest will not be due with respect to the first delinquent payment in any twelve (12) month period if the late payment is made within five (5) days after Tenant's receipt of written notice from Landlord of Tenant's failure to make such late payment when due. Should Tenant present a check to Landlord that is returned by Tenant's bank for any reason, (a) Tenant will pay a service charge not to exceed \$25.00 or five percent (5%) of the face amount of the check, whichever is greater, plus an amount equal to any fee charged to Landlord as a result of the check being returned, and (b) Landlord reserves the right to demand that all future rental payments be made in the form of cashiers' checks or certified funds. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rental herein stipulated will be deemed to be other than a payment on account, nor will any endorsement or statement on any check or any letter accompanying any check or payment of rental be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rental or pursue any other remedy provided in this Lease.

5.5. Definition of Expenses, Insurance Expenses and Taxes. The following terms have the following meanings:

- (a) The term "**Adjacent Parcel Owners**" means Fort Street Company 5 LLC and Fort Street Company 6 LLC, and any successor owners of the Adjacent Parcels.
- (b) The term "**Adjacent Parcels**" means the parcels of land owned by the Adjacent Parcel Owners, situated between Post Street and American Way, upon which parking spaces to serve the Demised Premises are situated, as shown and outlined on the site plan attached Exhibit "A".

(c) The term “**Expenses**” means the actual costs incurred by Landlord and the Adjacent Parcel Owners with respect to (i) salaries and wages for the Property Management/Engineering Team and Property Engagement Allocation with respect to the Property and the Adjacent Parcels, (ii) maintenance, repairs, replacements and supplies with respect to the Property and the Adjacent Parcels, (iii) any utilities that Tenant does not pay direct to providers or to Landlord pursuant to other provisions of this Lease, (iv) the operation, maintenance, repair and replacement of the surface parking lots depicted in Exhibit “A-1”; and (v) a management fee of two and one-half percent (2½%) of the gross receipts payable to Landlord under this Lease. Landlord’s current non-binding estimate of the Expenses for the twelve (12) month period following the Commencement Date is \$0.61 per square foot in 2024 dollars.

(d) The term “**Insurance Expenses**” means the actual costs incurred by Landlord and the Adjacent Parcel Owners with respect to fire, extended coverage, boiler, sprinkler, apparatus, and property damage insurance, and the cost of any insurance or insurance related expense applicable to the Property, the Adjacent Parcels or the personal property of Landlord and the Adjacent Parcel Owners used in connection with its operation and/or maintenance of the Property and the Adjacent Parcels (including, without limitation, loss of rental income insurance). Landlord’s current non-binding estimate of the Insurance Expenses for the twelve (12) month period following the Commencement Date is \$0.30 per square foot in 2024 dollars.

(e) The term “**Taxes**” means the amount incurred by Landlord and the Adjacent Parcel Owners for all ad valorem real property taxes and assessments, special or otherwise, levied upon or with respect to the Property and the Adjacent Parcels, or the rent and additional charges payable hereunder, imposed by any taxing authority having jurisdiction. Taxes also includes all taxes, levies and charges which may be assessed, levied or imposed in replacement of, or in addition to, all or any part of ad valorem real property taxes as revenue sources, and which in whole or in part are measured or calculated by or based upon the freehold and/or leasehold estate of Landlord or Tenant, or the rent and other charges payable hereunder. Taxes also includes any expenses incurred by Landlord or the Adjacent Parcel Owners in determining or attempting to obtain a reduction of Taxes, but unless such efforts to obtain a reduction of Taxes were undertaken at Tenant’s request, only to the extent of the savings achieved. The Taxes will be net of any abatements of Taxes available for the Property and the Adjacent Parcels, including, without limitation, any abatements of Taxes due to the location of the Building in a Renaissance Zone and PA 198 Property Tax Abatement. Excluded from Taxes are (i) net income taxes of Landlord, the Adjacent Parcel Owners or the owner of any interest in the Property or the Adjacent Parcels or franchise, capital stock, gift, estate or inheritance taxes or any federal, state or local documentary taxes imposed against the Property, the Adjacent Parcels or any portion thereof or interest therein (except to the extent such taxes are in substitution for any Taxes payable hereunder), and (ii) so long as Tenant timely pays the Taxes as required hereunder, all penalties, interest or fines incurred as a result of Landlord’s failure to pay any Tax when due. Landlord will use commercially reasonable efforts to cooperate with Tenant as it pertains to the collection of the PA 198 Tax Abatement. Landlord’s current non-binding estimate

of the Taxes for the twelve (12) month period following the Commencement Date (net of abatements) is \$0.90 per square foot in 2024 dollars.

5.6. Payment of Expenses, Insurance Expenses and Taxes.

(a) Commencing on Commencement Date and continuing thereafter for the remainder of the Term, as the same may be extended, Tenant will pay to Landlord, as Additional Rent, the Expenses, Insurance Expenses and the Taxes in the manner and at the times herein provided.

(b) Prior to the Commencement Date and the beginning of each calendar year thereafter during the Term, or as soon thereafter as practicable, Landlord will give Tenant notice of Landlord's estimate of the Expenses, Insurance Expenses and Taxes for the ensuing calendar year. On or before the first (1st) day of each month during the ensuing calendar year, Tenant will pay to Landlord one-twelfth (1/12th) of such estimated amounts, provided that until such notice is given with respect to the ensuing calendar year, as the case may be, Tenant will continue to pay the amount currently payable pursuant hereto until after the month such notice is given. If at any time or times it appears to Landlord that the Expenses, Insurance Expenses and Taxes for the then-current calendar year, as the case may be, will vary from Landlord's estimate by more than five percent (5%), Landlord may, by notice to Tenant, revise its estimate for such year and subsequent payments by Tenant for such year will be based upon such revised estimate.

(c) Within ninety (90) days after the close of each calendar year, or as soon after such ninety (90) day period as practicable, Landlord will deliver to Tenant a statement prepared by Landlord of the Expenses, Insurance Expenses and Taxes for such calendar year and, subject to Tenant's audit rights hereunder, such statement will be final and binding upon Landlord and Tenant. In addition, Landlord has the right to modify any annual statement after such statement has been delivered to Tenant to correct any errors or reflect any new information received by Landlord with respect to Expenses, Insurance Expenses or Taxes shown on such statement by delivery to Tenant of a revised statement. If on the basis of either of such statements, Tenant owes an amount that is less than the estimated payments for such calendar year previously made by Tenant, Landlord will credit such excess amount against the next payment(s) due from Tenant to Landlord of Expenses, Insurance Expenses and Taxes, as the case may be. If on the basis of either of such statements, Tenant owes an amount that is more than the estimated payments for such calendar year previously made by Tenant, Tenant will pay the deficiency to Landlord within thirty (30) days after delivery of such statement. If the Term has expired or been terminated when the final determination is made of the Expenses, Insurance Expenses or Taxes for the year in which this Lease expires or terminates, Tenant will pay any deficiency and Landlord will reimburse any overpayment to Tenant, within thirty (30) days after delivery of such statement. The provisions of this paragraph survive the expiration or earlier termination of this Lease.

(d) If the Commencement Date occurs on a day other than the first day of a calendar year or this Lease terminates on a day other than the last day of a calendar year, the Expenses, Insurance Expenses and Taxes that are applicable to the calendar year in which the Commencement Date or such termination occurs

will be prorated on the basis of the number of calendar days within such year as are within the Term.

(e) Not more frequently than once per year, Tenant will be permitted to audit the Expenses, Insurance Expenses and Taxes records maintained by Landlord in the ordinary course and relating to the Expenses, Insurance Expenses and Taxes above for the sole purpose of confirming the Expenses, Insurance Expenses and Taxes payable by Tenant under this Section. Any such audit must be made upon and subject to the following terms and conditions: (i) the audit must be done by an independent certified accountant from a large accounting firm headquartered in the United States and who has at least five (5) years' experience in auditing similar building records and in no event may the auditor or any other person directly or indirectly involved in the audit (collectively the "**Auditor**") be a prior employee, agent or contractor of Landlord or of any affiliate of Landlord or be compensated pursuant to a commission or other arrangement pursuant to which the nature or extent of fees or other compensation is dependent on the results of the audit; (ii) Tenant and its Auditor will not be entitled to review Landlord's financial statements or tax returns; (iii) Tenant and each Auditor will keep confidential the existence and nature of the audit provisions of this Lease and will not disclose that any audit hereunder is to be or has been conducted or the results thereof (which obligation will survive the expiration or earlier termination of this Lease), except to the extent that disclosure in confidence to its accountants is necessary in connection with the performance of an audit, and except to its attorneys or as may be required by law after giving Landlord written notice and an opportunity to evaluate the disclosure and to challenge the same if desired; (iv) at Landlord's request, prior to the commencement of the audit, each Auditor must sign and deliver to Landlord written assurances of compliance with the matters set forth in clauses (i) through (iii) above, inclusive; (v) Tenant's right to audit as provided above will be available to Tenant only provided and on the condition that Tenant must have paid in full when due all Rent billed by Landlord pending completion of the audit; (vi) any audit will be conducted in accordance with either (at Landlord's sole option) tax basis of accounting or GAAP and will be performed at either (at Landlord's option) the Building or at the regular accounting office of Landlord; (vii) Tenant will give Landlord not less sixty (60) days' prior written notice of any audit and Landlord may defer the audit for up to ninety (90) days while Landlord is closing its books, is preparing financial statements or tax returns, or for other reasons if it is anticipating unusual demands on its accounting office and personnel; (viii) Tenant will deliver notice to Landlord of its intent to audit not more than sixty (60) days following receipt of the statement of Rent described in Section 5.6(c); (x) any such audit will cover only the calendar year most recently concluded prior to the date Tenant gives notice of the audit. Within thirty (30) days after completion of the audit, Tenant will forward to Landlord a copy of the audit report and all accompanying data and work papers available to Tenant relating thereto. If it is determined conclusively that Tenant has overpaid the Expenses, Insurance Expenses and Taxes, Landlord will promptly refund such amount to Tenant. If it is determined that Tenant underpaid its charges, Tenant will pay Landlord the amount of any underpayment within thirty (30) days following delivery of the results of the audit (which obligation will survive the expiration or earlier termination of this Lease). [If such audit discloses Tenant's payment of Expenses, Insurance Expenses and Taxes was overstated by five percent (5%) or more, Landlord will pay to Tenant the reasonable cost (not to exceed Two Thousand and 00/100 Dollars) (\$2,000.00)

of the audit within thirty (30) days after Landlord's receipt thereof.] Notwithstanding anything to the contrary contained in this Lease, if Landlord gives written notice to Tenant within ten (10) business days after Landlord receives a copy of Tenant's audit that Landlord disputes Tenant's audit, Tenant and Landlord will attempt to resolve such dispute within thirty (30) days after Landlord's receipt of Tenant's audit. If no resolution is reached within such thirty (30)-day period, then upon request of either party, the dispute will be referred to a mutually-agreed upon independent certified public accountant to arbitrate the dispute, and if such an accountant cannot be agreed upon, either party may ask the American Arbitration Association to select an arbitrator. The arbitrator's decision on the dispute will be final and binding upon both parties and the costs of the arbitration will be shared equally by the parties. Pending resolution of the dispute, Tenant will pay to Landlord the sum so billed by Landlord, subject to its ultimate resolution as set forth above. The arbitration mechanism set forth above will be the sole process available to resolve such disputes.

6. Other Taxes Payable by Tenant.

6.1. Other Taxes Paid by Landlord. In addition to the monthly rental and other charges to be paid by Tenant hereunder, Tenant will reimburse Landlord upon demand for any and all taxes payable by Landlord (other than income taxes and taxes included within Taxes) whether or not now customary or within the contemplation of the parties hereto: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Demised Premises or by the cost or value of any leasehold improvements made in or to the Demised Premises by or for Tenant, regardless of whether title to such improvements is in Tenant or Landlord; (b) upon or with respect to the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Demised Premises or any portion thereof; (c) upon this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Demised Premises; and (d) upon an increase with respect to the funding of items such as stadium construction, business improvement zones, community colleges or other similar type items. In the event that it is not lawful for Tenant so to reimburse Landlord, the monthly rental payable to Landlord under this Lease will be revised to net to Landlord the same rental after imposition of any such tax upon Landlord as would have been payable to Landlord prior to the imposition of any such tax.

6.2. Other Taxes Paid by Tenant. Tenant is responsible for and will pay before delinquency all municipal, county and state taxes assessed during the Term against any personal property of Tenant of any kind, owned by or placed in the Demised Premises by Tenant.

7. Use.

7.1. Tenant's Use. The Demised Premises will be used only for the purposes of Tenant's Use and for no other purpose or purposes whatsoever.

7.2. Tenant Prohibitions. Tenant will not do, permit or authorize to be done in or about the Demised Premises, the Building or the Property, nor bring or keep, permit or authorize to be brought or kept therein, anything which is prohibited by or will in any way conflict with any Law now in force or which may hereafter be enacted or promulgated, or which is

prohibited by the standard form of fire insurance policy, or will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents, or adversely affect or interfere with any services required to be furnished by Landlord to Tenant, if any, or with the proper and economical rendition of any such service. Tenant will not use or allow the Demised Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor will Tenant cause, maintain, permit or authorize any nuisance in, on or about the Demised Premises or the Building or commit, suffer, permit or authorize to be committed any waste in, on or about the Demised Premises or the Building. Tenant will conduct its business in good faith and will not do any act that could reasonably be expected to injure the reputation of the Building, Landlord or Landlord's affiliates. Tenant will not suffer or permit any firearms to be stored on the Demised Premises nor have any firearms carried by Tenant or any of its employees or independent contractors in the Building. Tenant will not permit or suffer any overloading of the floors of the Building, and will not place therein any heavy business machinery, safes, computers, data processing machines, or other items heavier than those customarily used for Tenant's Use without first obtaining the written consent of Landlord, which will not be unreasonably (a) withheld, (b) conditioned or (c) delayed. Furthermore, notwithstanding anything contained in this Lease to the contrary (including, without limitation, any drawings attached to or developed pursuant to this Lease or the Work Letter that indicate a higher level of occupancy), Tenant will not allow the number of people within any portion of the Demised Premises to exceed the lesser of: (i) the maximum number of people allowed in the applicable space under any Laws which are applicable to the Demised Premises, Building, or Exterior Areas, or the use or occupancy thereof; or (ii) the maximum number of people allowed in the applicable space which will not trigger any requirement for any improvements, additions or other alterations to be performed with respect to any portion of the Demised Premises, Building, or Exterior Areas under any Laws (including, without limitation, any requirement to construct additional restroom facilities). If anything done, omitted to be done, suffered or authorized to be done by Tenant, or kept or suffered by Tenant to be kept in, upon or about the Demised Premises or the Building causes the rate of fire or other insurance on the Building to increase beyond the minimum rate from time to time applicable to the Building, Tenant will pay the amount of any such increases.

7.3. Hazardous Substances.

(a) Tenant will not cause or permit the use, generation, storage or disposal in or about the Demised Premises or the Property of any substances, materials or wastes subject to regulation under Law from time to time in effect concerning hazardous, toxic or radioactive materials ("**Hazardous Substances**"), except for reasonable quantities of those Hazardous Substances customarily used in the ordinary course of Tenant's operations at the Demised Premises, and then only in accordance with all Laws. In the event that Hazardous Substances are discovered upon, in, or under the Demised Premises, Tenant will immediately notify Landlord in writing of the discovery of such Hazardous Substances. Tenant will indemnify, defend (with counsel reasonably acceptable to Landlord) and hold Landlord harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, fines, judgments, suits, proceedings, damages, disbursements and expenses of any kind (including, without limitation, natural resource damages, reasonable attorneys' fees and experts' fees and expenses, and fees and expenses incurred in investigating, defending or

prosecuting any litigation, claim, action or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Landlord in connection with or arising out of in whole or in part and whether directly or indirectly the transportation, treatment, storage, disposal, production, manufacture, generation, refinement or use or the actual or threatened escape, dispersal, seepage, migration, emission, discharge or release of any Hazardous Substances within the Building, or to the extent caused by Tenant or its contractors, agents, representatives, employees, customers, subtenants, licensees or invitees (collectively the "**Tenant Parties**") within the Exterior Areas. This indemnity survives the expiration or termination of this Lease.

(b) Tenant will not have any liability to Landlord resulting from any conditions existing, or events occurring, or any Hazardous Substances existing or generated, at, in, on or under or in connection with the Demised Premises prior to the Commencement Date (or such earlier date that Tenant enters the Demised Premises pursuant to Section 6.01 of the Work Letter) except to the extent the same is exacerbated by Tenant or any of the Tenant Parties. In the event (i) any Hazardous Substances are existing upon Demised Premises prior to the Commencement Date (or such earlier date that Tenant enters the Demised Premises pursuant to Section 6.01 of the Work Letter) other than any Hazardous Substances or environmental issues disclosed in the environmental reports described on Exhibit "F" attached hereto, or such Hazardous Materials were brought to the Demised Premises by Landlord or Landlord's agents, employees or contractors, and (ii) such Hazardous Substances are in violation of Environmental Laws (as defined in Section 7.03(d) below), Landlord will remediate the same to the extent Landlord is required to do so by Environmental Laws at no expense to Tenant.

(c) Landlord will indemnify, defend (with counsel reasonably acceptable to Tenant) and hold Tenant harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, fines, judgments, suits, proceedings, damages, disbursements and expenses of any kind (including, without limitation, natural resource damages, reasonable attorneys' fees and experts' fees and expenses, and fees and expenses incurred in investigating, defending or prosecuting any litigation, claim, action or proceeding) that may at any time be imposed upon, incurred by or asserted or awarded against Tenant as a direct result of Hazardous Substances brought to the Demised Premises by Landlord or Landlord's employees, agents or contractors in violation of Environmental Laws. This indemnity survives the expiration or termination of this Lease.

(d) As used herein, the term "**Environmental Laws**" means all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

7.4. Prohibition on Use of Adjacent and Exterior Space. Tenant will not store anything in service or exit corridors or alleys, nor will Tenant store anything in a manner that inhibits ingress to or egress from the Building or any premises therein or could cause a fire hazard or could impede access to or operation of any mechanical equipment or other systems serving the Building. In the event Tenant causes a false fire alarm, then Tenant will

reimburse Landlord for any fees incurred by Landlord and all third-party costs related thereto within ten (10) days after receipt of an invoice.

8. Services.

8.1. Utility Services.

(a) Tenant will be solely responsible for and must promptly pay all charges for water, gas, heat, electricity, sewer, drainage, and any other utility used upon or furnished to the Demised Premises by a utility provider at the rates established under an approved schedule or tariff of the local utility company serving the area with the proper regulating authority and in effect from time to time covering such services.

(b) The obligation of Tenant to pay for such utilities will commence as of the date on which possession of the Demised Premises is delivered to Tenant (with Substantial Completion of the Leasehold Improvements) or such earlier date that Tenant may accept possession of the Demised Premises, without regard to any free rent period or the Commencement Date. Tenant is responsible for payment of all tapping, connection and use charges and fees imposed by any governmental units or public or private utility in connection with utility services to the Demised Premises. Tenant will cause all utility service to be transferred into its name on or before the date possession of the Demised Premises is delivered to Tenant. Any costs incurred by Tenant related to any utility service that are charged to the Landlord are owed by the Tenant as Additional Rent.

8.2. Janitorial Services. Landlord will not be obligated to furnish janitorial services for the Building. Tenant (a) will keep the Demised Premises safe and clean and free from rubbish and dirt at all times, (b) will store all trash and garbage within the Demised Premises and arrange for the removal of such trash and garbage at Tenant's sole cost and expense, and (c) must provide janitorial services in conformance with standards applicable to comparable buildings in the Detroit area.

8.3. HVAC Services. Tenant will be responsible, at Tenant's sole cost and expense for the maintenance, repair and replacement of any HVAC units and/or systems in the Demised Premises. Tenant must at all times maintain a semi-annual HVAC maintenance contract covering the HVAC exclusively serving the Demised Premises, with a provider reasonably approved by Landlord in advance in writing.

8.4. Standard of Services. Landlord does not represent or warrant that any of the services referred to in this Section 8 or elsewhere in this Lease will be free from interruption, and any one or more of such services may be suspended by reason of accident, repairs, inspections, alterations or improvements necessary to be made, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of Landlord. Any such interruption, reduction or discontinuance of service will not be deemed an eviction or disturbance of Tenant's use and possession of the Demised Premises, or any part thereof, by Landlord, nor render Landlord liable to Tenant for damages, nor relieve Tenant from performance of Tenant's obligations under this Lease. Notwithstanding any contrary provision herein, Landlord will not be liable under any circumstances for injury or damage to, or interference with, Tenant's business, including, but not limited to, loss of profits, loss of rents or other revenues, loss of business

opportunity, loss of goodwill or loss of use, in each case, however occurring. Notwithstanding anything to the contrary set forth in this Section 8.4, if (a) any service required to be provided by Landlord is interrupted for five (5) Business Days or more, (b) the interruption was caused by Landlord and the restoration is in the sole control of Landlord, and (c) Tenant cannot and does not occupy the Demised Premises during such interruption, then Base Rental will abate on a day-for-day basis for each day of such interruption commencing on the sixth (6th) day of such interruption and continuing until the earlier to occur of the date such service is restored or the date Tenant resumes operations within the Demised Premises.

8.5. Security. Tenant will have the right to secure the Demised Premises during and after business hours.

9. Repairs. Subject to the provisions of the Work Letter and the provisions of 12 and 13 of this Lease, Tenant will, at Tenant's sole cost and expense, keep the Demised Premises, the Building, the Exterior Areas and every part thereof in good working order, condition and repair, and replace the same as needed to keep the same in good working order, condition and repair, including, without limitation, (a) the exterior windows and exterior walls, roofs, foundations, and structure itself of the Building, (b) the mechanical, plumbing and electrical equipment servicing the Building, (c) rubbish removal, snow and ice removal and general landscaping of and from the Property, and (d) the parking, driveway and sidewalk areas of the Property. Tenant waives all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Demised Premises as provided by any Law now or hereafter in effect. All repairs made by or on behalf of Tenant will be made and performed by contractors or mechanics reasonably approved by Landlord and in accordance with all applicable Law of governmental authorities having jurisdiction.

10. Alterations.

10.1. Alterations – Generally. Tenant will not, at any time during the Term, make or suffer to be made any alterations, additions or improvements to or of the Demised Premises or any part thereof (including, without limitation, Specialty Alterations defined in Section 10.4) or attach any fixtures or equipment thereto, without first obtaining Landlord's prior written consent thereto in accordance with Section 10.2. Notwithstanding anything to the contrary contained herein, Tenant will be permitted from time to time during the Term to paint, decorate and make other minor cosmetic alterations, additions or improvements to the Demised Premises without Landlord's prior written consent, unless such alterations, additions or improvements (a) extend beyond the interior of the Demised Premises, (b) are visible from the exterior of the Building, (c) cumulatively cost more than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) in any given calendar year, (d) are structural or affect the structural integrity of the Building, (e) affect the HVAC, electrical, plumbing, fire/life safety or other central systems of the Building; or (f) require a building permit.

10.2. Alterations – Approval Standards. The provisions of this Section 10.2 will apply should Tenant be required to perform work or alterations, or desire to make any alterations, to the Demised Premises pursuant to any provision of this Lease. Tenant must submit all plans and specifications for such proposed alterations, a list of Tenant's proposed general contractor and/or subcontractors for such alterations, and a budget detailing the alteration costs to Landlord for Landlord's review before Tenant allows any such work to commence. Upon receipt of all required information, Landlord will promptly approve or disapprove such plans and specifications, in Landlord's reasonable discretion;

provided, however, Landlord may disapprove of proposed alterations which affect the systems or structure of the Building in Landlord's sole and absolute discretion. All alterations will provide for the integration of the Building's mechanical, engineering, plumbing, and smart building systems in the Demised Premises in accordance with Landlord's applicable standards for integration. Tenant must select and use only contractors, subcontractors or other repair personnel that have been approved by Landlord prior to the date of this Lease or have been subsequently approved by Landlord in writing which approval will not be unreasonably (a) withheld, (b) conditioned or (c) delayed. Upon Tenant's receipt of written approval from Landlord of Tenant's plans and specifications and of Tenant's contractors, subcontractors or other personnel, and Landlord's receipt of certificates of insurance evidencing the insurance coverage required under Exhibit "C", attached to this Lease and by this reference made a part of this Lease, including, without limitation, Sections 2, 5, 7, 8, and 9 of Exhibit "C", and upon Tenant's payment to Landlord of the reasonable out-of-pocket costs incurred by Landlord for such review and approval including a reasonable fee for the time spent and expenses incurred by employees and consultants of Landlord which costs may not exceed one percent (1%) of the cost of such alterations, Tenant will have the right to proceed with the construction on all approved alterations, but only so long as such alterations are in strict compliance with the plans and specifications so approved by Landlord and with the provisions of this Section 10. Approval by Landlord of any of Tenant's plans and specifications, or of any completed alterations following Landlord's inspection, will not constitute the assumption of any responsibility by Landlord or Landlord's architect or engineers of the accuracy, efficacy or sufficiency of Tenant's plans or specifications and approval by Landlord of contractors will not constitute the assumption of any responsibility for the competency of Tenant's contractors, and Tenant is solely responsible for same. All alterations will be made at Tenant's sole cost and expense. Tenant must dispose of construction debris in accordance with Landlord's reasonable directives and at Tenant's sole cost and expense. Landlord and Landlord's agents will have the right to enter the Demised Premises from time to time to inspect Tenant's alterations, and Landlord will have the right to require Tenant and Tenant's contractors to attend regular progress meetings established by Landlord upon reasonable written notice to Tenant. Tenant must, promptly following completion of alterations, provide Landlord with (i) sworn statements and unconditional lien waivers from all contractors and subcontractors constructing the alterations, and (ii) evidence that all Building systems affected by the alterations are balanced and fully functioning. If Landlord agrees to complete an alteration at Tenant's request, Tenant will pay Landlord for all costs incurred in connection therewith. Whether (A) Landlord performs such alterations using Landlord's contractors, or (B) Tenant performs such alterations using Tenant's contractors, Tenant will pay to Landlord a fee of five percent (5%) of the actual costs of such work.

10.3. Manner of Performing Alterations and Repairs. All construction, alterations (including, without limitation, Specialty Alterations), and repair work done by or for Tenant pursuant to any provision of this Lease must: (a) be performed in such a manner as to maintain harmonious labor relations; (b) not adversely affect the safety of the Building or the Demised Premises or the systems thereof; (c) comply with all building, safety, fire, plumbing, electrical, and other codes and governmental and insurance requirements (and copies of any required permits must be delivered to Landlord); (d) be completed promptly and in a good and workmanlike manner; and (e) be in compliance with all historic requirements relating to the Building's historic designation, if any.

10.4. Ownership of Improvements/Alterations. Except for Tenant's Property (as hereinafter defined), all leasehold improvements, alterations (including, without limitation, Specialty Alterations), and other physical additions made to or installed by or for Tenant in the Demised Premises are and will remain Landlord's property, and will not be removed without Landlord's written consent. However, unless Tenant, at the time of Tenant's request for Landlord's consent, makes request of Landlord to allow such improvements, alterations and additions to remain in the Demised Premises and Landlord expressly agrees to allow the same to remain in the Demised Premises, Landlord may, by written notice to Tenant, require Tenant, at Tenant's expense, to (a) remove any leasehold improvements, alterations (including, without limitation, Specialty Alterations) and other physical additions at the expiration or earlier termination of the Term, and (b) repair any damage to the Demised Premises and/or the Building caused by such removal. "**Tenant's Property**" means all of Tenant's movable fixtures and movable partitions, telephone and telecommunication wiring and cabling and related equipment, computer systems, trade fixtures, furniture, furnishings, and other items of personal property located in the Demised Premises. "**Specialty Alterations**" are alterations consisting of kitchens, executive bathrooms, raised computer floors, computer, telephone and telecommunications wiring and cabling in the Demised Premises and the Building, computer installations, supplemental air conditioning systems, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, conveyors, dumbwaiters, and other alterations of a similar character which Landlord designates as Specialty Alterations by written notice delivered to Tenant when Landlord approves Tenant's plans containing any such alterations.

10.5. Manner of Removing Improvements/Alterations. Tenant's Property and all leasehold improvements, alterations (including, without limitation, Specialty Alterations) and other physical additions made to or installed by or for Tenant in the Demised Premises that Landlord has directed or otherwise permitted Tenant to remove must be removed in accordance with Section 32 at the expiration or earlier termination of this Lease.

11. Liens.

Tenant must pay all costs for work done or claimed to be done by or on behalf of Tenant in the Demised Premises or the Exterior Areas of a character which will or may result in liens against Landlord's interest in the Property or any part thereof, and Tenant will keep the same free and clear of all mechanics' liens and other liens on account of work done or claimed to be done for or on behalf of Tenant or persons claiming under Tenant. Any construction and/or mechanics lien filed against the Property for work claimed to have been done or materials claimed to have been furnished to Tenant or persons claiming under Tenant, must be discharged of record (either by cancellation and release or by posting a bond by a reputable casualty or insurance company reasonably satisfactory to Landlord that is sufficient under all applicable Laws to discharge or bond over the lien) by Tenant within ten (10) Business Days after filing. Failure of Tenant to discharge any such lien within said ten (10) Business Day period will constitute an Event of Default for which no notice or cure period will be provided to Tenant. If Tenant is delinquent in paying any charge for which such a mechanics' lien or suit to foreclose such a lien has been recorded or filed and does not cause the lien to be released or discharged as aforesaid, then, in addition to any other rights and remedies available to Landlord, (a) Landlord may (but without being required to do so) pay such lien or claim and costs associated therewith or post a bond to discharge the lien, and (b) the amount so paid, together with interest thereon at the Interest Rate from the date paid by Landlord until such sum is repaid by Tenant, together with reasonable attorneys' fees, expenses and court costs incurred in connection therewith, will be immediately due from Tenant

{39549/5/D1952826.DOCX;9}

Page 18 of 42

to Landlord as additional rent. Should any action, suit, or proceeding be brought upon any such lien for the enforcement or foreclosure of the same, Tenant will defend Landlord therein, by counsel satisfactory to Landlord, and pay any damages and satisfy and discharge any judgment entered therein against Landlord. Notwithstanding anything contained in this Lease to the contrary, Tenant will not be deemed to be Landlord's agent with respect to any alterations, additions or improvements made by or on behalf of Tenant to the Demised Premises and the Property. Further, nothing contained in this Lease enables Tenant to subject this Lease, the Demised Premises, or any portion of the Property to construction liens as a result of any alterations, additions or improvements made by or on behalf of Tenant to the Demised Premises and/or the Property.

12. Destruction or Damage.

12.1. Partial Destruction or Damage. In the event the Demised Premises or any portion of the Building necessary for Tenant's occupancy are physically damaged by fire, earthquake, act of God, the elements or other casualty, and Landlord has not elected to terminate this Lease as provided below, Landlord will repair the Building and/or the Demised Premises subject to Section 12.3. In such event, this Lease will remain in full force and effect except that an abatement of Base Rental will be allowed Tenant for such part of the Demised Premises rendered unusable by Tenant in the conduct of its business during the time as such part is so unusable, provided that (a) Landlord is reimbursed therefor by loss of rental income or other insurance or Landlord would have been reimbursed therefor if Landlord carried the insurance required to be obtained by Landlord hereunder, (b) no Event of Default by Tenant then exists, and (c) such damage was not caused by Tenant or any of the Tenant Parties. Notwithstanding the foregoing, if: (i) such repairs cannot, in Landlord's opinion, be made within two hundred seventy (270) days; (ii) such damage or destruction is not insured against by Landlord's fire and extended coverage insurance policy covering the Building or if Landlord's reasonable estimate of the cost of making such repairs exceeds the proceeds of such insurance; (iii) such damage occurs during the final eighteen (18) months of the Term; (iv) such damage exceeds twenty-five percent (25%) of the replacement value of the Building; or (v) any Holder (as defined in Section 26.1) requires that the insurance proceeds or any portion thereof be used to retire the mortgage debt; or (vi) any ground lessor terminates the ground lease, then Landlord may elect, upon notice to Tenant within one hundred twenty (120) days after the date of such fire or other casualty, to terminate this Lease, in which event this Lease will terminate as of the date of such election by Landlord.

12.2. Total Destruction. Notwithstanding the foregoing, a total destruction of the Building will automatically terminate this Lease.

12.3. Repair Obligations. If the Demised Premises are to be repaired under this Section 12, Landlord will repair at its cost any injury or damage to the shell and core of the Building and central systems of the Building. Tenant will perform and pay the cost of repairing any of Tenant's Property and any alterations and leasehold improvements (including, without limitation, the Leasehold Improvements and any systems exclusively serving the Demised Premises) in the Demised Premises or any other items that Tenant is required to insure under the terms of this Lease; provided, however, that, if this Lease is terminated under this Section 12, then, in lieu of repairing and restoring such items, Tenant will promptly pay to Landlord all insurance proceeds received by Tenant for the damage or destruction pertaining thereto (and such payment obligation survives the termination of this Lease). Notwithstanding anything contained in this Section 12 to the

contrary, Tenant will be entitled to receive and retain any and all proceeds from any insurance coverage maintained by Tenant to the extent such proceeds are attributable to damage or destruction to Tenant's Property.

13. Eminent Domain.

In the event the whole or substantially the whole of the Building is taken or condemned by eminent domain or by any conveyance in lieu thereof (such taking, condemnation or conveyance in lieu thereof being hereinafter referred to as "**Condemnation**"), the Term will cease, and this Lease will terminate on the earlier of the date the condemning authority takes possession or the date title vests in the condemning authority. If all or any part of the Demised Premises is taken by Condemnation, this Lease will terminate as to the part so taken as of the date of the Condemnation, and, in the case of partial taking, either Landlord or Tenant will have the right to terminate this Lease as to the balance of the Demised Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate is that the portion of the Demised Premises taken is of such extent and nature as substantially to handicap, impede or impair Tenant's use of the balance of the Demised Premises for Tenant's Use. In the event of any Condemnation (a) Landlord is entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, (b) Tenant has no claim against Landlord for the value of any unexpired term of this Lease or otherwise, and (c) Tenant hereby assigns to Landlord all its right, title and interest to any such compensation, damages, income, rent, or award. In the event of a partial taking of the Demised Premises which does not result in a termination of this Lease, the rental thereafter to be paid will be reduced on a per rentable square foot basis. Notwithstanding anything in this Section 13 to the contrary, Tenant will have the right, to the extent that same does not diminish Landlord's award, to make a separate claim against the condemning authority for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's trade fixtures, if a separate award for such items is made to Tenant.

14. Subrogation.

Landlord and Tenant must each have included in all policies of insurance, including property and business interruption insurance respectively obtained by them covering the Demised Premises, the Building, and contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver must be paid by the primary insured. To the full extent permitted by law, and notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives all right of recovery against the other (and any members, officers, directors, partners, employees, agents and representatives of the other), and releases the other from liability, for loss or damage to the extent such loss or damage is covered by valid insurance, in effect covering the party seeking recovery at the time of such loss or damage, or would be covered by the insurance required to be maintained under this Lease by the party seeking recovery. If the release of either party, as set forth above, should contravene any Law with respect to exculpatory agreements, the liability of the party in question will not be deemed released but will be secondary to the liability of the other's insurer. The provisions of this Section 14 survive the expiration or termination of this Lease.

15. Landlord's Indemnification and Insurance.

15.1. Landlord's Indemnification. Subject to Section 14, except to the extent caused by the gross negligence or willful misconduct of Tenant or any of the Tenant Parties, Landlord will indemnify, defend and hold harmless Tenant and its direct and indirect affiliates, parents, and subsidiaries, and each of the foregoing's respective officers, shareholders, members, directors, managers, employees, and agents (individually and collectively, the "**Tenant Indemnitees**") from any and all claims, liabilities, injuries, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys' fees ("**Claims**"), incurred by the Tenant Indemnitees arising from, relating to, or in connection with any breach or default in the performance of any obligation on Landlord's part to be performed under any provision of this Lease or arising from, relating to, or in connection with any negligence or willful misconduct of Landlord or any of its contractors, agents, representatives or employees. The provisions of this Section 15.1 survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such expiration or termination.

15.2. Landlord's Insurance. Landlord must, from and after the Commencement Date and throughout the Term, provide and keep in force or cause to be provided or kept in force:

(a) Commercial general liability insurance with respect to Landlord's operation of the Building for bodily injury or death and damage to property of others, which will provide coverage on an occurrence basis with a per occurrence limit of not less than \$2,000,000.00 for each policy year, which limit may be satisfied by any combination of primary and excess or umbrella per occurrence policies; and

(b) Property insurance (including special cause of loss form) in respect of the Building and the Exterior Areas, for the full replacement cost of the Building (exclusive of footings, foundations and other subsurface elements), except that Landlord will not be required to carry such insurance on Tenant's Property, or any other trade fixtures, equipment, personal property, or on any alterations or leasehold improvements in the Demised Premises (including, without limitation, the Leasehold Improvements and Specialty Alterations), or on any systems exclusively serving the Demised Premises;

together with such other insurance as Landlord, in its sole discretion, elects to obtain. Insurance effected by Landlord (i) will be in amounts which Landlord from time to time determines to be reasonable and sufficient, (ii) will be subject to such deductibles and exclusions which Landlord may deem reasonable, and (iii) will otherwise be on such terms and conditions as Landlord from time to time determines to be reasonable and sufficient. Landlord's insurance may provide that no insurance proceeds will be payable thereunder in the case of destruction or damage caused by any occurrence other than risks included in the special cause of loss form.

16. Tenant's Indemnification and Insurance.

16.1. Tenant Indemnification. Subject to Section 14, except to the extent caused by the gross negligence or willful misconduct of Landlord or any of its contractors, agents, representatives or employees, Tenant will indemnify, defend and hold harmless Landlord and Property Manager (defined in Section 48) and their respective direct and indirect

affiliates, parents, and subsidiaries, and each of the foregoing's respective officers, shareholders, members, directors, managers, employees, and agents (individually and collectively, the "**Landlord Indemnitees**") from any and all Claims incurred by the Landlord Indemnitees arising from, relating to, or in connection with Tenant's or any of the Tenant Parties' use of the Demised Premises or the Exterior Areas or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant or any of the Tenant Parties, or which may occur, in, on or about the Demised Premises. Except to the extent arising from the gross negligence or willful misconduct of Landlord, Tenant will further indemnify, defend and hold harmless the Landlord Indemnitees from and against any and all Claims, incurred by the Landlord Indemnitees arising from, relating to, or in connection with any breach or default in the performance of any obligation on Tenant's part to be performed under any provision of this Lease or arising from, relating to, or in connection with any negligence or willful misconduct of Tenant or any of the Tenant Parties. The provisions of this Section 16.1 survive the expiration or termination of this Lease with respect to any damage, injury or death occurring prior to such expiration or termination.

16.2. Tenant's Insurance. Tenant must comply with all of the terms and conditions of Exhibit "C".

17. Compliance.

17.1. Generally. Tenant must promptly and strictly comply with (and must ensure that all of its employees, agents, contractors, guests, invitees and licensees promptly and strictly comply with): (a) all Laws now in force or which may hereafter be in force (b) the requirements of any board of fire underwriters or other similar body now or hereafter constituted, (c) any occupancy certificate or directive issued pursuant to any Law by any public officer or officers, (d) the requirements of any other applicable governmental, quasi-governmental or similar entity, commission or agency (including, without limitation, any historical commission or agency), (e) all health, safety, security and emergency plans, protocols and procedures reasonably implemented by Landlord for the Building from time to time (e.g., evacuation procedures, contact tracing procedures, restrictions on occupancy levels, etc.) (collectively, "**Emergency Protocols**"), and (f) the provisions of all recorded documents affecting the Demised Premises, insofar as any thereof relate to or affect the condition, use or occupancy of the Demised Premises. For the avoidance of doubt, Tenant is responsible for the failure of any of any of its employees, agents, contractors, guests, invitees and licensees to comply with any of the foregoing.

17.2. Emergency Protocols. If as a result of Tenant's failure (or the failure of any of its employees, agents, contractors, guests, invitees, or licensees) to comply with such Emergency Protocols, Landlord incurs any fines, penalties, or other costs or expenses, Tenant will promptly reimburse Landlord for any such amounts upon demand as additional rent. If requested by Landlord, Tenant will designate an employee of Tenant as its representative for all matters involving Emergency Protocols, and will provide the name, telephone number, and email address of such representative to Landlord. Tenant will cause such representative to fully cooperate with Landlord on all matters relating to Emergency Protocols. Notwithstanding any other provision of this Lease to the contrary, all communication (written or verbal) regarding Emergency Protocols may be made directly with such representative (provided, however, any notice of a default will be given pursuant to Section 35).

18. Assignment and Subletting.

18.1. Prohibition on Assignment or Subletting. Tenant must not, without the prior written consent of Landlord, assign, encumber or hypothecate this Lease or any direct or indirect interest herein or sublet the Demised Premises or any part thereof, or permit the use of the Demised Premises by any party other than Tenant. This Lease is not, nor is any interest herein assignable as to the direct or indirect interest of Tenant by operation of law without the consent of Landlord. Any merger, reorganization, or sales aggregating fifty percent (50%) or more of the capital, voting stock or equity interests directly or indirectly of Tenant (if Tenant is a nonpublic corporation), transfers aggregating fifty percent (50%) or more of the direct or indirect partnership interest of Tenant (if Tenant is a partnership), or transfers aggregating fifty percent (50%) or more of the other direct or indirect ownership interests of Tenant (if Tenant is a limited liability company or other legal entity) will be deemed to be an assignment of this Lease. Notwithstanding anything in this Lease to the contrary, Landlord's consent will not be required for Tenant to transfer or assign this Lease or sublet the whole or any portion of the Demised Premises (each, a **"Permitted Transfer"**) to (a) the parent entity of Tenant, (b) an affiliate of Tenant, (c) any wholly owned subsidiary entity of Tenant or Tenant's parent entity, (d) any entity surviving Tenant by merger or other consolidation, (e) any entity acquiring all or substantially all of the business or assets of Tenant; provided, that in each of the foregoing instances (i) Tenant must give Landlord prior written notice of such Permitted Transfer, (ii) such other entity (each, a **"Permitted Assignee"**) must assume in writing all of Tenant's obligations hereunder accruing after the effective date of such Permitted Transfer (and Tenant has satisfied all obligations accruing theretofore), and (iii) the tangible net worth of the assignee (based upon assets contained in the United States) must equal or exceed that of Tenant on the Date of this Lease or the date prior to the effective date of the Permitted Transfer, whichever is greater.

18.2. Request for Assignment or Subleasing. If at any time or from time to time during the Term Tenant desires to sublet all or any part of the Demised Premises or to assign this Lease other than in connection with a Permitted Transfer, Tenant will, no later than sixty (60) days in advance of the proposed effective date of any proposed sublease or assignment, give notice to Landlord setting forth the proposed subtenant or assignee, the terms of the proposed subletting and the space so proposed to be sublet or the terms of the proposed assignment, as the case may be, together with a copy of the proposed sublease or proposed instrument of assignment, and such other information as Landlord may request to evaluate the proposed assignment or sublease. Landlord will have the option exercisable by notice given to Tenant within thirty (30) days after Tenant's notice is given to Landlord: (a) if Tenant's request relates to a subletting, either to sublet from Tenant such space at the rental and other terms set forth in Tenant's notice, or, if the proposed subletting is for the entire Demised Premises for the balance of the Term, to terminate this Lease; (b) if Tenant's request relates to an assignment, either to have this Lease assigned to Landlord or to terminate this Lease; (c) consent to such assignment or sublease; or (d) to refuse to consent to Tenant's assignment or subleasing of such space and to continue this Lease in full force and effect as to the entire Demised Premises. If Landlord fails to notify Tenant in writing of such election within the aforesaid thirty (30) day period, Landlord will be deemed to have elected option (d) above. Landlord's consent will be evidenced by execution of Landlord's standard form of consent to assignment or consent to sublease, as the case may be, by Tenant, such subtenant or assignee, and Landlord.

18.3. Subletting or Assignment Consideration. In the event Tenant sublets a portion of the Demised Premises, or assigns this Lease, fifty percent (50%) of all of the sums or other economic consideration received by Tenant which are attributable to Tenant's interest in this Lease (and not, for clarity, any other interest in Tenant's business and/or good will) as a result of such subletting or assignment whether denominated rentals or otherwise, under the sublease or assignment, which exceed in the aggregate, the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to that portion of the Demised Premises subject to such sublease) is payable to Landlord as Additional Rent under this Lease without affecting or reducing any other obligation of Tenant hereunder.

18.4. Other Conditions. No subletting or assignment will release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay the rental and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rental by Landlord from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease. Consent to one assignment or subletting will not be deemed consent to any subsequent assignments or subletting. Upon the occurrence of an Event of Default, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee or successor. Landlord may consent to subsequent assignment or subletting of this Lease or amendments or modifications to this Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto, and such action will not relieve Tenant of liability under this Lease.

18.5. Landlord Reimbursement. In the event Tenant assigns this Lease or sublets the Demised Premises or requests the consent of Landlord to any assignment or subletting, or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant will pay Landlord's reasonable attorneys' fees and processing fees incurred in connection therewith which will not exceed \$7,500.00.

19. Rules.

Tenant will faithfully observe and comply with the rules and regulations annexed to this Lease as Exhibit "D" and by this reference made a part hereof, and, after notice thereof, all reasonable modifications thereof and additions or rescissions thereto from time to time promulgated in writing by Landlord and adopted in a non-discriminatory manner. Tenant will be responsible for the observance of all of the rules and regulations by Tenant and the Tenant Parties.

20. Entry by Landlord.

20.1. Landlord Rights. Landlord and its designees may enter the Demised Premises at any time in the event of an emergency and upon reasonable prior notice in all other cases to: (a) inspect the same, (b) exhibit the same to current lenders or prospective purchasers or lenders, (c) exhibit the same to prospective tenants during the last nine (9) months of the Term, (d) determine whether Tenant is complying with all of its obligations hereunder, (e) supply any services to be provided by Landlord to Tenant hereunder, (f) post notices of nonresponsibility, and (g) make repairs required of Landlord under the terms hereof or repairs to any adjoining space or utility services or make repairs, alterations or improvements to any other portion of the Property. So long as no uncured Event of Default exists, and except in the case of emergencies, (i) Landlord will provide Tenant with not

less than 48 hours' advance notice by telephone or email to the on-site office manager of Tenant or to the individual apparently then in charge at the Demised Premises prior to entering the Demised Premises for any of the reasons set forth in clauses (a), (b), (c), (d) and (g) of this Section 20.1, (ii) such entry will occur during Tenant's business hours, and (iii) Landlord will afford Tenant the opportunity to have a representative of Tenant accompany Landlord or its designee during such entry if requested by Tenant; provided, however, that if Tenant fails to provide Landlord with a telephone number and/or email address of the on-site office manager of Tenant, then Landlord will be permitted to enter the Demised Premises for any purpose without being required to provide any advance notice to Tenant or being required to afford Tenant the opportunity to have a representative of Tenant accompany Landlord or its designee during such entry. During any such entry by Landlord, payments of rental provided herein will not abate, and Tenant hereby waives any claim for damages for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Demised Premises or any other loss occasioned by such entry; provided that Landlord will use commercially reasonable efforts to minimize interruptions to Tenant's business during such entry.

20.2. Landlord Key to Demised Premises. Landlord will at all times have and retain a key with which to unlock all of the doors in, on or about the Demised Premises (excluding Tenant's vaults, safes and similar areas designated in writing by Tenant in advance) and access codes or similar pass codes for Tenant's security system; and Landlord has the right to use any and all means which Landlord may deem proper to open said doors in any emergency in order to obtain entry to the Demised Premises, and any entry to the Demised Premises obtained by Landlord by any of said means, or otherwise, will not under any circumstances be construed or deemed to be a forcible or unlawful entry into or a detainer of the Demised Premises or an eviction, actual or constructive, of Tenant from the Demised Premises, or any portion thereof.

21. Events of Default.

21.1. Events of Default. The occurrence of any one or more of the following events (each such occurrence is an "**Event of Default**") constitutes a material breach of this Lease by Tenant:

(a) Tenant (i) fails to pay the monthly Base Rental when and as the same becomes due and payable, or (ii) fails to pay any other sum payable by Tenant under this Lease when and as the same becomes due and payable and such failure continues for five (5) days after receipt of written notice from Landlord informing Tenant of such failure; or

(b) Tenant makes a general assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due or files a petition in bankruptcy, or is adjudicated as insolvent or files a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future Law, or files an answer admitting, or fails to timely contest or acquiesce in, the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties; or

(c) Within ninety (90) days after the commencement of any proceeding against Tenant seeking any reorganization, arrangement, composition, readjustment,

liquidation, dissolution or similar relief under any present or future Law, such proceeding is not dismissed, or, within ninety (90) days after the appointment without the consent or acquiescence of Tenant, of any trustee, receiver or liquidator of Tenant or of any material part of its properties, such appointment is not vacated; or

(d) This Lease or any estate of Tenant hereunder is levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) Business Days; or

(e) If the Demised Premises are deserted or vacated for more than thirty (30) days other than due to casualty, condemnation, construction of alterations, or remediation; or

(f) Tenant fails to remove or discharge any lien addressed in Section 11 within the period provided therein; or

(g) Tenant fails to execute and deliver the instruments required under Section 26 within the time period provided therein; or

(h) Tenant fails to execute and deliver any estoppel certificate within the time period provided in Section 29; or

(i) Tenant fails to comply with the provisions of Section 46; or

(j) Tenant fails to perform or observe any other term hereof (other than those covered by subsections (a) through (i) of this Section 21.1) or of the rules and regulations referred to in Section 19 to be performed or observed by Tenant, and such failure continues for more than thirty (30) days after written notice thereof from Landlord; provided, however, that in the event any such failure is not reasonably susceptible of cure within such thirty (30) day period, Tenant will have a reasonable time to cure such failure (but not more than sixty (60) days, including the aforesaid initial thirty (30) day period), provided Tenant commences cure as soon as reasonably possible within said thirty (30) day period and diligently prosecutes such cure to completion.

Notwithstanding the foregoing provisions of this Section 21.1, in the event Tenant fails to perform or defaults in the performance of the same term, covenant or condition of this Lease on two (2) or more separate occasions during any twelve (12) month period, then even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during the Term will be deemed a default without the ability of cure by Tenant.

21.2. Bankruptcy. If, as a matter of law, Landlord has no right on the bankruptcy of Tenant to terminate this Lease, then, if Tenant, as debtor, or its trustee wishes to assume or assign this Lease, in addition to curing or adequately assuring the cure of all defaults existing under this Lease on Tenant's part on the date of filing of the proceeding (such assurances being defined below), Tenant, as debtor, or the trustee or assignee must also furnish adequate assurances of future performance under this Lease (as defined below). As used herein, "**adequate assurance of curing defaults**" means the posting with Landlord of a sum in cash sufficient to defray the cost of such a cure. As used herein,

“adequate assurance of future performance under this Lease” means posting a deposit equal to three (3) months’ rent, including all other charges payable by Tenant hereunder, such as the amounts payable pursuant to Section 5, and, in the case of an assignee, assuring Landlord that the assignee is financially capable of assuming this Lease, and that its use of the Demised Premises will not be detrimental to Landlord. In a reorganization under Chapter 11 of the Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within sixty (60) days after the filing of the proceeding, or he/she/it will be deemed to have rejected and terminated this Lease.

22. Remedies.

22.1. Landlord Remedies. If an Event of Default occurs, then Landlord will have the following remedies:

- (a) Landlord at any time after the Event of Default, at Landlord's option, may give to Tenant notice of termination of this Lease, and in the event such notice is given, this Lease will come to an end and expire upon the date of such notice, but Tenant will remain liable for damages as provided in Section 23.
- (b) Either with or without terminating this Lease, Landlord may immediately or at any time *after* the Event of Default or after the date upon which this Lease expires, reenter the Demised Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, or by force or otherwise (without being liable to indictment, prosecution or damages therefor), and may repossess the Demised Premises and remove any and all of Tenant's property and effects from the Demised Premises.
- (c) Either with or without terminating this Lease, Landlord may relet the whole or any part of the Demised Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the Expiration Date, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord will not be liable for the failure to collect any rental due upon any such reletting, and no such failure will operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Demised Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability and with Tenant responsible for the cost of such items. If Landlord re-enters the Demised Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages that may be caused by such re-entry or termination by Landlord.
- (d) Without terminating this Lease, and with or without notice to Tenant, Landlord may enter into and upon the Demised Premises and, without being liable for prosecution or any claim for damages therefor, maintain the Demised Premises and repair or replace any damage thereto or do anything for which Tenant is responsible hereunder. Tenant will reimburse Landlord immediately upon demand for any expenses which Landlord incurs in thus effecting Tenant's compliance

under this Lease, and Landlord will not be liable to Tenant for any damages with respect thereto.

(e) Landlord will have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due (unless and until Landlord has terminated this Lease) and all other damages incurred by Landlord as a result of an Event of Default.

22.2. Default Remedies Cumulative. The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise, and Landlord may pursue any combination of the foregoing remedies permitted by law and such other remedies as are available at law or in equity. All remedies provided in this Lease are cumulative and may be exercised alternatively, successively, or in any other manner. The exercise by Landlord of any one or more of the rights and remedies provided in this Lease does not prevent the subsequent exercise by Landlord of one or more of the other rights and remedies herein provided. If any statute or rule of law limits any of Landlord's remedies as hereinabove set forth, Landlord will nonetheless be entitled to any and all other remedies hereinabove set forth. Landlord will in no way be responsible or liable to Tenant for any failure to rent the Demised Premises or any part thereof, or for any failure to collect any rent due upon such reletting, and in no event will Tenant be entitled to receive any excess of any amount collected over the Rent due under this Lease. All rent and other consideration paid to Landlord by any replacement tenants will be applied, at Landlord's option: first, to the costs of reletting (including brokerage fees), second, to the payment of all costs of enforcing this Lease against Tenant, third, to the payment of all interest and service fees or charges accruing under this Lease, fourth, to the payment of Rent accrued under this Lease, and the residue, if any, will be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). The provisions of this Section 22 survive the expiration or earlier termination of this Lease.

23. Termination upon Default.

Upon termination of this Lease by Landlord pursuant to Section 22, Landlord will be entitled to recover from Tenant the aggregate of: (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination; (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then-reasonable rental value of the Demised Premises during such period; (c) the worth at the time of the award of the amount by which the unpaid rental for the balance of the Term after the time of award exceeds the reasonable rental value of the Demised Premises for such period; and (d) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result from that failure, including, but not limited to, Landlord's cost of recovering the Demised Premises and its reasonable attorneys' fees. The "**worth at the time of award**" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the Interest Rate. The "**worth at the time of award**" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago (or, in Landlord's reasonable discretion, a similar institution of Landlord's choosing if such bank no longer publishes a discount rate) at the time of award, plus one percent (1%). If Landlord has paid a broker commission, or a tenant improvement allowance, or granted Tenant an abatement of rental in connection with this Lease, then Landlord will also be entitled to collect

from Tenant as damages an amount equal to the then unamortized portion of the total of such amounts paid or abated by Landlord, which amortization will be on the straight line basis over the period commencing on the date that Base Rental commences through the Expiration Date.

24. Landlord's Right to Cure Defaults.

All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease will be at Tenant's sole cost and expense and without any abatement of rental except as expressly provided in this Lease. If Tenant (a) fails to pay any sum of money, other than Base Rental, required to be paid by Tenant or required to be reimbursed by Tenant to Landlord for any services provided at Tenant's request, or (b) fails to perform any other act on its part to be performed and such non-monetary failure continues for thirty (30) days after notice thereof by Landlord, Landlord may, but is not obligated to, make any such payment or perform any such other act on Tenant's part to be made or performed as provided in this Lease, without waiving or releasing Tenant from any obligations of Tenant. All sums so paid by Landlord and all necessary incidental costs will be deemed Additional Rent hereunder and will be payable to Landlord on demand, and Landlord will have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of a default by Tenant in the payment of Base Rental.

25. Attorneys' Fees.

If as a result of any breach or default in the performance of any of the provisions of this Lease, or any conflict arising from this Lease, Landlord uses the services of an attorney in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, Tenant will reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

26. Subordination.

26.1. Subordination. This Lease is and will be subject and subordinate, at all times, to (a) the lien of any mortgage or mortgages which may now or hereafter affect the Property, and to all advances made or hereafter to be made upon the security thereof and to the interest thereon, and to any agreements at any time made modifying, supplementing, extending or replacing any such mortgages, (b) any ground or underlying lease which may now or hereafter affect the Property, including all amendments, renewals, modifications, consolidation, replacements, and extensions thereof, and (c) all matters of record affecting the Property. The subordination created hereby is self-operative and no further instrument is required to effect such subordination of this Lease. Notwithstanding the foregoing, at the request of the holder of any of the aforesaid mortgage or mortgages or the lessor under the aforesaid ground or underlying lease (hereinafter referred to as the "**Holder**"), this Lease may be made prior and superior to such mortgage or mortgages and/or such ground or underlying lease. In the event of the enforcement by the Holder of the remedies provided for by Law or in its mortgage or lease, Tenant will, upon request of the Holder or any person succeeding to the interest of the Holder as a result of such enforcement automatically become the tenant of the Holder or such successor in interest and attorn to such Holder or successor, without change in the terms or other provisions of this Lease, except that such Holder or successor will not be: (i) liable for any act or omission of Landlord; (ii) subject to any defense, claim, counterclaim, set-off, or offset which Tenant may have against Landlord; (iii) bound by any prepayment of more than one (1) month's rental to any prior landlord; (iv) bound by any obligation to make any payment to Tenant

which was required to be made prior to the time such mortgagee or successor succeeded to Landlord's interest; (v) bound by any obligation to perform any work or to make improvements to the Demised Premises except for: (A) repairs and maintenance required to be made by Landlord under this Lease; and (B) repairs to the Demised Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such Holder or successor; (vi) bound by any modification, amendment or renewal of this Lease made without the Holder's consent; (vii) liable for the repayment of the Security Deposit, if any, unless and until the Security Deposit actually is paid to such Holder or successor; or (viii) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation. The foregoing attornment is self-operative, but upon request by the Holder or such successor in interest, Tenant will execute and deliver an instrument or instruments confirming such attornment.

26.2. Reasonable Assurances; Attorney-In-Fact. At the request of Landlord, Tenant will execute and deliver such further instruments as may be reasonably required to implement the provisions of this Section 26; provided that such instruments do not materially modify the rights or obligations of Tenant under this Lease. Failure of Tenant to execute any of the instruments specified in this Section 26 within ten (10) Business Days of written request to do so by Landlord will constitute an Event of Default for which no notice or cure period will be provided to Tenant.

26.3. Mortgagee Conditions. If, as a condition of approving this Lease, Landlord's mortgagee requests reasonable modifications of this Lease, Tenant will not unreasonably withhold or delay its agreement to such modifications, provided that such modifications do not increase the obligations or materially and adversely affect the rights of Tenant under this Lease.

26.4. Non-Disturbance Agreement. If the Property is subject to a mortgage on the date of this Lease, Landlord will provide Tenant with a commercially reasonable subordination, non-disturbance and attornment agreement to be executed by Landlord, Tenant and the Holder of such mortgage, on the Holder's standard form. Tenant will be responsible for the Holder's processing fees in connection therewith, if any.

27. Merger.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation hereof (a) will not work a merger, and will, at the option of Landlord, terminate all or any existing subleases or subtenancies, or (b) may, at the option of Landlord, operate as an assignment to it of any or all such subleases or subtenancies.

28. Nonliability of Landlord.

28.1. Successor Liability. In the event Landlord hereunder or any successor owner of the Property sells or conveys the Property, all liabilities and obligations on the part of the original Landlord or such successor owner under this Lease accruing thereafter will terminate, and thereupon all such liabilities and obligations will be binding upon the new owner. Tenant must attorn to such new owner.

28.2. Nonliability of Landlord. Landlord is not liable for and Tenant waives any claim in connection with: (a) any injury to Tenant's business or any loss of income; or (b) damage to the goods, wares, merchandise or other property of Tenant or any of the Tenant Parties or any other person in, on or about the Demised Premises or Exterior Areas; or (c) injury to the person of Tenant or any of the Tenant Parties; whether any such damage or injury in clauses (a), (b) or (c) is caused by or results from fire, steam, electricity, gas, water, rain, wind storm, tornado, hurricane, virus or disease or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting or other electrical fixtures, failure of the security systems of the Building, or from any other cause, and whether the said damage or injury results from conditions arising upon the Demised Premises or from other sources or places, and regardless of whether the cause of such injury or the means of repairing the same is inaccessible to Landlord or Tenant, except to the extent such injury, loss of income or damage is caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors. Tenant hereby assumes all risk of damage to property or injury to persons in, on or about the Demised Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord, except to the extent that said damage or injury arises out of the gross negligence or willful misconduct of Landlord, its agents, employees or contractors.

28.3. Limitations on Recovery of Money Judgment. 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 recovers a money judgment against Landlord, such judgment can be satisfied only against the right, title and interest of Landlord in the Property and out of rents or other income from the Property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Property and neither Landlord nor any of the members, managers, or partners of Landlord is liable for any deficiency.

29. Estoppel Certificate.

At any time and from time to time upon ten (10) Business Days' prior request by Landlord, Tenant will promptly execute, acknowledge and deliver to Landlord, a certificate indicating: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rental and other sums payable hereunder have been paid, (c) that Landlord is not in default of its obligations under this Lease and there are no existing circumstances which, with the passage of time, or notice, or both, would give rise to a default under this Lease by Landlord, and (d) such other matters as may be reasonably requested by Landlord. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any deed of trust of the Property or any part thereof. Failure of Tenant to execute any of the instruments specified in this Section 29 within ten (10) Business Days of written request to do so by Landlord will constitute an Event of Default for which no notice or cure period will be provided to Tenant.

30. No Light, Air or View Easement.

Any diminution or shutting off of light, air or view by any structure which may be erected on the Property or lands adjacent to the Property will in no way affect this Lease or impose any liability on Landlord.

31. Holding Over.

If Tenant holds possession of the Demised Premises beyond the expiration or earlier termination of the Term, or after termination of Tenant's right of possession pursuant to this Lease, such continued possession by Tenant will not have the effect of extending or renewing the Term for any period of time. Further, Tenant will be presumed to be a tenant at sufferance, occupying the Demised Premises against the will of Landlord, and Landlord will be entitled to all remedies provided for the expulsion of Tenant, including all claims for loss and damage. The Base Rental during each month of any period that Tenant holds over will be (a) for the first month of the holdover period, one hundred twenty-five percent (125%) of Tenant's monthly Base Rental during the last month of the Term (as the same may have been extended), and (b) for each additional month of the holdover period, one hundred fifty percent (150%) of Tenant's monthly Base Rental during the last month of the Term (as the same may have been extended), and such occupancy will be subject to all of the other terms, charges and expenses set forth in this Lease, except any right to renew this Lease or to expand the Demised Premises or any right to additional services. Tenant will also pay to Landlord all damages sustained by Landlord as a result of retention of possession by Tenant, including, without limitation, the loss of any proposed subsequent tenant for any portion of the Demised Premises, and Tenant will indemnify Landlord against all claims made by any other tenant or prospective tenant against Landlord resulting from delay by Landlord in delivering possession of the Demised Premises to such other tenant or prospective tenant. The provisions of this Section 31 survive the expiration or earlier termination of this Lease.

32. Surrender of Demised Premises; Removal of Tenant's Property.

On or before the Expiration Date, any earlier date of termination of this Lease or the date that Tenant vacates from the Demised Premises, whichever first occurs, Tenant must surrender the Demised Premises broom clean and otherwise in the same condition as on the Commencement Date (subject to the removal obligations under this Section 32), reasonable wear and tear and casualty damage excepted, and will remove, at its sole cost and expense, all of Tenant's Property and any leasehold improvements, alterations or other physical additions made by Tenant to the Demised Premises which Landlord has directed or otherwise permitted Tenant to remove from the Demised Premises. Tenant will restore and repair (which will include, without limitation, repairing any holes in the walls or tears in the wallpaper and repainting or re-wallpapering such walls and closing-up any slab penetrations in the Demised Premises, all in a good and workmanlike manner) any and all damage done to the Demised Premises or the Building by the removal of Tenant's Property or by the removal of leasehold improvements, alterations or other physical additions made by Tenant to the Demised Premises which Landlord has directed or otherwise permitted Tenant to remove from the Demised Premises. Tenant will notify Landlord of its intention to affect the closing of any such slab penetrations at least thirty (30) days prior to commencing such closings. If Tenant fails to surrender the Demised Premises in the condition required herein or to restore and repair any such damage to the Demised Premises or Building, Landlord may (but will not be obligated to) make such repairs, and Tenant will promptly reimburse Landlord for the cost of restoring and repairing the Demised Premises and Building (including, without limitation, repairing any holes in the walls and tears in the wallpaper and repainting or re-wallpapering such walls and closing any such slab penetrations), plus an administrative cost equal to fifteen percent (15%) of the cost of such restoration and repairs. If Tenant fails to remove any of Tenant's Property by the Expiration Date or any sooner date of termination of this Lease or termination of possession, Landlord will have the right to deem such property abandoned by Tenant and to remove, store, sell, use, discard, or otherwise deal with or dispose of such abandoned property as Landlord sees fit. Tenant will be liable for all costs of such disposition of Tenant's abandoned property, and Landlord will have no liability to Tenant in

any respect regarding such property of Tenant. The provisions of this Section 32 survive the expiration or any earlier termination of this Lease.

33. Security Deposit.

33.1. Letter of Credit.

(a) Upon the execution of this Lease, Tenant will deliver to Landlord an irrevocable letter of credit in the amount of \$2,400,000.00 (the "**Letter of Credit**"), issued by a federally insured national banking association acceptable to Landlord, having a net worth of not less than One Billion Dollars (the "**Issuer**"). Upon the payment of Tenant's Construction Contribution (as defined in the Work Letter), Tenant will have the right to either (i) replace the Letter of Credit with a similar irrevocable letter of credit in the amount of \$799,940.00, (ii) with Landlord's approval, reduce the amount of the Letter of Credit to \$799,940.00, or (iii) deposit with Landlord a cash Security Deposit in the amount of \$799,940.00, following which the original Letter of Credit will be returned to Tenant and the term "**Letter of Credit**" will refer to the reduced or replacement letter of credit unless a cash Security Deposit is deposited with Landlord.

(b) The Letter of Credit (i) must be in the form of Exhibit "E" attached hereto, (ii) must designate Landlord as the sole beneficiary, (iii) must have a term of at least twelve (12) months (subject to Tenant's right to reduce or replace it as set forth above), (iv) will be acceptable only if the Letter of Credit (and any renewal or replacement of the Letter of Credit) permits partial draws, and (v) must provide that it may be drawn upon by presentment, accompanied by (A) a statement signed by an individual purporting to act on behalf of Landlord stating that Landlord is entitled to draw on the Letter of Credit for the amount so drawn pursuant to the provisions of this Lease and (B) if drawn upon for the occurrence described in clause (ii) of Section 33.1(c) below, an invoice for the construction costs due Landlord. Tenant will cause the Letter of Credit to be posted until the expiration of the term of this Lease or the earlier termination of this Lease (subject to Tenant's right to reduce or replace it as set forth above).

(c) Landlord will be permitted to draw on the Letter of Credit upon the occurrence of one of the following:

- (i) Tenant has failed to renew the Letter of Credit at least thirty (30) days prior to its expiration date and such failure continues after notice and a five (5) day cure period;
- (ii) Tenant has completed certain phases of the construction of the Leasehold Improvements and Tenant has failed to pay the amounts due Landlord for such work in accordance with the applicable provisions of the Work Letter; provided, however, since partial draws are permitted under the Letter of Credit, Landlord may draw only the amount owed to Landlord;
- (iii) Tenant has either failed to pay when due all or a part of the Base Rental or the other monies payable by Tenant under this Lease and such failure continues after notice and a five (5) day cure period;

provided, however, since partial draws are permitted under the Letter of Credit, Landlord may draw only the amount owed to Landlord;

- (iv) Tenant has failed to perform any other obligation of Tenant under this Lease and such failure has continued beyond the expiration of the applicable notice and cure period set forth in this Lease; provided, however, since partial draws are permitted under the Letter of Credit, Landlord may draw only the amount necessary to cure the default or reimburse Landlord for the damages suffered by Landlord as a result of such default;
- (v) Tenant has filed, or had filed against it, a bankruptcy petition, and, if filed against Tenant, such petition has not been dismissed within forty-five (45) days of filing; or
- (vi) A receiver has taken possession or control of a substantial portion of Tenant's assets and such receivership has not been dismissed within forty-five (45) days.

(d) If Landlord draws upon the Letter of Credit, the proceeds of the Letter of Credit will be held as a cash Security Deposit in accordance with the provisions of Section 33.2 below.

33.2. Security Deposit. If a cash Security Deposit is deposited with Landlord or Landlord draws upon the Letter of Credit pursuant to Section 33.1, the Security Deposit will be held by Landlord as security for the faithful performance by Tenant. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may, but has no obligation to, use, apply or retain all or any portion of the Security Deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant will within ten (10) days after demand therefor deposit cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount thereof. Landlord will not be required to keep the Security Deposit separate from its general accounts. If Tenant performs all of Tenant's obligations under this Lease, the Security Deposit or so much thereof as has not theretofore been applied by Landlord, will be returned, without payment of interest or other increment for its use, to Tenant (or, at Landlord's option, to the last assignee, if any, of Tenant's interest hereunder) at the expiration of the Term, and after Tenant has vacated the Demised Premises. No trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit.

33.3. Mortgagee Responsibilities. Tenant will not look to Holder as mortgagee, mortgagee in possession or successor in title to the Demised Premises for accountability for the Security Deposit under this Lease as security for Tenant's performance of this Lease unless the Security Deposit has actually been received by Holder.

34. Waiver.

34.1. Waiver of Lease Conditions. The waiver by Landlord of any agreement, condition or provision herein contained will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision herein contained, nor will any custom or practice which may grow up between the parties in the administration of the terms hereof be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of the terms hereof in strict accordance with said terms. The subsequent acceptance of rental hereunder by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition or provision of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental.

34.2. Counterclaims. If Landlord commences any summary or other proceeding for nonpayment of rent or the recovery of possession of the Demised Premises, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding, unless the failure to raise the same would constitute a waiver thereof.

34.3. Jury Trial. To the fullest extent permitted by applicable laws, Landlord and Tenant hereby waive trial by jury in any action or proceeding, or counterclaim brought by Landlord or Tenant against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord to Tenant, the use or occupancy of the Demised Premises by Tenant or any person claiming through or under Tenant, any claim of injury or damage, and any emergency or other statutory remedy; provided, however, the foregoing waiver will not apply to any action for personal injury or property damage.

35. Notices.

Except for legal process, which may also be served as by law provided, all notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other hereunder will be in writing and will be deemed to have been duly given and received (a) the third Business Day after mailing by first-class certified or registered mail, return receipt requested and postage prepaid; or (b) the following Business Day after mailing by a nationally recognized overnight courier service for next Business Day delivery and charges prepaid; or (c) the same Business Day if sent by electronic mail prior to 4:00 ET (the following Business Day if sent after 4:00 ET) and if immediately followed by delivery in accordance with the foregoing (a) or (b), and in all instances addressed as follows: to Tenant at the address set forth in Section 1(l), or to such other place as Tenant may from time to time designate in a notice to Landlord; to Landlord at the address set forth in Section 1(m), or to such other place as Landlord may from time to time designate in a notice to Tenant; or, in the case of Tenant, delivered to Tenant at the Demised Premises. Any notice or communication which cannot be delivered because of failure to provide notice of a change of address as herein provided or for which delivery is refused will be deemed to have been given and received on the date of attempted delivery. Tenant hereby appoints as its agent to receive the service of all dispossession or distraint proceedings and notices thereunder the person in charge of or occupying the Demised Premises at the time, and, if no person is in charge of or occupying the Demised Premises at the time, then such service may be made by attaching the same on the main entrance of the Demised Premises. Either party may change addresses for notices by a notice sent in accordance with the provisions of this Section 35; provided, however, any updated address for notices must contain a street address, city, state and ZIP code which is within the continental United States. Any notice or

communication required or permitted hereunder may be given by authorized counsel for the party giving such notice or communication.

36. Intentionally Omitted.

37. Complete Agreement.

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangement, brochures, agreements and understandings, if any, between Landlord and Tenant or displayed by Landlord to Tenant with respect to the subject matter of this Lease or the Property. There are no representations between Landlord and Tenant other than those contained in this Lease and all reliance with respect to any representations is solely upon such representations.

38. Corporate, Limited Liability Company or Partnership Authority.

If Tenant signs this Lease as a corporation, limited liability company or a partnership, any person(s) executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a fully authorized and existing legal entity, that Tenant is organized under the laws of the state of its formation and has and is qualified to do business in the State of Michigan, that Tenant has full right and authority to enter into this Lease, and that any and all of the person(s) signing this Lease on behalf of Tenant is and are authorized to do so.

39. Inability to Perform.

Except for the payment of Rent, neither Landlord nor Tenant will be held responsible or liable for delays in the performance of its obligations hereunder when caused by, related to, or arising out of (a) acts of God, (b) sinkholes or subsidence, (c) strikes or lockouts, (d) embargoes, (f) government-mandated quarantines, (g) national, regional, or local disasters, calamities, or catastrophes, (h) inability to obtain labor or materials (or reasonable substitutes therefor) at reasonable costs, (i) failure of, or inability to obtain, utilities necessary for performance, (j) governmental restrictions, orders, limitations, regulations, or controls, (k) national emergencies, (l) local, regional or national epidemics or pandemics, (n) enemy or hostile governmental action, (n) terrorism, insurrection, riots, civil disturbance or commotion, (o) cyberattacks, ransomware attacks and similar events, and (p) other causes or events beyond their reasonable control ("**Force Majeure**"). Notwithstanding anything to the contrary contained herein, in no event will Force Majeure excuse Tenant's obligation to vacate and surrender timely the Premises in accordance with the terms and conditions of this Lease. No delay or failure in performance due to Force Majeure will constitute an actual or constructive eviction in whole or in part, or except as expressly set forth in this Lease, entitle Tenant to any abatement or diminution of rental or other charges due hereunder.

40. Covenant of Quiet Enjoyment.

Upon Tenant paying the rental and other charges due hereunder and performing all of Tenant's other obligations under this Lease, Tenant will have Quiet Enjoyment of the Demised Premises from and after the Commencement Date and throughout the Term; subject, however, to the provisions of this Lease and to any mortgages or ground or underlying leases referred to in Section 26. "**Quiet Enjoyment**" exclusively means possession of the Demised Premises pursuant to the terms of this Lease with the assurance that such possession will not be disturbed by superior title.

41. Signage.

Subject to prior written approval from the City of Detroit, Landlord and any required historical agencies, Tenant will have the right to install its trade name on a sign directly on the façade of the Building. Tenant's sign must be designed, manufactured, installed and maintained by Tenant, at Tenant's sole cost and expense. Except as set forth in the previous sentence, any signage desired by Tenant must receive the prior written approval of Landlord, which may be granted or denied in its sole discretion.

42. Incentives.

Landlord and Tenant acknowledge that the Building and/or the Demised Premises may be eligible for certain federal, state and local incentive programs, exemptions, deductions, credits and other benefits, which may include obtaining the approval of a Renaissance Zone designation for the Property and a PA 198 Property Tax Abatement (collectively, the "**Incentives**"). Either party hereto may freely pursue any Incentives that it desires without consulting the other party. Each party hereto must reasonably cooperate with the other party in regard to the application for and maintenance of such Incentives provided that the same do not interfere with or reduce such other party's rights as stated in this Lease or materially increase such other party's obligations as stated in this Lease. Without limiting the generality of the foregoing, (a) Landlord will make a request to the City Clerk for a copy of the resolution of approved Industrial District (IDD), (b) Tenant will be the applicant of the tax abatement certificate, and (c) should an Event of Default occur, Tenant will assist Landlord in transferring any Incentives (including assisting Landlord with the written request to transfer the Industrial Facility Exemption Certificate issued by the Michigan State Tax Commission should an Event of Default occur that prompted the revocation of an abatement), which obligation will survive the termination of this Lease.

43. Special Provisions.

The obligations of Landlord under this Lease are conditioned upon Landlord's receipt of a capital contribution/reimbursement from the State of Michigan Site Readiness Fund in the amount of at least One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00).

44. Miscellaneous.

44.1. Landlord and Tenant. The words "Landlord" and "Tenant" as used herein include the plural as well as the singular. If "Tenant" is comprised of more than one entity and/or individual, then (a) the obligations hereunder imposed upon Tenant are joint and several; (b) any notice required or permitted by this Lease may be given by or to any one of such entities or individuals; and (c) each of such entities and individuals (the "**Appointing Party**") hereby irrevocably grants to each and every of such other entities and individuals (the "**Attorneys in Fact**") a power of attorney to execute on behalf of the Appointing Party any and all amendments and modifications of this Lease and all other documents and instruments contemplated hereby on such terms as any of the Appointed Parties may deem satisfactory, in its sole discretion, such grant of a power of attorney being coupled with an interest and being irrevocable in all events. Any document or instrument executed by any one of the Attorneys in Fact will be fully binding on the Appointing Party as if it were executed by the Appointing Party and Landlord may accept any such executed document or instrument without any obligation to investigate the circumstances surrounding its execution.

44.2. Lease Submission. The submission by Landlord to Tenant of this Lease has no force or effect, does not constitute an offer for the leasing of the Demised Premises, nor confer any rights or impose any obligation upon either party unless and until execution hereof by Landlord and Tenant and the unconditional delivery of a fully executed Lease to Landlord and Tenant or their representatives.

44.3. Successors and Assigns; No Third-Party Rights. The agreements, conditions and provisions herein contained will, subject to the provisions as to assignment, set forth in Section 18, apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. Nothing herein, expressed or implied, is intended to or will be construed to confer upon or give to any person or entity, other than the parties hereto, any right or remedy under or by reason of this Lease.

44.4. Building Name Rights. Tenant will not, without the consent of Landlord, use the name of the Building for any purpose other than as the address of the business to be conducted by Tenant in the Demised Premises. Landlord reserves the right to select the name of the Building and to make such changes of name or address as it deems appropriate from time to time.

44.5. Severability; Independent Covenants. If any provisions of this Lease are determined to be illegal or unenforceable, such determination will not affect any other provisions of this Lease and all such other provisions will remain in full force and effect. The parties intend that the obligations of Tenant hereunder are separate and independent covenants and agreements from the covenants and agreements of Landlord hereunder and will continue unaffected unless such obligations have been modified or terminated pursuant to an express provision of this Lease.

44.6. Governing Law. This Lease is governed by and construed pursuant to the laws of the State of Michigan. The parties consent to the exclusive jurisdiction of the courts (state and federal) located within the City of Detroit and County of Wayne in the State of Michigan in connection with any dispute arising under this Lease. Should any provision of this Lease require judicial interpretation, the court interpreting or considering same will not apply the presumption that the terms hereof be more strictly construed against a party by reason of any rule or conclusion that a document be construed more strictly against the party who itself or through its agent prepared the same, because all parties hereto have participated in the preparation of this Lease and each party had full opportunity to consult legal counsel of its choice before the execution of this Lease.

44.7. Financial Statements. Upon Landlord's written request, Tenant will promptly furnish Landlord, from time to time (but not more frequently than one time in any twelve (12) month period except in connection with a sale or financing of the Property), with a current financial statement and a financial statement of the year prior to the current financial statement year. Such statements must be prepared in accordance with accepted accounting practices consistently applied and, if such is the normal practice of Tenant, must be audited by an independent certified public accountant. If such financial statements are not audited, they must be certified as true and correct by Tenant's chief financial officer.

44.8. Reimbursement for Tenant Consent Requests. Whenever Tenant requests Landlord to take any action or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's actual out-of-pocket costs incurred in

reviewing the proposed action or consent, including without limitation reasonable attorneys', engineers' or architects' fees, within ten (10) Business Days after Landlord's delivery to Tenant of a statement of such costs. Tenant will make such reimbursement without regard to whether Landlord consents to any such proposed action.

44.9. Notices to Mortgagee. Tenant will give any mortgagee by registered mail, a copy of any notice of default served upon Landlord, provided that before sending such notice, Tenant has been notified in writing of the address of the mortgagee. Further, if Landlord fails to cure any default within the time provided in this Lease, the mortgagee will have an additional thirty (30) days within which to cure the default, and if the default cannot be cured within thirty (30) days, then such additional time as may be necessary to cure the default will be granted if within the initial thirty (30) day period, the mortgagee has commenced and is diligently pursuing its remedies necessary to cure the default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event, this Lease will not be terminated while such remedies are being so diligently pursued.

44.10. Confidentiality. The content of this Lease and any related documents are confidential information. Tenant will keep such information strictly confidential and will not disclose such confidential information to any person or entity other than the Broker, Tenant's financial, legal and space planning consultants and any proposed subtenants or assignees. Additionally, Tenant will maintain in strict confidence the economic terms of this Lease and any or all other materials, data and information delivered to or received by any or all of Tenant and Tenant's officers, directors, members, managers, partners, invitees, agents, employees, contractors or representatives, either prior to or during the Term that are related to the economic terms of this Lease. The provisions of this Section 44.10 survive the expiration or sooner termination of the Term.

44.11. Broker. Tenant represents and warrants that it has not dealt with any real estate broker in connection with this Lease other than Bedrock Management Services LLC ("**Landlord's Broker**"), who has represented Landlord in connection with this Lease, and Signature Associates ("**Tenant's Broker**"), who has represented Tenant in connection with this Lease. Tenant will indemnify and hold Landlord harmless from all claims of any brokers claiming to have represented Tenant in connection with this Lease other than Landlord's Broker, whose commission, if any, will be paid by Landlord pursuant to a separate written agreement between Landlord and Landlord's Broker, and Tenant's Broker, whose commission, if any, will be paid by Landlord pursuant to a separate written agreement between Landlord and Tenant's Broker. Landlord will indemnify and hold Tenant harmless from all claims of any brokers claiming to have represented Landlord in connection with this Lease. The provisions of this Section 44.11 survive the expiration or sooner termination of the Term.

44.12. Public Announcements. Any public announcement, advertisement, press release or similar action of Tenant relating to this Lease or Tenant's relocation of its operations to the Building will be subject to Landlord's reasonable prior written approval.

44.13. No Recording of Lease. Neither this Lease, nor any memorandum hereof, will be recorded by Tenant without Landlord's prior written consent to such recording.

44.14. Headings. The captions and headings used throughout this Lease are for convenience of reference only and do not affect the interpretation of this Lease.

44.15. Business Days. The term “**Business Days**” means all days except for Saturdays, Sundays and days on which commercial banks are authorized to close under the Laws of the State of Michigan or are in fact closed in the State of Michigan.

44.16. Time is of Essence. Except as otherwise expressly provided herein, time is of the essence under this Lease and all exhibits.

44.17. Entire Agreement. This Lease, including the exhibits and addenda, if any, embodies the entire agreement between the parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties hereto, other than those specifically set forth herein. To be effective, any amendment or modification of this Lease must be in writing and signed by Landlord and Tenant.

44.18. Survival. All obligations of Tenant hereunder not fully performed as of the expiration or earlier termination of the Term survive the expiration or earlier termination of the Term, including, without limitation, all payment obligations with respect to rental and all obligations concerning the condition of the Demised Premises.

44.19. Waiver of Claims. Notwithstanding anything contained elsewhere in this Lease, Tenant will have no claim, and hereby waives the right to any claim, against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction required of Landlord by this Lease or any Laws. In such event, Tenant’s only remedy for any refusal, withholding or delay which is determined to be unreasonable or in contravention of this Lease or any Laws is an action for specific performance or an injunction to enforce any such requirement.

45. Audio, Video and Photo Release.

From the Date of this Lease through the Expiration Date (as the same may have been extended) or any earlier termination hereof, Tenant hereby authorizes Landlord and Bedrock Management Services LLC, and any other property manager of Landlord, and any of their affiliates (collectively, “**Licensed Parties**”) to, from time to time, publish, display, and use photographs featuring the name of Tenant and the exterior of the Building for the purpose of promoting Tenant, the City of Detroit, and/or one or more of the Licensed Parties and their related business, in whole or in part, through any means (collectively, the “**Works**”). Tenant will receive no compensation for any use of any Works. If Tenant provides photographs for such purpose, Tenant represents and warrants that it has sufficient rights to such photographs to allow the Licensed Parties to use the photographs for the purposes herein described. Landlord will not be permitted to use photographs of the interior of the Building for such purposes without the prior written consent of Tenant, which consent may be granted or withheld by Tenant in its sole and absolute discretion.

46. OFAC and Anti-Money Laundering Compliance Certifications.

Tenant hereby represents, certifies and warrants to Landlord as follows: (a) Tenant is not named and is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by an Executive Order, including without limitation Executive Order 13224, or the United States Treasury Department as a terrorist, “Specially Designated National and Blocked Person,” or other banned or blocked person, entity, nation or transaction pursuant to any Law that is enacted, enforced or administered by the Office of Foreign Assets Control; (b) Tenant is not

engaged in this transaction, directly or indirectly, for or on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation; and (c) none of the proceeds used to pay rent have been or will be derived from a "specified unlawful activity" as defined in, and Tenant is not otherwise in violation of, the Money Laundering Control Act of 1986, as amended, or any other applicable Laws regarding money laundering activities. Furthermore, Tenant will immediately notify Landlord if Tenant was, is, or in the future becomes, a "senior foreign political figure," or the immediate family member or close associate of a "senior foreign political figure," within the meaning of Section 312 of the USA PATRIOT Act of 2001. Notwithstanding anything in this Lease to the contrary, this Lease is a continuing transaction and the foregoing representations, certifications and warranties are ongoing and must be and remain true and in force from the Date of this Lease through the Expiration Date (as the same may have been extended) or any earlier termination hereof and any breach thereof will be an Event of Default (not subject to any notice or cure rights) giving rise to Landlord remedies including but not limited to eviction, and Tenant will defend, indemnify and hold harmless Landlord and Landlord's owners, members, partners, managers, trustees, directors, officers, employees, and any master lessor and mortgagee and their successors and assigns from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures and expenses (including without limitation costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certifications and warranties.

47. Lease Execution.

This Lease may be executed in any number of counterparts and may be transmitted by electronic mail of a .pdf document or signed (and, if required, notarized) by electronic signature technology (e.g., via DocuSign or similar electronic signature technology), each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. Further, (a) to the extent a party signs this Lease using electronic signature technology, by clicking "SIGN" (or similar election), such party is signing this Lease electronically, and (b) the electronic signature(s) appearing on this Lease will be treated, for purposes of validity, enforceability and admissibility, the same as handwritten signatures. Each of Landlord and Tenant intends to be bound by electronically generated signatures and/or by signature(s) on the facsimile or electronically imaged document, is aware that the other party will rely on such signature(s), and hereby waives any defenses to the enforcement of the terms of this Lease based on the form of signature(s).

48. Property Manager.


Landlord has retained Bedrock Management Services LLC (the "**Property Manager**") to act on behalf of, and as the property manager of, Landlord in connection with the administration of this Lease and Landlord's obligations hereunder. In connection with the foregoing, Landlord has authorized the Property Manager to undertake the following on its behalf: execute this Lease and to otherwise exercise any rights or decisions that Landlord may have under this Lease. Such appointment will continue until Landlord notifies the Property Manager otherwise or elects a successor property manager. Notwithstanding the foregoing or anything else to the contrary in this Lease, in no event will the Property Manager have any responsibilities or obligations in its own capacity under this Lease. Accordingly, Tenant covenants not to bring any cause of action against the Property Manager, its affiliates, and/or their respective owners, members, shareholders, partners, officers, directors, employees, or agents.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES APPEAR ON FOLLOWING PAGE]

**[SIGNATURE PAGE TO LEASE BY AND BETWEEN FORT STREET COMPANY 7 LLC AND
LUXWALL, INC.]**

The parties hereto have executed this Lease as of the Date of this Lease set forth in
Section 1(a).

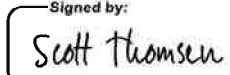
**FORT STREET COMPANY 7 LLC, a
Michigan limited liability company**

DocuSigned by:
By: 
B7B9A8239C31444...
Name: Kofi Bonner

Its: Authorized Representative

“Landlord”

LUXWALL, INC., a Delaware corporation

Signed by:
By: 
E83B3422B2AA4E5...

Name: Scott Thomsen

Its: Chief Executive Officer

“Tenant”



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVE., SUITE 824
DETROIT, MI 48226
PHONE: 313•224•3011
FAX: 313•224•9400

May 5, 2025

Alexa Bush, Director
Planning & Development Department
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 808
Detroit, MI 48226

Re: Industrial Facilities Exemption Certificate Request
Luxwall, Inc
Property Address: 6701 W Fort
Parcel Number: 18000411-2

Dear Ms. Bush:

The Office of the Chief Financial Officer, Office of the Assessor, has reviewed the request for an Industrial Development District at **6701 W Fort** in the Delray area.

The rationale for creating Industrial Facilities Exemptions under PA 198 of 1974, as amended, is based upon the anticipation that granting the exemption is a benefit to the city and that expansion, retention, or location of an eligible business will not occur without this exemption. PA 198 of 1974, as amended, also provides a tax incentive to manufacturers in order to enable renovation and expansion of aging facilities, building of new facilities, and to promote establishment of high-tech facilities.

The project, as proposed by **Luxwall, Inc** would allow for the building new construction and leasehold improvements to convert the building to produce high volume glass fabrication production line, and high-volume production line, offices for employees, employee training facilities, warehousing for product storage, and inbound and outbound logistics. Luxwall Inc plans to lease the parcel from Fort Street Company 7 LLC. The estimated cost of the project is \$7 Million and is expected to add 277 new jobs.

A review of the request indicated that the proposed project located in the area as described above is eligible as outlined under PA 198 of 1974, as amended.

Sincerely,

Charles Ericson, MMAO
Assessor, Board of Assessors



Luxwall Inc
IFT Application
Page 2

Parcel ID: 18000411-2

Property Address: 6701 W Fort

Owner: Fort Street Company 7, LLC

Legal Description: S FORT ST --- PT OF LOTS 52-55, LYING N & ADJ OF WABASH RAILROAD, PLAT OF THE SUB OF CRAWFORD'S TRACT L.2 P.6 WCR; PT OF LOT 42 & LOTS 43 - 56, INCL VAC ALLEY ADJ, BEARD'S & KIELER'S SUB L.18 P.42 WCR; DESC AS: COMM FROM THE SW COR OF LOT 31, BEARD'S & KIELER'S SUB L.18 P.42 WCR, TH N 28D 32M 10S W 349.87 FT TO POB; TH N 28D 32M 10S W 486.53 FT; TH N 60D E 822.58 FT; TH S 28D 29M 53S E 487.28 FT; TH S 60D 03M 06S W 224.72 FT; TH S 29D 56M 54S E 24.25 FT; TH S 60D 03M 06S W 102.6 FT; TH N 29D 56M 54S W 24.25 FT; TH S 60D 03M 06S W 494.92 FT TO POB --- 9.25 ACRES

SPLIT/COMBINED ON 02/23/2018 FROM 18000411-4





**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Phone 313•224•1339
www.detroitmi.gov

TO: Justus Cook, Housing and Revitalization
FROM: Gregory Moots, Planning and Development
RE: Master Plan Interpretation for **Industrial Facilities Exemption (PA 198)** Certificate
(Petition 2753) at 6701 W Fort St.
DATE: May 1, 2025

In order to ensure that the issuance of a **certificate** for an Industrial Development District is in conformance with the City's Master Plan of Policies pursuant to State of Michigan, Public Act 198 of 1974, Section 207.554(2), the Planning and Development Department's Planning Division submits the following interpretation. The Petitioner is LuxWall.

Project Location & Proposal: 6701 W Fort St

Project seeks to rehabilitate the former Sakthi Industrial Campus, 276,000 sq ft in size, into a single, high volume glass fabrication production line, high volume vacuum assembly production lines, offices for employees, employee training facilities, warehousing for product storage, and inbound and outbound logistics.

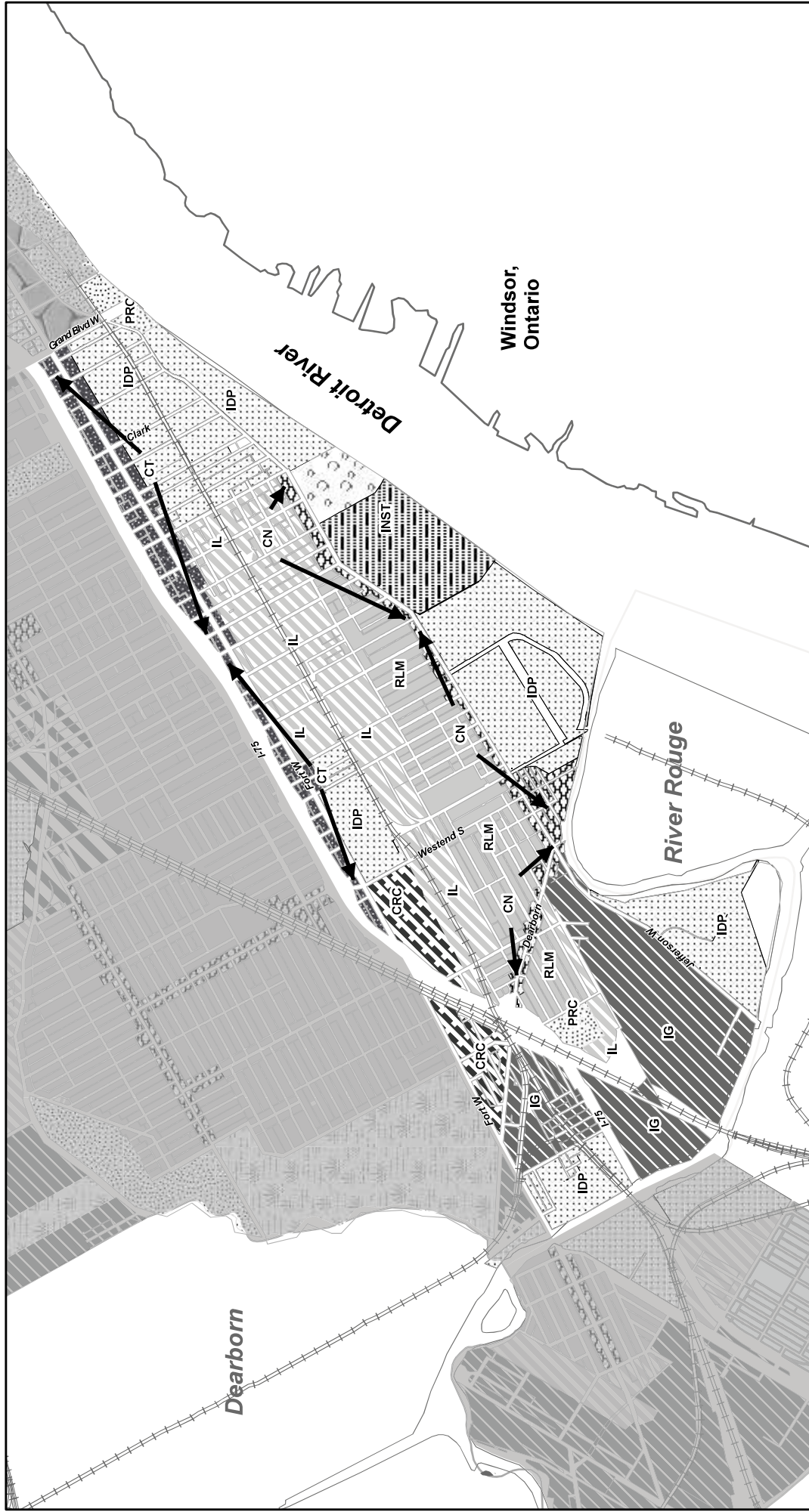
Master Plan Interpretation

The Master Plan Future General Land Use designation is Light Industrial. Light Industrial areas should generally consist of industrial uses of low intensity that have minimum undesirable effects on adjacent residential or commercial land uses. Small-scale industrial uses may include machine shops, small scale assembly or packaging, warehousing or technology parks.

The proposed development conforms to the Future General Land Use Designation of the area.

Attachments

Future General Land Use Map(s): Neighborhood Cluster 5; West Riverfront, Map 5-7



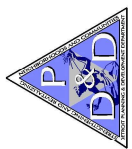
Map 5-7B

City of Detroit

Master Plan of Policies

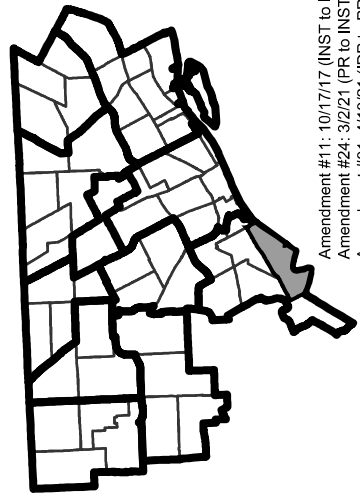
Neighborhood Cluster 5

West Riverfront



Future Land Use

<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <ul style="list-style-type: none"> Low Density Residential (RL) Low / Medium Density Residential (RLM) Medium Density Residential (RM) High Density Residential (RH) Major Commercial (CM) Retail Center (CRC) Neighborhood Commercial (CN) Thoroughfare Commercial (CT) Special Commercial (CS) General Industrial (IG) Light Industrial (IL) </div> <div style="width: 50%;"> <ul style="list-style-type: none"> Distribution / Port Industrial (IDP) Mixed - Residential / Commercial (MRC) Mixed - Residential / Industrial (MRI) Mixed - Town Center (MTC) Recreation (PRC) Regional Park (PR) Private Marina (PRM) Airport (AP) Cemetery (CEM) Institutional (INST) </div> </div>
--



Amendment #11: 10/17/17 (INST to IL)
 Amendment #24: 3/2/21 (PR to INST)
 Amendment #31: 4/13/21 (IDP to PRC)

INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT

THIS INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE AGREEMENT (this “Agreement”) is made this 5 day of May, 2025 by and between the City of Detroit, a Michigan municipal corporation (the “City”), acting by and through its Planning and Development Department, with an office at 2 Woodward Avenue, Suite 808, Detroit, Michigan 48226 and LuxWall, Inc., a Corporation (“Applicant”) with an office at 1130 James L Hart Parkway, Ypsilanti, MI 48197.

WITNESSETH:

WHEREAS, Public Act 198 of 1974 as amended, also known as the Plant Rehabilitation and Industrial Development Districts Act (the “Act”), (1) provides for the establishment of industrial development districts and plant rehabilitation districts by local governmental units, (2) provides for the abatement or exemption from certain taxes for facility owners or lessees in a qualified district, and (3) allows local governmental units to levy and collect a specific tax from the owners or lessees of certain qualified facilities, among other provisions; and

WHEREAS, the Applicant has submitted an application (the "Application") for an Industrial Facilities Exemption Certificate (“IFEC”) for the facility and/or equipment located at 6701 West Fort Street, Detroit, MI 48209 (the “Property”). A copy of the Application is attached hereto as **Exhibit A** and made a part hereof; and

WHEREAS, the City has previously approved either an industrial development district or plant rehabilitation district pursuant to the Act and the Property is located in such district; and

WHEREAS, the Applicant has committed to complete a restoration, replacement or construction program that creates a New Facility or Replacement Facility on the Property within the meaning of the Act, and to hire or retain a certain amount of full-time employees at the Property during the Term (as defined below); and

WHEREAS, the City has approved the Application by adopting a resolution granting the IFEC to the Applicant, contingent upon the covenants and representations contained herein and pending approval by the Michigan State Tax Commission. A copy of the City resolution granting the IFEC is attached hereto as **Exhibit B** and made a part hereof; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. General.

a. Unless earlier revoked as provided for in Section 15 of the Act, being MCL 207.565, or as provided for in this Agreement, the term of the IFEC and the term of this Agreement (collectively, the “Term”) will be for a period of twelve (12) years, beginning on the certificate beginning date stated in the IFEC issued by the Michigan State Tax Commission.

b. The Applicant will complete a Restoration, Replacement or construction of a New Facility or Replacement Facility on the Property (the “Project”), as defined in the Act and as set forth in the Application, no later than July 30, 2027 (the “Factory Completion Date”).

c. The Applicant shall create, or cause to be created, at least two hundred seventy-seven (277) (the “Employee Commitment Number”) full-time employees at the Property (the “Project Completion Date”).

d. The Applicant will recruit and hire City of Detroit residents in accordance with specified targets as set forth in the City of Detroit Resident Employment Plan (“Employment Plan”) submitted by the Applicant to the City as part of the Application and approved by the City of Detroit Civil Rights, Inclusion and Opportunity Department (“CRIO”). Throughout the Term, the Employment Plan may not be modified without CRIO’s prior written approval, which approval may be granted or withheld in CRIO’s sole discretion. CRIO will monitor the Applicant’s compliance with the Employment Plan on an annual basis throughout the Term. Upon notice from CRIO of a discrepancy between the Applicant’s commitment in the Employment Plan and the actual number of City of Detroit residents employed at the Property, Applicant shall submit a correction plan setting forth the Applicant’s plan to bring the number of City of Detroit residents employed at the Property back up to the specified targets as set forth in the Employment Plan. Applicant’s correction plan must be approved by CRIO. Applicant shall be required to fulfill the terms of such correction plan in the timeline set forth in the correction plan.

e. For purposes of this Agreement, a “full-time employee” is defined as a person: (i) who is employed by the Applicant or its affiliates on a salary, wage, commission, or other basis, for a minimum period of forty (40) hours a week and (ii) from whose compensation the Applicant or its affiliates, including a staffing agency, are required by law to withhold City of Detroit income taxes. Affiliates may include Applicant’s tenant(s) that lease space at the Property.

2. Applicant Representations and Warranties.

In compliance with the Act and in order to induce the City to grant the IFEC to the Applicant, the Applicant represents and warrants that:

a. The Applicant was the owner of the Property or was leasing the Property and had a signed lease with the Property owner, at the time of Applicant’s submission of the Application and the Applicant is the owner of the Property or is leasing the Property and has a signed lease with the Property owner, as of the date of this Agreement.

b. At the time the Applicant submitted the Application the Property was, and as of the date of this Agreement the Property is, an “Industrial Property” as defined by the Act.

c. During the Term, no portion of the Property will be used, owned or operated by a casino or affiliated company, as defined in the Act.

- d. Applicant would not have considered undertaking the Project without the IFEC.
- e. The Project did not start earlier than six (6) months before the Applicant filed the Application.
- f. There are no delinquent taxes owed on the Property.
- g. The Applicant will pay any applicable taxes on the Property as they become due.
- h. The Project and the Applicant's current and planned future operation of the Property are in compliance with the City of Detroit Zoning Ordinance and Master Plan.

3. Community Benefits Requirements.

Pursuant to City of Detroit Ordinance 35-16, also known as the Community Benefits Ordinance (the "Ordinance"), if the Property involves a Tier 2 Development Project (as defined by the Ordinance), then the Applicant will:

- a. Partner with the City and, when appropriate, a workforce development agency to promote the hiring, training and employability of Detroit residents, consistent with State and Federal Law.
- b. Partner with the Director of the Planning & Development Department to address and mitigate negative impacts that the Tier 2 Development Project may have on the community and local residents. The Applicant will adhere to the mitigation requirements, if any, stated in the attached Addendum 1 – Requirements, which is incorporated herein by reference.

4. Reporting to the City by the Applicant.

Applicant agrees to provide the City with sufficient information, subject to review and audit by the City, in order to determine compliance with this Agreement. At a minimum, the Applicant shall comply with the following covenants during the Term:

- a. Upon request, the Applicant shall provide the Planning & Development Department copies of all construction plans, building permits and certificates of occupancy related to the Rehabilitation of the Property.
- b. Applicant shall permit the City to perform periodic site visits to the Property by the City to establish whether the Applicant is completing the Rehabilitation to the Property as required by the Act and this Agreement.
- c. Annually, within two (2) weeks after each anniversary of the commencement of the Term, Applicant shall submit to the Planning & Development Department a certified status report ("Status Report") signed by an authorized officer of the Applicant. The Status Report shall set forth for the previous year: (i) the Restoration, Replacement or construction work completed towards a New Facility or Replacement Facility at the Property, (ii) the Applicant's

financial investment in the Property for that year, and (iii) the number of full-time employees at the Property for that year.

d. c. Annually, within two (2) weeks after each anniversary of the Project Completion Date, the Applicant shall submit to CRIO the Annual Employment Report for Tax Abatements (the “Status Report”), including copies of proofs of residency that have been accepted by CRIO.

5. Revocation of IFEC and Termination of this Agreement.

This Agreement shall automatically terminate if the IFEC terminates pursuant to Section 13 of the Act, being MCL 207.563.

Furthermore, the City may, in its sole discretion and by resolution of Detroit City Council, or at the request that the Michigan State Tax Commission, revoke the IFEC on any of the grounds provided for in Section 15 (2) of the Act, being MCL 207.565, including, but not limited to, a finding by the City that the completion of the Project has not occurred within two (2) years of the effective date of the IFEC, unless further time is authorized by the Commission for good cause per Section 7a of the Act.

6. Payment of Exempted Taxes for Shortfall of Employment.

If, after the first anniversary of the Project Completion Date, the average number of full-time employees at the Property for any given year is less than the Employee Commitment Number, the Applicant will pay to the City, in addition to the Industrial Facilities Tax due under the IFEC, an amount equal to the difference between the amount of ad valorem tax that would be due on the Property without the IFEC, and the amount of Industrial Facilities Tax due on the Property with the IFEC, for that given year, multiplied by a fraction, the numerator of which is the shortfall in the number of full-time employees indicated in the Status Report, and the denominator of which is the Employee Commitment Number. Prior to taking any action to require the Applicant to pay an amount to the City pursuant to this Section, the City will afford the Applicant an opportunity to present reasons for the employment shortfall at a public hearing.

In the event that the Applicant fails to report in the Status Report the number of full-time employees at the Property for a given year, the number of full-time employees at the Property for purposes of this Section shall be deemed to be zero (0).

7. Notice to City of Discontinuance of Operations.

If during the Term the Applicant intends to discontinue operations at the Property, the Applicant will provide thirty (30) days’ prior written notice of such shutdown of operations to the Director of the Planning & Development Department.

8. Reservation of Remedies.

The City and the Applicant agree that each of the rights and remedies provided by this Agreement may be exercised separately or cumulatively and shall not be exclusive of any other

rights and remedies provided by law. Invalidation of any of the provisions contained in this Agreement by operation of law, judgment, court order or otherwise shall not invalidate any of the other provisions of this Agreement.

9. Transfer.

Neither the IFEC nor this Agreement may be transferred or assigned by the Applicant to a new owner or lessee of the Property unless the City, in its sole discretion, approves such transfer or assignment upon application by the new owner or lessee. For purposes of this section, a transfer of the Property shall include any sale of the Property or any lease that transfers tax liability at the Property.

10. Headings.

The headings contained in this Agreement are for descriptive purposes only, and do not alter or govern the substantive content of the provisions of the Agreement.

11. Capitalized Terms

Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Act.

12. Governing Law; Venue.

This Agreement and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. Applicant agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Agreement. Applicant also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

13. Amendment.

This Agreement may not be amended or modified except by a written instrument executed by each of the parties hereto.

[Remainder of Page Intentionally Left Blank]

**[SIGNATURE PAGE TO INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
AGREEMENT]**

IN WITNESS WHEREOF, the City and the Applicant, by and through their authorized officers and representatives, have executed this Agreement as follows:

APPLICANT:

LuxWall, Inc.

By: *Dominic Casinelli*

Print: Dominic Casinelli

Its: 5/5/2025

CITY OF DETROIT

PLANNING & DEVELOPMENT DEPT.

By: _____

Print: _____

Its: _____

THIS AGREEMENT WAS APPROVED BY
THE CITY COUNCIL ON:

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 7.5-206 OF THE
CHARTER OF THE CITY OF DETROIT

Date

Corporation Counsel

Date

**THIS AGREEMENT IS NOT EFFECTIVE OR VALID UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL, SIGNED BY ALL PARTIES HERETO, AND
AN INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE IS APPROVED BY THE
MICHIGAN STATE TAX COMMISSION**

ADDENDUM 1
Requirements

EXHIBIT A

Application for Industrial Facilities Exemption Certificate

EXHIBIT B
Detroit City Council Resolution
Granting the Industrial Facilities Exemption Certificate