

## LEASE

THIS LEASE made the 15 day of March, 2018, between COMMERCE ONE, a Michigan co-partnership, composed of Bay Area Chamber of Commerce, a Michigan corporation, partner, and Bay County REALTOR® Association, a Michigan corporation, partner, and whose principal address is 901 Saginaw Street, Bay City, Michigan 48708, hereinafter called "LANDLORD", and Bay City Downtown Management Board, hereinafter called "TENANT".

### WITNESSETH:

LANDLORD hereby leases to TENANT and TENANT hereby hires from LANDLORD, the space in a building at 901-903 Saginaw Street, Bay City, Michigan, which is more specifically described in Exhibit "A" attached hereto and made a part hereof (hereinafter called "THE PREMISES"). The leasing of THE PREMISES by the parties hereto shall be upon the following terms and conditions:

1. Primary term: The primary term of this lease shall commence on the 1<sup>st</sup> of January, 2018 and shall end at 5:00 p.m. on the 31st of December, 2020, being a three (3) year period. This lease shall terminate at an earlier date as hereinafter provided and the primary term shall be extended as hereinafter provided. If any termination date falls on a Sunday or a holiday, then this lease shall terminate at 5:00 p.m. on the next business day following the Sunday or holiday.
2. Extended term: Subsequent to the end of the primary term, the term of this lease shall continue automatically until such time as either party shall notify the other party in writing that the lease is to be terminated. Any termination of the lease made pursuant to this paragraph shall be effective sixty (60) days from the date of such notice if personally served or sixty-three (63) days from the date of mailing such notice is served by mail. Anything to the contrary notwithstanding herein, the primary term and extended term of this lease shall not in any event exceed ten (10) years from the date hereof.
3. Rent: TENANT shall pay in advance to the LANDLORD at a place designated by the LANDLORD, an amount equal to \$11.55 per year per square foot of rental space (includes space occupied by TENANT together with TENANT'S designated share of the space in the common areas of the building) without prior demand or notice. Rent shall be payable in equal monthly installments, in advance, on the 1st day of each and every month of the term hereof beginning on the 1st day of January, 2018. The parties will agree in advance to the total square footage (rental space and common space) to be leased by the TENANT. If new TENANTS are secured or existing TENANTS leave Commerce One, common space will, for all TENANTS, be proportionally adjusted. **(See Attachment "A" for payment details)**
4. Use and Occupancy: TENANT shall use and occupy the leased premises as office space to conduct its business and for no other purpose. LANDLORD represents that the leased premises may be lawfully used for such purpose. LANDLORD represents that TENANT shall have the reasonable use of the common areas of LANDLORD'S building for ingress and egress to TENANT'S premises. Use of the common area of LANDLORD'S building shall be non-exclusive and subject at all times to the rules and regulations of the LANDLORD. TENANT represents that TENANT is aware and so acknowledges that it is leasing only a portion of the building and that there are other tenants who will be leasing other portions of the building. TENANT acknowledges that the premises are in good repair and agreed to occupy same in its present condition.

5. Additions, alterations or remodeling: TENANT shall have the right to remodel and make any additions, alterations, or extension to the LANDLORD'S improvements in the premises upon prior written consent of the LANDLORD as hereinafter provided, but without the payment of additional rent. TENANT shall also have the right to erect, install, maintain and operate in TENANT'S rental space, fixtures and other personal property as TENANT may deem advisable; provided, however, that such fixtures and other personal property are installed, maintained and operated at the sole expense of TENANT. TENANT shall comply with all applicable laws with respect thereto, and TENANT will indemnify and save and hold LANDLORD harmless from any and all mechanic's liens that may be filed against the leased premises by reason of the installation, maintenance, and operation of the TENANT'S fixtures and other personal property or improvements thereto. TENANT shall have the right to contest the validity of any such lien or claim filed or asserted against the leased premises, provided TENANT shall first give LANDLORD assurance to LANDLORD'S satisfaction that upon final determination of the validity of such lien or claim, TENANT will forthwith pay any final judgment rendered against TENANT and will have such lien released without any cost to LANDLORD. TENANT shall have the right at any time during the term of this lease or any renewal or extension of the lease, and for a period of sixty (60) days after termination of said lease or any renewal or extension of the lease, to remove any such fixtures, and other personal property. TENANT shall not be obliged to remove such property. TENANT shall make repairs to the leased premises for any physical injury caused by such removal, but without any liability for diminution and value of the leased premises caused by the absence of such fixtures and other personal property so removed and without any necessity for replacing same. If TENANT shall fail to remove any fixtures or other personal property belonging to TENANT, within the period of sixty (60) days after termination of this lease or any extension of the lease, then TENANT shall be deemed to have waived all of TENANT'S rights to such fixtures and other personal property not so removed and same shall be the property of the LANDLORD.
6. Compliance with laws and ordinances: TENANT will comply with all federal, state, county, and city laws and ordinances and the rules and regulations of any duly constituted authority affecting the leased premises or the business at any time transacted by the TENANT on the leased premises.
7. Care of premises: TENANT shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances in the leased premises or any part thereof. LANDLORD reserves the right to prescribe reasonable rules and regulations and may from time to time present a copy thereof to TENANT for TENANT'S compliance. TENANT shall not, without LANDLORD'S prior written consent:
  - (a) make any alterations, additions, or improvements in, to or about THE PREMISES;
  - (b) do or suffer anything to be done in THE PREMISES which will increase the rate of fire insurance on the building;
  - (c) permit the accumulation of waste or refuse matter;The LANDLORD'S written consent shall not be unreasonably withheld as to the above items.
8. Telephone service: The TENANT shall be solely responsible for leasing or buying telephone apparatus and any lead-in telephone connections.

9. Duty to obtain insurance coverage:

(a) TENANT shall have the duty to obtain and pay for TENANT'S own insurance coverage with references to TENANT'S own fixtures and personal property installed and maintained within TENANT'S rental space. TENANT also shall obtain and pay for a comprehensive general liability policy from a reputable insurance company satisfactory to LANDLORD. Such coverage shall include coverage for personal injury, bodily injury and property damage in an amount not to be less than One Million Dollars (\$1,000,000.00). TENANT indemnifies and saves harmless LANDLORD from any and all claims arising from the TENANT'S negligence or intentional wrongdoings. TENANT agrees with LANDLORD to name the LANDLORD in all of its policies of insurance as an additional insured and add an endorsement on such policies giving the LANDLORD thirty (30) days notice of non-renewal or material change and terms or termination. Nothing in this paragraph shall prevent TENANT from acquiring additional or supplemental insurance coverage so long as the cost thereof is paid by the TENANT.

(b) The LANDLORD shall have the duty to obtain, in its sole discretion, insurance coverage which it deems necessary, including but not limited to a comprehensive general liability policy covering personal injury, bodily injury and property damage, fire and extended coverage, and any other insurance coverage deemed necessary, including but not limited to coverage for loss of rental income if THE PREMISES become untenable by reason of partial or total destruction of THE PREMISES. TENANT has agreed to pay TENANT'S prorated portion of such insurance coverage obtained by the LANDLORD as additional rent in paragraph 4 of this Lease.

10. Waiver of subrogation: LANDLORD and TENANT each hereby waive all claims, causes of action, and rights for recovery against the other and their respective agents, officers and employees for, any damage to or destruction of persons, property, or business, including, but not limited to, LANDLORD'S building, including the leased premises and shall result from any of the perils insured under any and all policies of insurance maintained by either LANDLORD or TENANT. Such claims shall include, but not by way of limitation, the negligence and intentional wrongdoing of either party and their respective agents, officers, and employees, but only to the extent of recovery, if any, under such policy or policies of insurance; and provided, however, that this waiver shall be null and void to the extent that any such insurance coverage is invalidated by reason of the existence of this waiver of subrogation clause.

11. Damage by fire and casualty: If LANDLORD'S improvements on the leased premises shall be damaged or destroyed by fire or other casualty, LANDLORD, within ninety (90) days from the date of such damage or destruction, shall make necessary alterations and repairs to LANDLORD'S improvements on the leased premises for the purpose of restoring same to an economic, architectural unit, susceptible to the same use as that which was in effect immediately prior to such fire or other casualty loss; provided, however, that all rent herein required to be paid by TENANT shall abate during such period of untenability. If LANDLORD'S improvements cannot be restored and repaired within such ninety (90) day period because of delay caused by strikes, acts of God, or delays occasioned by causes beyond the control of LANDLORD which prohibits, limits, or delays such construction, then the time for completion of such construction shall be extended accordingly; provided, however, that in any event, if the restoration and repairs of LANDLORD'S improvements have not been completed within a period of one hundred fifty (150) days from the date of such damage or destruction, TENANT, at TENANT'S option, may terminate this lease without any liability. TENANT must give

LANDLORD written notice to TENANT'S exercise of this option. LANDLORD shall have no duty to restore fixtures and improvements owned by the TENANT. If the damage results from the fault of TENANT, or TENANT'S agents, servants, visitors, or licensee, TENANT shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that LANDLORD received the proceeds of rent insurance in lieu of such rent TENANT'S sole remedy under the terms of this paragraph shall be possible abatement of rent and an option to terminate this lease, TENANT agrees that TENANT shall have no claim for consequential damages against the LANDLORD by reason of such damage by fire and casualty and including the situation where such damage might result from the fault of the LANDLORD or LANDLORD'S agents, servants, visitors, or licensee.

12. Landlord's right of re-entry: If TENANT defaults in the payment of rent or additional rent or defaults in the performance of any of the covenants or conditions in this lease, LANDLORD may give to TENANT notice of such default or defaults and if TENANT does not cure any rent or additional rent default within ten (10) days or does not commence in good faith to cure a default in the performance of any of the covenants or conditions of this lease within fifteen (15) days after the giving of such written notice, then the LANDLORD may terminate this lease. Upon such termination of the lease, the TENANT shall then quit and surrender THE PREMISES to LANDLORD, and TENANT shall remain liable as hereinafter provided, If this lease shall have to be so terminated by LANDLORD, LANDLORD may at any time thereafter resume possession of the leased premises or any part thereof occupied and used by TENANT by any lawful means and remove TENANT or other occupants and their effects.
  
13. Landlord's Additional Remedies: Where LANDLORD has recovered possession of THE PREMISES by reason of TENANT'S default, LANDLORD may, at LANDLORD'S option, occupy THE PREMISES or cause THE PREMISES to be redecorated, altered, divided, consolidated with other adjoining premises or otherwise changed or prepared for reletting, and may relet THE PREMISES or any part thereof as agent of TENANT or otherwise for a term or terms to expire prior-to, at the same time as, or subsequent to the original expiration date of this lease, all at LANDLORD'S option, LANDLORD shall receive rent for such reletting, applying the same:
  - (a) to the payment of such expenses as LANDLORD may have incurred in connection with the recovery of THE PREMISES;
  - (b) to the redecorating, altering, dividing, or consolidating with other adjoining rental spaces or otherwise changing or preparing for reletting;
  - (c) to the reletting, including brokerage and reasonable attorney fees;
  - (d) to the payment of damages in the amount equal to the rent hereunder; and
  - (e) to the cost and expense of performance of the other covenants of TENANT as herein provided

TENANT agrees, whether or not LANDLORD has relet, to pay to LANDLORD damages equal to the rent and other sums herein agreed to be paid by TENANT, less the net proceeds of the reletting, if any, as ascertained from time to time, and same shall be payable by TENANT on the installment dates as set forth in the reletting lease. In reletting the premises as aforesaid, LANDLORD may grant rent concessions and TENANT shall not be credited therewith. No such reletting shall constitute a waiver of payments hereunder. If LANDLORD elects pursuant to this lease to actually occupy and use THE PREMISES or any part thereof during any part of the balance of the term as originally affixed or since extended there shall be allowed against

TENANT'S obligation for rent or damages as herein defines, during the period of LANDLORD'S occupancy the reasonable value of such occupancy not be exceed in any event the rent herein specified, and such occupancy shall not be construed as a release of TENANT'S liability hereunder. TENANT waives all right of redemption to which TENANT or any person claiming under TENANT might be entitled by any law now or hereafter enforced. In any case, LANDLORD'S remedies hereunder are in additional and independent of any remedy which shall be allowed by the laws of the State of Michigan.

14. Sub-letting:

- (a) Tenant shall not assign, mortgage, pledge or encumber this lease in whole or in part or sublet the leased premises or any part thereof without the prior written consent of the LANDLORD. Such consent shall not be unreasonably withheld. Anything to the contrary notwithstanding, TENANT shall not be required to obtain the prior written consent of the LANDLORD if such assignment or subletting is to a parent or subsidiary of a corporate tenant or to consolidation or merger of such tenant or if the tenant is an individual or partnership and changes that business form to a corporate form and provided under such circumstances that the original tenant maintains a majority interest in the new form of business.
- (b) With the consent of the LANDLORD as required above, if the leased premises or any part thereof are sublet or occupied by anybody other than TENANT or this lease is assigned by TENANT, then LANDLORD may collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved; but no such collection shall be deemed a waiver of the covenant as specified herein against assignment and subletting, or the acceptance of such assignee or subtenant or occupant as TENANT or a release of TENANT from further performance of the covenants in this lease.

15. Bankruptcy and insolvency: If TENANT'S leasehold estate created by this lease shall be taken in execution or by other process of law or if any receiver or trustees shall be appointed for the business and property of TENANT, but only if such execution or other process, receivership or trusteeship shall not be discharged or ordered removed within a period of thirty (30) days after the date TENANT shall have received actual notice thereof; or if TENANT shall be adjudicated a bankrupt or debtor under the bankruptcy laws, or if TENANT shall make a general assignment of its leasehold estate created by this lease for the benefit of TENANT'S creditors, then in any of such events, the TENANT and LANDLORD agree that such events shall constitute a default in the terms of this lease and LANDLORD shall have the right to terminate this lease by giving written notice of such intent to terminate to the TENANT.

16. Holding over: If the TENANT shall continue to occupy the leased premises after the last day of the term of this lease, or after the last day of any renewal or extension of the term of this lease and LANDLORD shall elect to accept rent thereafter, TENANT and LANDLORD agree that under such circumstances only a month to month tenancy shall be created and such tenancy can be terminated upon thirty (30) days notice.

17. Condemnation: If the leased premises shall be taken for public use by the city, state, federal government, public authority or other corporation having the power of eminent domain, then this lease shall terminate as of the date on which possession of the leased premises shall be taken for such public use, or, at the option of TENANT, as of the date on which THE PREMISES shall

become unsuitable for TENANT'S regular business by reason of such taking; provided, however, that if only a part of the leased premises shall be so taken, such termination shall be at the option of the TENANT only. If such a taking of only part of the leased premises occurs and the TENANT elects not to terminate the lease, there shall be a proportionate reduction of the rent to be paid under this lease from and after the date such a possession is taken for public use. TENANT shall have the right to participate, directly or indirectly, and any award for such public taking to the extent that it may have suffered compensable damage as a TENANT on account of such public taking.

18. Tenant's maintenance and repair of premises: TENANT shall maintain and keep the interior of the premises in good repair, free of refuse and rubbish and shall return the same at the expiration or termination of this lease in as good condition as received by TENANT, ordinary wear and tear, damage or destruction by fire, flood, storm, or other unavoidable cause excepted; provided, however, that if alteration, additions, or installations shall have been made by TENANT as provided for in this lease, TENANT shall not be required to restore THE PREMISES to the condition in which they were prior to such alterations, additions, or installations.
19. Landlord's maintenance and repair of landlord's building: LANDLORD shall maintain and make all necessary repairs to the foundations, load-bearing walls, roofs, gutters, down spouts, heating system, air conditioning, elevators, water mains, gas and sewer lines, sidewalks, private roadways, parking areas, if any, on or pertinent to the leased premises.
20. Encumbrances to common areas: TENANT shall neither encumber nor obstruct the common area of the building on the leased premises, nor shall TENANT obstruct the sidewalk in front of or any entrance to the building on the leased premises.
21. Signs: TENANT shall have the right to erect, affix, or display such sign or sign advertising TENANT'S business, subject however, to all applicable city ordinances and regulations with respect thereto and subject to the prior written consent of the LANDLORD with reference to the size, type and location of such signs; it being understood that LANDLORD must regulate and control the use of signs by not only the TENANT herein, but other tenants sharing rental space in the building.
22. Landlord's right to enter premises: TENANT shall permit LANDLORD and LANDLORD'S agents to enter THE PREMISES at all reasonable times to view the state and condition of THE PREMISES or to make such alterations or repairs in TENANT'S rental space or any of the common areas as may be necessary for the safety and preservation of the building and its occupants. TENANT shall also permit LANDLORD or LANDLORD'S agents, upon ten (10) days prior written notice, to show THE PREMISES to prospective tenants or buyers and to place notices at the entrance to THE PREMISES and in the common areas of the building offering THE PREMISES for lease or for sale.
23. Interruption of services: Interruption or curtailment of any services maintained in the building if caused by strikes, mechanical difficulties, or any causes beyond LANDLORD'S control, whether similar or dissimilar to those enumerated, shall not entitle TENANT to any claim against LANDLORD or to any abatement in rent, nor shall the same constitute constructive or partial eviction, unless LANDLORD fails to take such measures as may be reasonable under the circumstances to restore the service without undue delay. If the leased premises are rendered untenable in whole or in part for a period of over five (5) business days, by the making of

repairs, replacements, or additions, other than those made with the TENANT'S consent, or caused by misuse or neglect of TENANT or TENANT'S agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent during the period of such untenability.

24. Constructive eviction: TENANT acknowledges that LANDLORD may be making certain improvements to portions of the building which are not occupied by TENANT. TENANT shall not be entitled to claim a constructive eviction from THE PREMISES by reason of any construction noise or inconvenience caused by contractors in carrying out such improvements to the building. In any event, TENANT shall not be entitled to claim a constructive eviction from THE PREMISES unless TENANT shall have first notified LANDLORD in writing of the condition or conditions giving rise thereto. LANDLORD shall have a reasonable time after receipt of such notice, to remedy such condition.
25. Covenant of quiet enjoyment: LANDLORD covenants that if and so long as TENANT pays the rent and additional rent and performs the covenants of this lease, then TENANT shall peaceably and quietly have, hold and enjoy THE PREMISES for the term herein specified, but subject at all times to the provisions and covenants of this lease.
26. Security deposit on demand: At the option of the LANDLORD, LANDLORD shall, during the term of this lease, have a right to request a security deposit for the faithful performance of TENANT'S obligations under this lease. The security deposit, if requested, shall equal one month's installment of basic rent and additional rent as estimated. The security deposit may be kept in a non-interest bearing account and may be used to cure any default of the TENANT in payments or in carrying out the covenants of this lease.
27. Miscellaneous provisions:
  - (a) The failure of either LANDLORD or TENANT to insist on strict performance of any covenant or condition hereof, or to exercise 'my option provided herein, shall not be construed as a waiver of such covenant, condition, or option in connection with any other instance. This lease cannot be changed, modified, or terminated orally.
  - (b) Neither LANDLORD nor TENANT has made any representations or promises, express or implied, except as contained in this lease.
  - (c) Any notice by either party to the other shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered or certified mail in a post-paid envelope addressed:
    - (i) If to the TENANT, at the office of TENANT on the lease premises;
    - (ii) If to the LANDLORD, at LANDLORD'S address first above set forth, or at such other addresses as TENANT or LANDLORD respectively may designate in writing. Notice shall be deemed to have been duly given and shall be effected upon date of personal delivery or, if mailed, upon the third day after the mailing of such notice.
  - (d) LANDLORD shall clean the offices and common areas of the office building and remove snow and refuse on the sidewalks adjacent to the office building. TENANT shall pay LANDLORD for such services as part of the additional rental.

- (e) No awnings, air conditioning units, or other projections shall be attached to the outside walls or windowsills of the building of the leased premises or otherwise project from the building on the leased premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld. LANDLORD shall not be responsible to TENANT for the nonobservance or violation of any rules or regulations in the City of Bay City or rules and regulations of the LANDLORD by any of the other TENANTS in the building on the leased premises.
- (f) The provisions of this lease shall apply to, bind and inure to the benefit of LANDLORD and TENANT, and their respective successors, legal representatives, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their respective hands and seals the day and year first above written.

WITNESSES:

COMMERCE ONE, a Michigan co-partnership  
 BY: BAY COUNTY REALTOR® ASSOCIATION  
 a Michigan corporation, PARTNER

BY: *Lisa Macgregor*  
 Lisa Macgregor  
 Its: Chief Executive Officer

(LANDLORD)

STATE OF MICHIGAN     )  
   ) SS.  
 COUNTY OF BAY         )

On this 15 day of March, A.D., 2018, before me, a Notary Public, within and for the County and State aforesaid, personally appeared Lisa Macgregor, Chief Executive Officer of Bay County REALTOR® Association, Inc., to me personally known, who being duly sworn, did say that he is an officer of Bay County REALTOR® Association, Inc., a Michigan Corporation, one of two partners of Commerce One, a Michigan co-partnership, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and the said Lisa Macgregor, acknowledges the execution of the said instrument as the free act and deed of the REALTOR® Association of Bay County, a Michigan corporation, which is one of two partners of Commerce One, a Michigan Co-Partnership by authority of both partners and the said partner, REALTOR® Association of Bay County, Inc., acknowledges the execution of the said instrument as the free act and deed of Commerce One, a Michigan Co-Partnership.

*Collin Hess*  
 Notary Public, Bay County, MI  
 My Commission expires: 12-19-2018



WITNESSES:

COMMERCE One, a Michigan co-partnership  
BY: BAY AREA CHAMBER OF COMMERCE  
a Michigan corporation, PARTNER

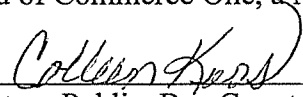
By: 

Its: Ryan Tarrant  
President/CEO

(LANDLORD)

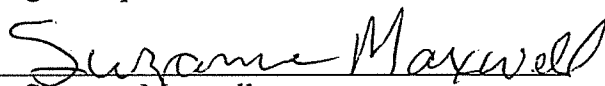
STATE OF MICHIGAN )  
 ) SS.  
COUNTY OF BAY )

On this 15 day of March, AD., 2018, before me, a Notary Public, within and for the County and State aforesaid, personally appeared Ryan Tarrant, President of Bay Area Chamber of Commerce, to me personally known, who being duly sworn, did say that he is an officer of Bay Area Chamber of Commerce, a Michigan Corporation, one of two partners of Commerce One, a Michigan co-partnership, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and the said Ryan Tarrant , acknowledges the execution of the said instrument as the free act and deed of Bay Area Chamber of Commerce, a Michigan corporation, which is one of two partners of Commerce One, a Michigan Co-Partnership, and that said instrument was signed on behalf of said Co-Partnership by authority of both partners and the said partner, Bay Area Chamber of Commerce, acknowledges the execution of the said instrument as the free act and deed of Commerce One, a Michigan Co-Partnership.

  
Notary Public, Bay County, MI  
My Commission expires: 12-19-2018

WITNESSES:

COMMERCE ONE, a Michigan co-partnership  
BY:  
a Michigan corporation

\_\_\_\_\_  
By:   
Suzanne Maxwell

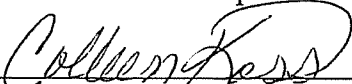
Its: Executive Director

(TENANT)

STATE OF MICHIGAN )

COUNTY OF BAY ) SS.  
 )

On this 15 day of, March, AD., 20 18, before me a Notary Public, within and for the County and State aforesaid, personally appeared \_\_\_\_\_, to me personally known to be the same person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same as her free and voluntary act and deed on behalf of the corporation.

  
\_\_\_\_\_  
Notary Public, Bay County, MI  
My Commission expires: 12-19-2018

Prepared by:  
ALBERT C. HICKS of  
Smith & Brooker, P.C.  
703 Washington Avenue  
P.O. Box X-921  
Bay City, Michigan 48707  
Telephone: (517) 892-2595

**COLLEEN KOSS**  
Notary Public, Bay County MI  
My Commission Expires December 19, 2018