

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 <i>Deanne Scott</i>	Date Received by Local Unit <i>10-9-2023</i>
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) T.A. Systems, Inc	1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3569	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1500 Hamlin Rd	1d. City/Township/Village (indicate which) Rochester Hills	1e. County Oakland
2. Type of Approval Requested <input type="checkbox"/> New (Sec. 2(5)) <input checked="" 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 Rochester Community	3b. School Code 63260
	4. Amount of years requested for exemption (1-12 Years) 6 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.

TA Systems will lease from its real estate corporation (1500 Hamlin LLC) a 100,000 sq ft manufacturing facility, in order to improve efficiency, expand its capacity and increase brand recognition for this growing automation business. The building will house its headquarters, engineering, R&D and manufacturing teams. TA Systems expects to improve the manufacturing capabilities of the facility with immediate investment and potential expansion of the building in the future.

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.	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	Personal Property Costs
6c. Total Project Costs * Round Costs to Nearest Dollar	12883382 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.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	11/01/2023	_____	<input type="checkbox"/> Owned <input checked="" type="checkbox"/> Leased
Personal Property Improvements	11/01/2023	10/31/2025	<input type="checkbox"/> Owned <input checked="" 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. Yes No

9. No. of existing jobs at this facility that will be retained as a result of this project. 120	10. No. of new jobs at this facility expected to create within 2 years of completion. 20
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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:

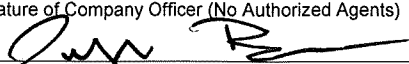
Industrial Development District Plant Rehabilitation District

12b. Date district was established by local government unit (contact local unit) 07/18/2016	12c. Is this application for a speculative building (Sec. 3(8))? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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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 Jeff Behm	13b. Telephone Number (248) 656-5150	13c. Fax Number	13d. E-mail Address jbehm@ta-systems.com
14a. Name of Contact Person Jeff Behm	14b. Telephone Number (248) 656-5150	14c. Fax Number	14d. E-mail Address jbehm@ta-systems.com
▶ 15a. Name of Company Officer (No Authorized Agents) Jeff Behm			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 10-9-23
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1842 Rochester Industrial Drive, Rochester Hills, MI 48301		15f. Telephone Number (248) 656-5150	15g. E-mail Address jbehm@ta-systems.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



Date: October 6, 2023

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

Dear Members of the City of Rochester Hills,

I hope this letter finds you well. We are writing to express our deep appreciation for the long-standing partnership between T.A. Systems and the City of Rochester Hills. T.A. Systems has been an active member of the Rochester Hills community for over 40 years. Our commitment to this city runs deep, and it is here that we have grown to be a leader in the automation industry. We are so proud to be named the 2021 Rochester Regional Chamber Business of the year.

With over 100 dedicated employees, our team encompasses experts in sales, engineering, manufacturing, and research and development. We specialize in offering comprehensive automation solutions and are proud to provide cradle-to-grave customer support. Our services include design and manufacturing expertise in Custom Automation Assembly Systems, such as Fixed Automation, Programmable Automation, and Flexible Automation. We support a diverse range of industries, including automotive (Tier 1 and OEM), agricultural, heavy truck, logistics, furniture, and retail construction. We are embarking on a journey taking us to the cutting edge of automation digitization through Industry 4.0 and artificial Intelligence (AI) and expecting significant future growth and innovation to the local area. Our operations in Rochester Hills operate on a single shift basis, with light heavy truck activity, ensuring minimal impact on local traffic. We maintain a vertical manufacturing approach, which has allowed us to efficiently serve our clients. We take pride in our status as a Fanuc Authorized System Integrator.

We are excited to share that T.A. Systems is experiencing rapid growth. In the next two years, we anticipate hiring an additional 15-20% more employees to meet the growing demands of our clients. Furthermore, we hope to expand our floorspace in Rochester Hills in the near future to accommodate our expanding operations and to support new technologies. This expansion will not only create more job opportunities but also contribute to the economic development and tech image of the city. As we move forward, we are committed to not only continuing our tradition of excellence in automation solutions but also being responsible corporate citizens in the Rochester Hills community.

Thank you for your attention, and please do not hesitate to reach out if you have any questions or require further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'JMB', with a long horizontal flourish extending to the right.

Jeff Behm
CFO, T.A. Systems
248-656-5150
jbehm@ta-systems.com

TA Systems Inc
1500 Hamlin Road
Investment Breakdown
10/9/2023

Description	Amount
Purchase Price	\$ 12,325,000
Building Improvements/Renovations	\$ 750,000
Purchase New Equipment/Fixtures	\$ 250,000
Total Capital Investment	\$ 13,325,000

ASSIGNMENT OF PURCHASE AND SALE AGREEMENT

THIS ASSIGNMENT OF PURCHASE AND SALE AGREEMENT is entered into effective as of the 1st day of September 2023, by and between **JB DONALDSON PROPERTIES, LLC**, a Michigan limited liability company ("**Assignor**"), and **1500 HAMLIN LLC**, a Michigan limited liability company ("**Assignee**").

RECITALS:

JENOPIK AUTOMOTIVE NORTH AMERICA, LLC, a Michigan limited liability company (the "**Seller**") and Assignor entered into that certain Purchase and Sale Agreement with an Effective Date of July 10, 2023 (the "**Agreement**"), with respect to the sale and purchase of certain premises located at 1500 Hamlin Road, Rochester Hills, Michigan (the "**Property**").

Assignor desires to assign its interest in and to the Agreement to Assignee and Assignee desires to accept such assignment.

NOW THEREFORE, for One Dollar (\$1.00) and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, and effective as of the date first set forth above, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Agreement, the deposit and the Property. Assignee hereby accepts such assignment and agrees to be bound to the obligations of Assignor under the Agreement.

ASSIGNOR:

JB DONALDSON PROPERTIES, LLC,
a Michigan limited liability company

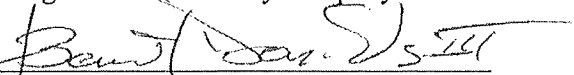
By: 

Name: J. Bennett Donaldson III

Title: Manager

ASSIGNEE:

1500 HAMLIN LLC,
a Michigan limited liability company

By: 

Name: J. Bennett Donaldson III

Title: Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into as of the July 10th, 2023 (the "Effective Date"), by and between JENOPTIK AUTOMOTIVE NORTH AMERICA, LLC, a Michigan limited liability company, whose address is 1500 W Hamlin Rd., Rochester Hills, MI 48309 ("Seller"), and JB Donaldson Properties LLC, a Michigan limited liability company on behalf of an entity to be formed, whose address is 37610 Hills Tech Dr., Farmington Hills, MI 48331 ("Buyer").

BACKGROUND:

A. Seller owns certain real property located in the City of Rochester Hills, County of Oakland, Michigan, more commonly known as 1500 W Hamlin Rd., Parcel # 70-15-21-376-011, and more particularly described on Exhibit A (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all on the terms and subject to the conditions set forth in this Agreement.

AGREEMENT:

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

1. AGREEMENT TO SELL.

1.1 Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, in accordance with the terms and subject to the conditions hereinafter set forth. Seller and Buyer agree that the Property includes the following:

(a) The land more fully described in Exhibit A attached hereto and made a part hereof (the "Land"), together with all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the center line thereof, all easements appurtenant to the Land, including, but not limited to, privileges and rights of way over adjoining premises inuring to the benefit of the Land, or the fee owner thereof, and all rights of use, air, mineral and subsurface rights, servitudes, licenses, tenements, hereditaments and appurtenances now or hereafter belonging to the Land;

(b) The buildings, structures, and improvements on, above or below the Land, and all fixtures attached to, a part of, or used in connection with the improvements, structures, buildings, and the parking areas, facilities, walkways, ramps and other appurtenances relating to the Land (collectively the "Improvements"); provided, however, "Improvements" shall expressly exclude those items listed on Exhibit B attached hereto and made a part hereof, which items, if any, shall be retained and removed by Seller (at the later of the Closing or the expiration or earlier termination of the Post Closing Occupancy Agreement later herein defined) and expressly excluded from this transaction;

(c) All machinery, equipment, cranes, security and access systems, furniture and other personal property (collectively, the "Personal Property") owned by Seller, which is located at and exclusively used in connection with the ownership or operation of the Land and Improvements (provided that Seller will be entitled to continued use of the Personal Property within the space it continues to occupy after Closing pursuant to the Post-Closing Occupancy Agreement (defined below)); provided, however, "Personal Property" shall expressly exclude those items listed on Exhibit B attached hereto and made a part hereof, which items, if any, shall be retained and removed by Seller in the time provided in sub-paragraph (b) above, and expressly excluded from this transaction; and

(d) To the extent assignable, all licenses, permits, service contracts, Property Contracts (as hereinafter defined) held by Seller exclusively for the Property; all warranties and guaranties from manufacturers, suppliers and installers pertaining exclusively to the Land, Improvements or Personal Property; all architectural drawings, plans and specifications and other documents in Seller's possession

relating exclusively to the development of the Improvements; all maintenance records, reports, notices and other information exclusively concerning the Improvements in Seller's possession; and all other intangible property related to the Project, in each case, excluding any confidential, proprietary or commercially sensitive materials or other property not relating to the Property (collectively, the "Intangible Property") which all the foregoing will be assigned on an "as-is and where-is" basis without any obligation of Seller to obtain any consent to such assignment nor pay any assignment fee.

2. PURCHASE PRICE AND PAYMENT THEREOF.

2.1 The aggregate purchase price (the "Purchase Price") for the Property is the sum of TWELVE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$12,325,000.00). The Purchase Price, adjusted as provided in this Agreement and less the Deposit (defined below), shall be paid by Buyer to Seller on the Closing Date (defined below) by confirmed federal wire transfer of immediately available funds to the Seller's designated financial institution and account with the Closing to take place through an escrow arrangement with the Title Company.

3. PERMITTED EXCEPTIONS.

3.1 The Property shall be sold and conveyed to Buyer subject only to the following matters (the "Permitted Exceptions"):

(a) Those (i) liens, encumbrances, covenants, conditions and restrictions, easements and other matters set forth on Schedule B-2 of the Commitment to be delivered pursuant to Section 4.1 hereof ("Title Matters") which Buyer does not designate as Title Defects pursuant to Section 5.1 hereof; (ii) those Title Matters which Buyer may designate as Title Defects but Seller does not expressly agree in writing to have removed or insured over at Closing by the Title Company but Buyer proceeds to the Closing;

(b) matters shown on the Survey, any update to the Survey or any other survey procured by Buyer should Buyer obtain the same;

(c) zoning laws and ordinances;

(d) the terms of an easement for ingress and egress for the benefit of the Property over the curb cut provided in the general location over the area shown on Exhibit D;

(e) the Post Closing Occupancy Agreement (Sublease of Seller); and

(f) All presently existing and future liens for unpaid general real estate taxes and any special real estate taxes and assessments not otherwise currently due and owing, subject to adjustment thereof as hereinafter provided.

4. EVIDENCE OF TITLE; SURVEY.

4.1 Within ten (10) business days after the Effective Date, Seller shall furnish Buyer with a commitment (the "Commitment") for an A.L.T.A. Form B Owner's Policy of Title Insurance issued by ATA National Title Group (the "Title Company"), in the amount of the Purchase Price and bearing a date as of most current date available pursuant to public record, along with copies of all instruments described in Schedule B of the Commitment in the form and manner as provided by the Title Company. At Closing, Seller will request to be provided to Buyer by the Title Company, at Seller's expense, a policy of title insurance issued pursuant to the Commitment, insuring the interest in the Property being acquired hereunder by Buyer without the so-called "standard exceptions" unless any of the "standard exceptions" are deemed Permitted Exceptions as herein provided.

4.2 Within five (5) business days after the Effective Date, Seller shall furnish Buyer with the most current ALTA survey (the "Survey") of the Property it has in its possession. Buyer shall have the right, at its sole cost and expense, to obtain an update to the Survey or a new Survey.

5. **TITLE OBJECTIONS.**

5.1 In the event (i) the Survey shows any easement, right-of-way, encroachment, conflict, protrusion or other matter affecting the Property that is unacceptable to Buyer, or (ii) any exceptions appear in the Title Commitment other than the standard printed exceptions set forth in the standard ALTA form of Commitment for Title Insurance, that are unacceptable to Buyer, Buyer shall within ten (10) business days after receipt of the last of the Survey, the Title Commitment and copies of all documents referred to as exceptions in the Title Commitment as provided by the Title Company, notify Seller in writing of such facts and the reasons therefor ("Buyer's Objections"). Upon the expiration of said ten (10) business day period, except for Buyer's Objections if same are timely raised, Buyer shall be deemed to have accepted the form and substance of the Survey not so objected to and all such matters shown thereon, all exceptions to the Title Commitment not so objected to and such other items shown thereon. Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to take any steps or bring any action or proceeding or otherwise to incur any effort or expense whatsoever to eliminate or modify any of the Buyer's Objections. In the event Seller is unable or unwilling to eliminate or modify all of Buyer's Objections to the reasonable satisfaction of Buyer, Buyer may (as its sole and exclusive remedy) terminate this Agreement by delivering notice thereof in writing to Seller within five (5) days after Seller's written notice to Buyer of Seller's intent to not cure one or more of such Buyer's Objections, furthermore, Seller's failure to respond to Buyer's Objections within five (5) business days of receipt of Buyer's Objections shall be deemed Seller's refusal to remove or insure over any and all of Buyer's Objections; in which event, the Deposit shall be promptly returned to Buyer, and neither party shall have any further obligations hereunder except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year.

6. **PERIOD FOR INVESTIGATION; ACCESS TO PROJECT.**

6.1 Buyer shall have sixty-five (65) days following the Effective Date (the "Investigation Period") to inspect and investigate all aspects of the Property, including, without limitation, the physical condition of the Property, all drains, easements, topographic conditions, environmental conditions, soil conditions, deed, building and use restrictions, other title conditions, water, drainage, storm and sanitary sewer systems and other utilities, all items of income and expense arising from Seller's ownership and operation of the Property, and all documents relating thereto. At any time prior to the expiration of the Investigation Period, and for any reason or no reason whatsoever, Buyer may, at its option and in its sole and reasonable discretion, terminate this Agreement. If Buyer notifies Seller in writing prior to the expiration of the Investigation Period that it is terminating the Agreement, pursuant to this Section 6.1, then the Deposit shall be returned to Buyer, and Seller and Buyer shall have no further obligation to the other hereunder except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year.

6.2 Seller hereby grants to Buyer and its agents authorization to enter upon the Property for the purpose of making the determinations called for in Section 6.1 above, including, but not limited to, the right to survey the Property, and to conduct, at Buyer's sole cost and expense, soil tests, environmental tests and engineering studies; provided that Buyer shall indemnify and hold harmless Seller from all damage caused to any person or the Property as a result of such entry and the negligent acts or omissions of Buyer or its agents, and further provided that Buyer reasonably restores any damage to any portion of the Property caused by Buyer's entry on the Property. Buyer shall give not less than 24 hours prior notice to Seller prior to any entry on the Property. Prior to entry on to the Property for such purposes described in this Section, the Buyer shall provide Seller a certificate of general liability insurance in the amount not less than \$1,000,000 and \$3,000,000 in the aggregate naming Seller as an additional insured and loss payee. Any invasive testing shall be subject to Seller's reasonable approval. Within five (5) business days after the Effective Date hereof, Seller shall deliver to Buyer copies of all written reports, studies, investigations, information or material in Seller's possession relating to the condition or development of the Property, including, without limitation: (a) all surveys, topographic maps, engineering and architectural plans and specifications, soil boring tests, soils analysis, environmental reports, water table analysis, (b) pending litigation and/or claims relating to the Property; (c) copies of all service, utility, supply, maintenance and concession contracts, agreements, and other continuing contractual obligations (collectively the "Property Contracts") affecting the ownership or operation of the Property; (d) all written notices of any zoning, safety,

building, fire, environmental, health code or other violation relating to the Property and not cured prior to the Effective Date; (e) tax bills and correspondence with the tax assessor; (f) a list of recurring services not furnished to the Property through the Property Contracts; and (g) the certificate of occupancy for the Property (the materials specified in items (a) through (g) collectively constitute the "Seller's Diligence Materials"). . In undertaking such activities provided in this paragraph, Buyer shall cause its agents, not to unreasonably interfere with the Seller's on-going activities at the Property. Should Buyer terminate the Agreement pursuant to Paragraph 6.1, upon request of Seller, Buyer shall provide Seller copies of third party due diligence reports or studies of the Property, including but not limited to environmental studies, or update to or new survey of the Property, provided that Seller reimburses Buyer for the cost of all such due diligence reports.

7. ADJUSTMENTS AND PRORATIONS.

7.1 The following adjustments and prorations shall be made at the Closing between Seller and Buyer computed to, but not including, the Closing Date.

(a) All real and personal property taxes and assessments (general or special) which have become a lien on the Property; all charges for improvements or services already made to, or which benefit the Property, which have not yet become a lien on the Property; and all assessments (general or special) arising out of or in connection with any assessment district created or confirmed prior to the Closing Date shall be paid in full by the Seller at the Closing if the same are due and payable prior to Closing and for installments of all the foregoing due and payable after Closing shall be Buyer's responsibility. All current real estate taxes ("Current Taxes") levied against any portion of the Property with respect to the tax year in which the Closing occurs shall be prorated and adjusted as of the Closing Date in accordance with the due date of the municipality or taxing unit in which the Property is located. All transfer taxes payable in connection with the conveyance of the Property to the Buyer shall be paid by the Seller.

(b) All utilities and other expenses shall be apportioned such that Seller pays for expenses incurred for the period prior to the Closing Date and Buyer is responsible for expenses attributable to the period after the Closing Date.

7.2 If after the Closing either Seller or Buyer discovers any inaccuracies or errors in the prorations or adjustments done at Closing, Seller and Buyer shall take all action and pay all sums necessary so that the said prorations and adjustments shall be in accordance with the terms of this Agreement, and the obligations of either party to pay any such amount shall survive the Closing Date for a period of one (1) year.

8. SELLER'S NOTICE.

8.1 It is understood that the Property is being purchased in its present condition and it will be delivered by Seller to Buyer in substantially the same condition as when this offer was made, ordinary wear and tear and matters of casualty and/or condemnation excepted. Buyer acknowledges that it shall accept possession of the Property in its presently existing, "AS IS" condition and expressly assumes all risks with respect thereto, including, without limitation, all risk of environmental impairment or liability. Buyer shall have no recourse whatsoever against Seller for any defective, dangerous or unlawful condition existing on the Property, and Buyer expressly waives all right to commence, join, prosecute or otherwise participate as a claimant against Seller in any action or proceeding under authority of any statute, law or regulation, the actual, effective or intended purpose or unintended effect of which is the protection or remediation of the environment. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ITS BROKERS, AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, THE CONDITION OF THE PROPERTY, THE EXISTENCE OF WETLANDS OR WOODLANDS, ENVIRONMENTAL CONTAMINATION, BUILDABLE SOILS OR ANY OTHER MATTER WITH RESPECT TO OR AFFECTING THE PROPERTY. THE FOREGOING PROVISIONS SHALL SURVIVE THE CLOSING AND SHALL NOT MERGE INTO THE DEED.

9. **CONDITIONS.**

9.1 Buyer's obligation to consummate the purchase of the Property is expressly conditioned on the following, each of which constitutes a condition precedent to Buyer's obligations hereunder which, if not performed or determined to be acceptable to Buyer on or before the Closing Date (unless a different time for performance is expressly provided in this Agreement), shall permit Buyer, at its sole option, to declare this Agreement null and void and of no further force and effect by written notice to Seller, whereupon the Deposit shall be returned immediately to Buyer, and neither Seller nor Buyer shall have any further obligations hereunder to the other except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year (provided that Buyer shall have the right to waive any one or all of said conditions except for sub-section (c) below).

(a) On the Closing Date, title to the Property shall be in the condition pursuant to the terms and conditions of this Agreement, and the Title Company shall be in a position to issue the requisite policy of title insurance pursuant to the Commitment.

(b) Seller shall have complied with and performed all covenants, agreements and conditions on its part to be performed under this Agreement within the time herein provided for such performance.

(c) Seller and Buyer shall have negotiated, fully executed and delivered to the other party the terms of a lease (or sublease) giving Seller the right to continue to occupy the Property after Closing, on the following terms and conditions (the "Post Closing Occupancy Agreement") under the terms and conditions provided in Exhibit "C" attached hereto and made a part hereof. :

(d) From and after the date hereof to the Closing Date, there shall have been no material adverse change in or to the Property, ordinary wear and tear and matters of casualty and/or condemnation excepted.

10. **OPERATION OF PROPERTY.**

10.1 From the Effective Date until the Closing Date, except as otherwise consented to or approved by Buyer in writing or as permitted or required by this Agreement, the Property shall be operated in accordance with this Section 10. Unless and until the Property is conveyed to Buyer, Seller shall bear all risk of loss relating to the Property.

(a) Seller will (i) continue to maintain the Property in the ordinary course and operate the Property in substantially the same manner as the Property has been operated prior to the Effective Date; and (ii) perform all regular maintenance and repairs with respect to the Property.

(b) After the expiration of the Investigation Period, no contracts, leases or commitments shall be entered into by or on behalf of Seller that concern the Property without the consent of Buyer, except contracts or commitments entered into in the ordinary course of business which may be terminated by thirty (30) days prior written notice.

(c) Seller will maintain in effect all insurance it currently carries for the Property.

(d) Seller shall not sell, transfer or otherwise dispose of, or permit the creation of any lien, claim, charge, mortgage, pledge, security interest, restriction, option, equity or other encumbrance upon, the Property, or any portion thereof except for the easement in Paragraph 3.1(d) and release of the prior easement for which such referenced easement shall replace.

11. **DESTRUCTION OF PROPERTY.**

11.1 In the event any part of the Property shall be damaged or destroyed as a result of fire or any other casualty (including an environmental casualty) whatsoever prior to the Closing Date, Seller shall promptly notify Buyer thereof, which notice shall include a description of the damage and all pertinent insurance information. Buyer shall have the option to terminate this Agreement by notifying Seller within fifteen (15) days following Buyer's receipt of such notice, in which event the Deposit shall be refunded to Buyer and

Seller and Buyer shall not have any other or further liability or responsibility hereunder to the other except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year. If Buyer does not elect to terminate this Agreement, Buyer shall close on its acquisition of the Property in accordance with the terms hereof, whereupon, on the Closing Date, Seller shall assign to Buyer all of Seller's right, title and interest in and to the proceeds of the fire and extended coverage insurance presently carried by or payable to Seller and the Purchase Price shall not be affected; provided, however, to the extent such proceeds are received by Seller prior to the Closing, they shall be applied by Seller to reduce the Purchase Price.

12. **CONDEMNATION.**

12.1 If, prior to the Closing Date, either Seller or Buyer receives or obtains notice that any governmental authority having jurisdiction intends to commence or has commenced proceedings for the taking of any portion of the Property by the exercise of any power of condemnation or eminent domain, or notice of any such taking is recorded among the public records of the county and/or state in which the Property is located, Buyer shall have the option to terminate this Agreement by notifying Seller within fifteen (15) days following Buyer's receipt of such notice, in which event the Deposit shall be refunded to Buyer and Seller and Buyer shall not have any other or further liability or responsibility hereunder to the other except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year. If Buyer does not elect to terminate this Agreement, Buyer shall close the transaction as if no such notice had been received, obtained or recorded or proceedings commenced, and in such event, any proceeds or awards made in connection with such taking shall be the sole property of Buyer; provided, however, to the extent such proceeds or awards are received by Seller prior to Closing, they shall be applied by Seller to reduce the Purchase Price.

13. **DEFAULT BY SELLER OR BUYER.**

13.1 In the event Seller shall fail to convey the Property to Buyer pursuant to the terms hereof in breach of the terms of this Agreement, or to otherwise perform any of its obligations hereunder and the same is not cured within five business days of notice from Buyer to Seller then, Buyer may, at Buyer's option, as its sole and exclusive remedy: (i) terminate this Agreement by written notice delivered to Seller at or prior to the Closing Date and receive a full refund of the Deposit, together with the sum of all reasonable costs and expenses incurred in connection with this Agreement, including but not limited to reasonable attorneys' fees and consultant fees but in no event to exceed the amount of \$25,000; or (ii) obtain specific performance for Seller to convey title to the Property in the manner herein provided.

13.2 In the event Buyer does not elect to terminate this Agreement during the Investigation Period as permitted herein, and thereafter Buyer fails to close on its purchase of the Property on the Closing Date in breach of the terms of this Agreement, and the same is not cured within five days of notice from Seller to Buyer then, Seller shall be entitled to terminate this Agreement and have delivered to Seller, as liquidated damages, the Deposit, the same being Seller's sole remedy, and Buyer shall have no further or other liability hereunder except for Buyer's indemnity obligations under Paragraph 6.2 which shall survive the termination of the Agreement for a period of one (1) year. Seller and Buyer agree that in the event of a default by Buyer under this Agreement, Seller's damages would be difficult or impossible to ascertain, and the amount of the Deposit represents a reasonable estimate of such damages.

14. **DEPOSIT.**

14.1 Within three (3) business days after this Agreement has been executed and accepted by Seller and Buyer, the amount of TWO HUNDRED FIFTY THOUSAND and 00/100 Dollars (\$250,000.00) (the "Deposit") shall be deposited by Buyer in escrow with the Title Company (the "Escrow Agent"). The Deposit shall be held by the Escrow Agent and delivered to Seller or returned to Buyer in accordance with the terms of this Agreement. Any interest earned on the Deposit shall belong to Buyer. If Buyer terminates this Agreement prior to the expiration of the Investigation Period, Escrow Agent shall promptly return the Deposit and any interest earned thereon to Buyer, and Seller and Buyer agree to hold Escrow Agent harmless in connection with such return of the Deposit and any interest earned thereon. In the event Buyer fails to terminate the Agreement pursuant to Paragraph 6.1, Buyer shall deposit an additional THREE

HUNDRED THOUSAND and 00/100 Dollars (\$300,000.00) within two (2) days after the expiration of the Investigation Period, which additional deposit shall become part of the Deposit, which shall be non-refundable, except as otherwise provided in this Agreement, and which entire Deposit shall be applicable to the Purchase Price.

14.2 The Deposit shall be disbursed as follows:

(a) In the event Seller defaults or otherwise breaches its obligations hereunder, or Buyer terminates this Agreement as permitted herein, or the transactions contemplated hereunder fail to close on or before the Closing Date for any reason other than the failure of Buyer to perform its obligations hereunder, the Deposit shall be immediately returned to Buyer;

(b) In the event the Closing does not occur on or before the Closing Date as a result of Buyer's failure to perform its obligations hereunder, and Buyer fails to remedy such failure within five (5) business days thereafter, the Escrow Agent shall deliver the Deposit to Seller, as Seller's sole remedy for any such failure or breach by Buyer; and

(c) In the event the Closing does occur in accordance with the terms of this Agreement, at the time of the Closing of the transaction the Deposit shall be paid to Seller and Buyer shall receive an appropriate credit against the Purchase Price.

15. **LIABILITY.**

15.1 Buyer does not and shall not assume any liability for any claims arising out of the occurrence of any event prior to the Closing Date unless caused by the intentional or negligent acts or omissions of Buyer or its agent) with respect to the Property.

16. **CLOSING.**

16.1 The closing ("Closing") of the transaction contemplated in this Agreement shall take place no later than November 15, 2023, or on such earlier date as may be mutually agreed to by Seller and Buyer (the "Closing Date"). The Closing shall be held at the office of the Title Company, or on or at such other time or place as Buyer and Seller shall agree but shall be consummated through the usual form of the Title Company's deed and money escrow and each party may deposit its closing deliveries by mail or overnight courier.

16.2 At Closing:

(a) Seller shall execute and deliver a Covenant Deed warranting only against the acts of Seller, in recordable form conveying to Buyer marketable and insurable title to the Property as evidenced by the issue of the title insurance policy to be issued by the Title Company under the terms and conditions hereof, subject only to the Permitted Exceptions and the pre-printed conditions and stipulations contained in the title policy (the "Deed").

(b) Seller shall execute and deliver a Bill of Sale conveying the Personal Property to Buyer, free and clear of any liens or encumbrances other than the Permitted Exceptions warranting that Seller is the rightful owner of such Personal Property.

(c) Seller and Buyer shall execute and deliver an Assignment and Assumption Agreement, in form and content satisfactory to Buyer and Seller, transferring to Buyer all of Seller's right, title and interest in and to the Intangible Property.

(d) Seller shall request the Title Company to recertify and update the Commitment referred to in paragraph 4.1 hereof to the Closing Date so as to bind the Title Company to issue the title policy in the manner provided under this Agreement, at Seller's sole cost for the basic title insurance coverage and the extended coverage endorsement.

(e) The Post-Closing Occupancy Agreement shall be fully executed and delivered.

Seller shall have the right to reserve an easement for ingress and egress over the curb cut on the Property to benefit the west parcel currently owned by Seller and referenced in Paragraph 3.1(d) which Buyer shall review during the Inspection Period and if Buyer does not terminate the Agreement under Paragraph 6.1 shall be deemed to have approved such easement.

(f) Buyer shall deliver to Seller the Purchase Price adjusted as provided in this Agreement, by confirmed federal wire transfer of immediately available funds to the Seller's designated financial institution and account through the Title Company escrow.

(g) Seller and Buyer shall deliver to the other party certified copies of resolutions, authorizing and approving the transaction contemplated by this Agreement, and authorizing and directing the execution and delivery of this Agreement and all documents and instruments to be executed and delivered pursuant to the terms hereof, certified by an authorized representative of that party in the form of a secretary's certificate as being true and correct.

(h) Seller shall deliver to Buyer an affidavit, in customary form, executed by Seller, certifying that Seller and all persons or entities holding the direct interest in Seller are not non-resident aliens or foreign entities, as the case may be, such that Seller and such interest holders are not subject to tax under the Foreign Investment and Real Property Tax Act of 1980.

(i) Seller and Buyer each shall deliver to the other such other documents or instruments as shall reasonably be required by the Title Company to consummate the transaction contemplated in this Agreement and/or to cause the issuance of the policy of title insurance which, in all events, shall not increase such party's liability hereunder or decrease such party's rights hereunder.

(j) If not previously paid by the Seller prior to or at Closing, the Seller shall deposit into escrow with the Title Company an amount equal to that invoiced from the City of Rochester Hills or other taxing authority with jurisdiction over the Property related to the conveyance of the Property from Seller to Buyer and a possible claw back of the current real estate tax incentive in effect for the Property for abatement of certain real estate taxes. The escrow shall provide that the Title Company is authorized to pay such amount invoiced upon presentation by the City of Rochester Hills or other taxing authority with jurisdiction over the Property of the invoice prior to the same becoming a lien on the Property. Should a final invoice not be provided prior to or at Closing the Seller shall deposit an amount reasonably estimated by Seller and Buyer to be the claw back amount.

17. **COSTS.**

17.1 Buyer and Seller shall each be responsible for their own counsel fees. Seller shall pay all documentary, intangible and transfer taxes due on the conveyance of the Property to Buyer. Seller shall also pay the title insurance premiums for Buyer's policy of title insurance, including the cost of extended coverage. Buyer shall pay for any additional title endorsements or title insurance for any loan obtained by Buyer. Seller shall pay recording fees for the Deed. Escrow fees, if any, shall be borne equally by Seller and Buyer.

18. **BROKERS.**

18.1 Buyer and Seller represent and warrant to the other that they have not had any direct or indirect dealings with any real estate brokers, salesmen or agents in connection with the Property, or the transactions contemplated in this Agreement, other than CBRE (the "Seller's Broker"), who shall be paid by Seller pursuant to a separate agreement upon Closing. In consideration of said warranty, Seller agrees with Buyer that it will pay, and will defend and hold Buyer harmless from and against any and all finder's and/or broker's commissions due or claimed to be due on account of the transactions contemplated in this Agreement and arising out of contracts made by Seller, including Seller's Broker. Buyer shall indemnify, defend and hold Seller harmless from any claim by third party that it represented Buyer in this transaction as a real estate broker, salesmen or agent in connection herewith.

19. **AUTHORITY.**

19.1 Buyer and Seller represent and warrant to the other that each is duly formed and validly existing under the laws of the State of Michigan and has the full power and authority to enter into this Agreement, that all necessary company action has been taken duly authorizing the execution and delivery and performance of the covenants and obligations to be performed under this Agreement and all documents contemplated hereby, and that the individual executing this Agreement and all such documents on their behalf, respectively, has been granted the power and authority to do so.

20. **ASSIGNMENT.**

20.1 Buyer hereby reserves the right, on or before the Closing Date, to assign all of its right, title and interest in and to this Agreement or to transfer its interest in the Property to any other person or entity, and on notice of such assignment to Seller, all terms and conditions hereof shall apply equally to such assignee as if the assignee was the original party hereto.

21. **GOVERNING LAW; DISPUTE RESOLUTION.**

21.1 This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

22. **ENTIRE AGREEMENT.**

22.1 This Agreement and the Exhibits attached hereto, constitute the entire agreement between the parties hereto with respect to the transaction herein contemplated, and supersede all prior agreements, written or oral, between the parties relating to the subject matter hereof. Any modification or amendment to this Agreement shall be effective only if in writing and executed by each of the parties hereto.

23. **NOTICES.**

23.1 Any notice from Seller to Buyer or from Buyer to Seller shall be deemed duly served (i) when personally served, (ii) the date of deposit with the United States Postal Service certified mail, return receipt requested, (iii) on transmission if sent by email, or (iv) the date of deposit with a nationally recognized "overnight" courier service (for example Federal Express), addressed to such party as follows:

If to Seller:
Jay Kumler, President
Jenoptik North America, Inc.
16490 Innovation Drive
Jupiter, FL 33478 · USA
Email: jay.kumler@jenoptik.com

With a copy to: Masuda, Funai
203 N. LaSalle St., Suite 2500
Chicago, IL 60601
Attn. Tim Hammersmith
thammersmith@masudafunai.com

If to Buyer:
JB Donaldson Properties LLC,
37610 Hills Tech Dr
Farmington Hills, MI 48331
Attention: Bennett Donaldson
bdonaldson@jbdonaldson.com

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as provided above.

24. **BINDING.**

24.1 The terms hereof shall be binding on and shall inure to the benefit of the parties hereto, their successors, transferees and assigns.

25. **PARAGRAPH HEADINGS.**

25.1 The captions in this Agreement are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

26. **SURVIVAL AND BENEFIT.**

26.1 Except as otherwise expressly provided in this Agreement, each agreement, representation or warranty made in this Agreement by or on behalf of either party, or in any instruments delivered pursuant hereto or in connection herewith, shall survive the Closing Date and the consummation of the transactions provided for herein.

26.2 The covenants, agreements and undertakings of each of the parties hereto are made solely for the benefit of, and may be relied on only by, the other party hereto, their transferees and assigns, and are not made for the benefit of, nor may they be relied on, by any other person whatsoever.

26.3 This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Buyer and Seller have contributed substantially and materially to the preparation of this Agreement.

27. **COUNTERPARTS.**

27.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. The parties may execute this Agreement by facsimile or PDF signatures which PDF signatures may be exchanged by electronic mail and agree that such facsimile or PDF signatures shall be valid and binding to the same extent as original signatures.

28. **CONFIDENTIALITY.**

28.1 Unless a party is compelled under legal proceedings, neither the existence nor the terms of this Agreement shall be disclosed by Seller or Buyer to any third party, without the prior approval of the other party hereto; provided, however, Seller and Buyer shall be entitled to disclose the existence and terms of this Agreement to their respective employees, partners, officers, directors, prospective lenders and accountants, attorneys and other professional advisors to the extent necessary to negotiate the terms of, and perform their obligations under, this Agreement.

29. **1031 EXCHANGE.**

29.1 Seller and Buyer each may desire to have this transaction qualify as a tax-deferred exchange (including a reverse exchange) under Section 1031 of the Internal Revenue Code of 1986. At the request of either party, the other party shall assist the requesting party in qualifying the transaction contemplated herein as an exchange pursuant to Section 1031 of the Internal Revenue Code of 1986. Such party may assign its interest in this Agreement to effectuate an exchange as aforesaid, and in such event, such party shall promptly so notify the other party. No such assignment shall affect in any way the obligations of Seller and Buyer under this Agreement. The non-requesting party shall not be required to incur any liabilities in connection with such exchange nor shall it be required to take title to any other property in connection with such exchange. The requesting party shall pay any additional transfer taxes, recording fees and similar closing costs incurred by the other party resulting from such exchange.

30. **TIME; CALCULATION OF TIME PERIODS.**

30.1 Time is of the essence for the performance of the obligations of Seller and Buyer under this Agreement.

30.2 Unless otherwise specified in this Agreement, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

31. **WAIVER.**

31.1 A party's waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or similar breach.

32. **SEVERABILITY.**

32.1 If any of the terms or provisions hereof shall be invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

SELLER:

JENOPTIK AUTOMOTIVE NORTH AMERICA, LLC, a Michigan limited liability company

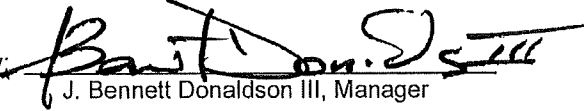


By: Sanjai Keshavan

Its: President

BUYER:

JB Donaldson Properties LLC, a Michigan limited liability company



By: J. Bennett Donaldson III, Manager

ACKNOWLEDGMENT BY ESCROW AGENT:

ATA National Title Group

By: _____

Its: _____

LIST OF EXHIBITS

- A Legal Description of Property
- B Excluded Property
- C Leaseback documents
- D Easement Area

Exhibit A

Legal Description

LEGAL DESCRIPTION

Part of the South 1/2 of Section 21, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point on the South line of said Section 21 and the center line of Hamlin Road, distant North 86 degrees 50 minutes East 1875.96 feet from the Southwest corner of said Section 21; thence North 03 degrees 10 minutes West 825.53 feet to the South line of the Grand Trunk Railroad; thence along a curve to the left of radius 5789.65 feet (Chord North 43 degrees 17 minutes 15 seconds East 562.00 feet) a distance of 562.22 feet and North 40 degrees 30 minutes 20 seconds East, 32.78 feet; thence South 03 degrees 10 minutes East 1236.40 feet to the South line of said Section 21; thence South 86 degrees 50 minutes West, along said line, 430.00 feet to the Point of Beginning, EXCEPT the South 60.00 feet, ALSO EXCEPT the East 11.00 feet of the North 12.00 feet of the South 72.00 feet.

Commonly Known As: 1500 W Hamlin Rd, Rochester Hills, MI
(Parcel Number 70-15-21-376-011)

Exhibit B

Excluded Property

trade fixtures of Seller used in the operation of its business which include the following and similar use property not attached to the real estate: (i) forklifts; (ii) pallet jacks; (iii) warehouse racking, shelving, cabinets; (iv) CMM measurement machine (CMM lab and bench table stays); (v) lab benches; (vi) measurement equipment, measurement tooling and measurement masters; (vii) inventory fencing; (viii) appliances; (ix) air compressors, air tanks and air dryers (air lines and piping stays); (x) surge tank; (xi) laser machines, laser equipment and accompanying equipment; and further excluding the following property and equipment:

Air Compressor	Atlas GA15-125FF/ S/N HOL-010-797	in air compressor room - northeast central of building	1
Air Dryer	Altec UA200A-2	all piping and electrical connection stay intact	1
Surge Air Tank			1
Battery Charger		mounted to east central wall in shipping & Receiving	1
First Aid Stations		located in both bays of shop area and office areas	5
Safety Board		mounted to walls with screws	1
AED Units	Phillips	mounted to walls with screws	3
Refrigerator		located in 2nd floor kitchen-free standing electrical connection stay intact	2
ice /water machine	Hoshizaki Model DCM-500BAH / Serial G07730A	In marketplace kitchen - 120v plug and water line. water line and electrical connection stay intact	1
Server /Components	Server racks and equipment, switches	In Server room first floor office	1
Server toolbox	toolbox , tools, cabinet	area All connectivity for reuse	1
Fencing	Fencing sections with entrance gates Shelving / Racks	In east side of building in Shipping and Receiving area Fence mounted to floor with anchors.	1 1 lot
all landline phone equipment	Property of JENOPTIK IT Corporate	located throughout the building all connectivity stays intact	1 lot
Comcast equipment	Property of Comcast	located in server room on first floor office	1 lot
Market place Equipment	Property of Total Café	located in marketplace kitchen first floor	1 lot
Coffee Maker equipment	Property of Total Café	located in marketplace kitchen first floor Shop kitchen first floor - 2nd floor	1 lot

EXHIBIT "C"

Leaseback for Seller

SUBLEASE

THIS SUBLEASE ("**Sublease**") is made this ___ day of _____, 2023 (the "**Effective Date**"), by and between **T.A. Systems, Inc.**, a Michigan corporation, whose address is 1842 Rochester Industrial Drive, Rochester Hills, Michigan 48309 ("**Sublandlord**") and **Jenoptik Automotive North America, LLC**, a Michigan limited liability company, whose address is [_____] ("**Subtenant**").

RECITALS

A. Pursuant to a Lease Agreement dated [_____] , 2023 (the "**Master Lease**"), Sublandlord, as tenant, leased from [JV LLC], a Michigan limited liability company, as landlord ("**Master Landlord**"), certain rentable space within an industrial building consisting of approximately 100,000 square feet of enclosed building area ("**Building**"), and all improvements located on a parcel of land located at 1500 W. Hamlin Road, Rochester Hills, Michigan 48309, together with any and all appurtenances, rights, privileges and easements benefitting, belong or pertaining thereto. A copy of the Master Lease is attached hereto as Exhibit A.

B. Subtenant desires to sublease that certain portion of the Building on the terms set forth in this Sublease.

NOW THEREFORE, in consideration of the mutual covenants set forth in this Sublease, the parties agree as follows:

1. **Term; Subleased Premises**. Upon the terms and conditions hereinafter set forth, Sublandlord subleases to Subtenant and Subtenant subleases from Sublandlord a portion of the Premises as follows:

(a) Beginning as of November ___, 2023 or on the date of sale by Subtenant of the Building (the "**Commencement Date**") and continuing through April 30, 2024 (the "**Phase I Term**"), consisting of approximately 100,000 square feet of rentable space (the "**Initial Subleased Premises**"); and

(b) Beginning as of May 1, 2024 and continuing through December 31, 2024 (the "**Phase II Term**"), consisting of approximately [_____] square feet of rentable space (the "**Subsequent Subleased Premises**"). Sublandlord and Subtenant shall cooperate to provide for a separate and demised Subsequent Subleased Premises during the Phase II Term that is in compliance with all Laws, and cooperate with the other to provide for separation of personal property and security of the same.

Notwithstanding anything to the contrary herein contained, after May 1, 2024, the Subtenant shall have the right to terminate the Sublease on thirty (30) days prior written notice to Sublandlord without penalty.

2. **Base Rent**. Subtenant shall pay Sublandlord base rent payable in consecutive monthly installments, in advance, commencing on the Commencement Date (with a prorated payment in the event the Commencement Date is not the first day of the month) and continuing on

the first day of each consecutive calendar month throughout each of the Phase I Term and Phase II Term without setoff or deduction ("**Base Rent**"), as follows:

Period	Rent/Square Foot	Annual Base Rent	Monthly Base Rent
[11/]/2023–4/30/2024	TBD Base Rent to	Match LL	Debt payment
5/1/2024–11/30/2024	\$11.25	\$[]	\$[]
12/1/2024–12/31/2024	\$11.59	\$[]	\$[]

All rent payments shall be made without deduction or offset and shall be subject to the same late charges and interest rates described in the Master Lease.

3. **Master Lease.** Subtenant leases the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, from Sublandlord subject to the covenants contained in the Master Lease, except as modified by this Sublease; provided, however, that the following provisions of the Master Lease shall be amended as follows:

(a) **Notices.** The addresses for notices set forth in Article XXI (Notices) of the Master Lease shall be modified to include the addresses set forth above.

(b) **Triple Net Expenses.** Pursuant to Section 4.2 of the Master Lease, Subtenant shall pay, in addition to Base Rent, its proportionate share of all other charges under the Master Lease, including without limitation all Real Estate Taxes (in accordance with Article VI of the Master Lease), all maintenance and repairs (in accordance with Article VII of the Master Lease), all insurance premiums (in accordance with Article IX of the Master Lease) and all utilities (in accordance with Article XV of the Master Lease) (referred to in the Master Lease as "**Additional Rent**"). Any reference to "rent" as contained in the Master Lease or in this Sublease shall mean collectively Base Rent, Additional Rent, and any other charges due under the Master Lease and/or this Sublease. Subtenant's "proportionate share" shall be a fraction, the numerator of which is the net rentable area of the Initial Subleased Premises or Subsequent Subleased Premises, as applicable, and the denominator of which is the net rentable area of the Building (100,000 square feet). Notwithstanding the foregoing, in the event Subtenant's burden on maintenance and repairs and/or utilities exceeds that of its proportionate share during the Phase II Term, then Subtenant shall be solely responsible for any and all costs and expenses associated with such overburden.

(c) **Compliance with Master Lease.** Subtenant covenants that it shall perform, observe, and receive the benefits of all terms and covenants of the Master Lease and this Sublease to be performed by Sublandlord and Subtenant, respectively, and that it shall do nothing which will create a breach on the part of Sublandlord of any of the terms or covenants of the Master Lease. Except where inconsistent with this Sublease, wherever the word "Landlord" appears in the Master Lease, the word "Sublandlord" shall be substituted, wherever the word "Tenant" appears in the Master Lease, the word "Subtenant" shall be substituted, wherever the word "Premises" appears in the Master Lease, the word "Initial Subleased Premises" or "Subsequent Subleased Premises", as applicable, shall be substituted, and wherever the word "Lease" appears in the Master Lease, the word "Sublease" shall be substituted. Unless otherwise defined in this Sublease, all capitalized words used herein shall have the same meaning as such words have in the Master Lease.

Notwithstanding the foregoing, for purposes of this Sublease only, the Master Lease shall be deemed to be modified as follows:

- (i) Sections 7.1 and 7.3 of the Master Lease shall be modified for this Sublease such that the Sublandlord is responsible for the maintenance, repair and replacement, as necessary of the roof structure and exterior walls, and the Subtenant shall be responsible for the roof membrane in addition to the other items listed in Section 7.3, except as modified above. Additionally, all replacements and the cost thereof, including without limitation, those matters required by the ADA as contained in section 3.2 of the Master Lease, made by Subtenant (as required under the Master Lease and this Sublease), shall be amortized over the useful life of the item being replaced, and Subtenant shall only be obligated to pay the amortized amount at the beginning of each month during the Sublease Term.
- (ii) Subtenant shall only be required to provide commercial general liability insurance in satisfaction of Section 9.3 with a combined single limit of \$3,000,000.

(d) **Governing Instrument.** Sublandlord's interest in the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, is expressly subject to the terms of the Master Lease. If Sublandlord's interest as tenant under the Master Lease is terminated, then this Sublease shall terminate, without any liability of Sublandlord to Subtenant.

4. **Use of Subleased Premises.** Subtenant covenants that it shall use the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, solely for the purpose of warehousing, manufacturing, research and development, general office and all other uses necessary and incidental thereto, and for no other purpose or purposes.

5. **Indemnification.** In addition to any indemnification provisions contained in the Master Lease, Subtenant agrees to indemnify Sublandlord and Master Landlord and shall hold Sublandlord and Master Landlord harmless from and against any and all claims, actions, damages, liabilities and expenses (including costs and actual attorneys' fees) (a) in connection with death or injury to person(s) or loss or damage to property occurring in, on or about, or arising out of the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, the use or occupancy thereof, or the conduct or operation of Subtenant's business, (except to the extent caused by the negligence of Master Landlord or Sublandlord, its agents, employees, contractors, and invitees); or (b) arising out of a default by Subtenant in the performance of any of its obligations under this Sublease.

6. **Maintenance.** To the extent any maintenance or repairs are the responsibility of Master Landlord under the Master Lease, Sublandlord's obligations herein shall be limited to requesting Master Landlord to perform its obligations under the Master Lease.

7. **Acceptance of Subleased Premises.** Subtenant accepts the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, in their current "as is" condition. Subtenant may not make any alterations or improvements to the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, without the prior written consent of Sublandlord and Master Landlord. Notwithstanding anything to the contrary contained herein, the following items shall remain in place: (A) any existing signage of Subtenant's in or about the interior or

exterior of the Premises and (B) all of Subtenant's equipment and personal property. Sublandlord shall accept Subtenant's occupancy as-is on the Commencement Date. Notwithstanding the foregoing, as of May 1, 2024, the main building exterior sign shall be changed by Sublandlord to accommodate Sublandlord's name and branding at Sublandlord's costs and expense.

8. **Assignment; Sublease.** Subtenant may not assign this Sublease or sublease all or any portion of the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, without Sublandlord's prior written consent. Notwithstanding anything to the contrary, provided that Subtenant is not in default of this Sublease, Subtenant may assign or sublet all or any portion of the Premises to any legal entity which is the parent, affiliate or wholly owned subsidiary of Subtenant or under the same common control as Subtenant, (a "Permitted Assignment"). Subtenant shall submit evidence reasonably satisfactory to Sublandlord of any Permitted Assignment within ten (10) days of the completion of such transaction.

9. **Default and Sublandlord's Remedies.** It shall be a default if Subtenant defaults in the payment of any sums to Sublandlord when due, and does not cure such default within five (5) days; if Subtenant defaults in the performance of any other covenant or condition of the Sublease and does not cure such other default within fifteen (15) days after written notice from Sublandlord specifying the default complained of; if Subtenant abandons or vacates the Initial Subleased Premises and Subsequent Subleased Premises, as applicable; or if Subtenant is adjudicated a bankrupt or makes any assignment for the benefit of creditors.

In the event of a default, Sublandlord shall have the right, at its option, in addition to and not exclusive of any other remedy Sublandlord may have by operation of law, without any further demand or notice, with full process of the law, to re-enter the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, and eject all persons therefrom, and either (a) declare this Sublease at an end, in which event Subtenant shall immediately pay Sublandlord a sum of money equal to the total of (i) the amount of the unpaid rent accrued through the date of termination; (ii) the amount by which the unpaid rent reserved for the balance of the term exceeds the amount of such rental loss that Subtenant proves could be reasonably avoided; and (iii) any other amount necessary to compensate Sublandlord for all detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease, or (b) without terminating this Sublease, relet the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, or any part thereof, for the account of Subtenant upon such terms and conditions as Sublandlord may deem advisable, and any monies received from such reletting shall be applied first to the expenses of such reletting and collection, including necessary renovation and alterations of the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, reasonable attorneys' fees, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Sublandlord hereunder, and if a sufficient sum shall not be thus realized to pay such sums and other charges, Subtenant shall pay Sublandlord any deficiency monthly, notwithstanding that Sublandlord may have received rental in excess of the rental stipulated in this Sublease in previous or subsequent months, and Sublandlord may bring an action therefor as such monthly deficiency shall arise.

No re-entry and taking of possession of the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, by Sublandlord shall be construed as an election on Sublandlord's part to terminate this Sublease, regardless of the extent of renovations and alterations by Sublandlord, unless a written notice of such intention is given to Subtenant by Sublandlord.

Notwithstanding any reletting without termination, Sublandlord may at any time thereafter elect to terminate this Sublease for such previous breach.

If suit shall be brought by Sublandlord for recovery of possession of the Initial Subleased Premises and Subsequent Subleased Premises, as applicable, for the recovery of any rent or any other amount due under the provisions of this Sublease, or because of the breach of any other covenant, Subtenant shall pay to Sublandlord all expenses incurred in connection therewith, including reasonable attorneys' fees.

10. **Partial Invalidity.** If any term, covenant, or condition of this Sublease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Sublease or the Master Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

11. **Headings.** The headings contained in this Sublease are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents of this Sublease.

12. **Entire Agreement.** This Sublease and its attached exhibits constitute the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transactions herein contemplated. Each party acknowledges that there are no representations, inducements or conditions other than as set forth in this Sublease.

13. **Governing Law.** This Sublease shall be governed by the laws of the State of Michigan.

14. **Interpretation.** The terms of this Sublease shall control to the extent of any inconsistencies between it and the Master Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto executed this Sublease as of the Effective Date.

SUBLANDLORD:

T.A. SYSTEMS, INC.,
a Michigan corporation

By: _____
Name: _____
Its: _____

SUBTENANT:

**JENOPTIK AUTOMOTIVE NORTH
AMERICA, LLC,**
a Michigan limited liability company

By: _____
Name: _____
Its: _____

**ACCEPTED AND AGREED TO BY
MASTER LANDLORD:**

[JV LLC],
a Michigan limited liability company

By: _____
Name: _____
Its: _____

EXHIBIT A

Master Lease

See attached.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into as of the ____ day of _____, 2023 (“**Effective Date**”), by and between [JV LLC], a Michigan limited liability company, whose address is 37610 Hills Tech Dr, Farmington Hills, MI 48331 (“**Landlord**”) and T.A. SYSTEMS, INC., a Michigan corporation, whose address is 1842 Rochester Industrial Drive, Rochester Hills, MI 48309 (“**Tenant**”).

ARTICLE I PREMISES

1.1. For and in consideration of the full and faithful compliance by the parties hereto with each and all of the terms, covenants and conditions herein contained, Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, hereby leases to Tenant, that certain industrial building consisting of approximately 100,000 square feet of enclosed building area (“**Building**”), and all improvements located on a parcel of land located at 1500 W Hamlin Rd, Rochester Hills, MI 48309, as depicted on the site plan attached hereto at **Exhibit A** and incorporated herein by reference (“**Premises**”) together with any and all appurtenances, rights, privileges and easements benefitting, belong or pertaining thereto.

ARTICLE II TERM

2.1. The term of this Lease shall commence November 15, 2023 (“**Commencement Date**”) and shall expire at midnight on the last day of the month occurring One Hundred Thirty-Two (132) months after the Commencement Date (“**Lease Term**”), unless earlier terminated as provided for herein.

ARTICLE III USE AND OCCUPANCY

3.1. Tenant shall use and occupy the Premises for the purpose of warehousing, manufacturing, research and development, general office and all other uses necessary and incidental thereto, and for no other purpose without Landlord's prior written consent (“**Permitted Use**”). Tenant agrees not to use or suffer or permit any person to use, in any manner whatsoever, the Premises for any other purpose calculated to injure the reputation of the Premises or to impair the value of the Premises. Tenant will neither commit nor permit waste upon the Premises.

3.2. Landlord represents and warrants to Tenant that upon the delivery of the Premises to Tenant, the Premises will be in compliance with all federal, state and local laws, rules, regulations and requirements, including the Americans With Disabilities Act of 1990. Following the delivery of the Premises to Tenant, Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof, pertaining to either or both of the Premises and the Tenant's use thereof coming into effect on or after the Commencement Date (collectively, “**Laws**”). If any license or permit is required for the conduct of Tenant's business in the Premises, Tenant, at its expense, shall procure such license, and shall maintain such license or permit in good standing throughout the Lease Term. Tenant shall give prompt notice to Landlord of any written notice it receives of the alleged violation of any Laws or requirements of any governmental or administrative authority with respect to either or both of the Premises and the use or occupation thereof.

ARTICLE IV RENT

4.1. Tenant covenants and agrees to pay Landlord, at the location for notices to be sent to Landlord in Section 21.1 below, or at such other place as Landlord may from time to time designate in writing, the following base

rent, in lawful money of the United States, payable in consecutive monthly installments, in advance, commencing on the Commencement Date (with a prorated payment in the event the Commencement Date is not the first day of the month) and continuing on the first day of each consecutive calendar month throughout the Lease Term without setoff or deduction (“**Base Rent**”), as follows:

Months	Rent/Square Foot	Annual Base Rent	Monthly Base Rent
TBD	Base Rent to match	LL debt payment	TBD
TBD-12	\$11.25	\$1,125,000.00	\$93,750.00
13-24	\$11.53	\$1,153,000.00	\$96,083.33
25-36	\$11.82	\$1,182,000.00	\$98,500.00
37-48	\$12.12	\$1,212,000.00	\$101,000.00
49-60	\$12.42	\$1,242,000.00	\$103,500.00
61-72	\$12.73	\$1,273,000.00	\$106,083.33
73-84	\$13.05	\$1,305,000.00	\$108,750.00
85-96	\$13.37	\$1,337,000.00	\$111,416.67
97-108	\$13.71	\$1,371,000.00	\$114,250.00
109-120	\$14.05	\$1,405,000.00	\$117,083.33
121-132	\$14.40	\$1,440,000.00	\$120,000.00

4.2. It is the purpose and intent of Landlord and Tenant that the Base Rent as herein provided shall be absolutely net to the Landlord, so that this Lease shall yield to Landlord the Base Rent specified hereinabove and accordingly Tenant shall pay in addition to the Base Rent and as additional rent, all other charges under this Lease, including without limitation all Real Estate Taxes assessed against the Premises (in accordance with Article VI below), all maintenance and repairs of the Premises (in accordance with Article VII below), all insurance premiums (in accordance with Article IX below) and all utilities (in accordance with Article XV below). All other charges under this Lease except for Base Rent shall be referred to as “**Additional Rent**.” Any reference to “**rent**” herein shall mean collectively Base Rent, Additional Rent and any other charges due under this Lease.

4.3. Tenant shall pay to Landlord the Security Deposit (Section 25.1 below) upon the Effective Date of this Lease.

4.4. Tenant shall pay to Landlord a late charge equal to five (5%) percent of each installment of Base Rent or Additional Rent or any other sum owing from Tenant to Landlord under this Lease which is not received by Landlord within ten (10) days following its due date, together with interest at the rate of Five Percent (5%) per annum from the date such payment was due (“**Default Rate**”).

4.5. **FINANCIAL INFORMATION.** Tenant agrees that: i) Landlord has entered into this Lease based on its receipt and review of Tenant’s Balance Sheet, Income Statement, Statement of Cash Flow, Financial Footnotes, and any other financial information provided (“**Financial Statements**”); ii) during the term of the Lease, Tenant shall provide audited Financial Statements within ninety (90) days of Landlord’s written request, but no more frequently than once per year; and iii) Landlord will have the right, upon prior notice to Tenant, to distribute Tenant’s Financial Statements to the current Mortgagee, any future Mortgagee, or any potential purchaser provided that such information is treated as confidential by Landlord and the other recipients. Any Financial Information disseminated as a result of this Section shall remain confidential.

ARTICLE V
INTENTIONALLY DELETED

ARTICLE VI
REAL ESTATE TAXES

6.1. Tenant agrees that it shall timely pay to the taxing authority before delinquency, in addition to all other sums agreed to be paid by it in this Lease, all Real Estate Taxes against the real property and improvements constituting the Premises which fall due during the Lease Term and apply to the Lease Term. All taxes and assessments shall be prorated for any partial lease year in accordance with local custom. Tenant shall be solely responsible and shall pay for all personal property taxes on all personal property, inventory and fixtures owned by it or located in or about the Premises which accrue during the Lease Term. Upon payment of the Real Estate Taxes, Tenant shall provide copies of paid tax bills to Landlord.

6.2. The term “**Real Estate Taxes**” shall mean and include all ad valorem real estate taxes, assessments, special or otherwise, payable when due, county taxes, governmental fees or any governmental charge of a similar or dissimilar nature, whether general, special, ordinary or extraordinary, foreseen or unforeseen (including any additions to or substitutions therefore as the result of any change in the method of taxation prevailing on the date of this Lease), including any condominium or joint maintenance assessments, which may be levied or assessed upon or with respect to all or any part of the Premises by any taxing authority, and all late charges, fees and penalties if such taxes are not timely paid.

ARTICLE VII
MAINTENANCE AND REPAIRS

7.1. Landlord shall maintain, repair, and replace, as necessary, the footings, foundations, floor slab, and structural columns and girders of the Building. On the Commencement Date, Landlord shall deliver to Tenant the Premises, inclusive of the Building roof, heating, ventilating and air conditioning system, and all other Building Systems (as hereinafter defined), in good working order.

7.2. All of the foregoing notwithstanding, Landlord shall not be obligated to perform any maintenance, repair or replacement, the necessity of which shall have arisen due to the negligence of Tenant, or Tenant's employees, agents or invitees; and in such case, Tenant shall be responsible for same, at its sole cost.

7.3. Except for the obligations of Landlord under Section 7.1 and except as otherwise provided in this Section 7.3, Tenant shall, at its own cost and expense, maintain and make all repairs and replacements as may be required to keep the Premises and fixtures and all Building Systems thereon in good condition and repair as exists as of the Commencement Date, reasonable wear and tear excepted. Without limiting the generality of the foregoing, Tenant shall be responsible for the Building roof (including, without limitation, the roof structure, membrane and roof covering) and exterior walls; provided, however, that in the event the Building roof requires replacement during the Lease Term, and such necessitation for replacement is not caused by Tenant, such replacement shall be at Landlord's sole cost and expense. Tenant shall enter into a semi-annual preventative maintenance contract for the heating, ventilating and air conditioning equipment serving the Premises with a contractor approved by Landlord, and shall provide Landlord with copies of all service records upon request; provided, however, that in the event the heating, ventilating and air conditioning system and/or equipment requires replacement during the Lease Term, and such necessitation for replacement is not caused by Tenant, such replacement shall be at Landlord's sole cost and expense. As used herein, “**Building Systems**” means all mechanical, plumbing, electrical, sprinkler, life safety, security, heating, ventilating, air conditioning and other systems serving the Building. All repairs and replacements made by or on behalf of Tenant shall be made and performed in accordance with all applicable Laws. This obligation of Tenant or Landlord, as applicable, to maintain, repair and replace shall include, without limitation, all ordinary and extraordinary nonstructural repairs and replacements substantially equal in quality and class to the original work. Tenant shall be solely responsible for obtaining and paying for the cost of snow and ice removal from the parking lot and sidewalks serving the Premises. Tenant acknowledges that Landlord shall have no obligation to maintain, repair or replace the Premises, or any part thereof,

except as expressly set forth herein. Notwithstanding anything to the contrary contained herein, all replacements and the cost thereof, made by Tenant (as required under this Lease), shall be amortized over the useful life of the item being replaced, and Tenant shall only be obligated to pay the amortized amount at the beginning of each month during the Lease Term, with Landlord being responsible to pay the excess amortized cost of such item.

7.4. If Tenant refuses and neglects to promptly maintain, repair or replace any part of the Premises as required in Section 7.3 within thirty (30) days after written demand by Landlord, unless Tenant is diligently prosecuting such repairs to completion, then Landlord may make such repairs on Tenant's behalf without liability to Tenant for any loss or damage that may occur to Tenant's fixtures, furnishings, equipment, inventory and/or other Tenant's Property (as defined below), or to the loss of business occasioned by reason thereof, and Tenant shall reimburse Landlord for the reasonable cost thereof within thirty (30) days after receipt of an invoice specifying such costs; provided, however, that in doing so, Landlord shall use reasonable efforts to not cause: (i) loss or damage to Tenant's fixtures, furnishings, equipment, inventory and/or other Tenant's Property, and (ii) harm to or interfere with Tenant's business.

7.5. Tenant shall have the reasonable right to install equipment, including without limitation, telecommunications, HVAC, electrical or other process equipment on the roof of the Building provided that Tenant complies with the requirements of Article VIII regarding Alterations. No such installations may be performed by Tenant without prior notice to and approval from Landlord. All such installations that require roof penetrations must be performed by Landlord's roofing contractor.

7.6. Landlord and its agents, employees and representatives shall have the right to enter the Premises upon at least forty-eight (48) hours prior written notice to Tenant (except in the event of emergency): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers or mortgagees of the Premises or providers of capital to Landlord and its affiliates; and (b) to make repairs to the Premises pursuant to Sections 7.1 or 7.4. In doing so, Landlord shall use reasonable efforts to limit interference with Tenant's business operations and Tenant's occupancy and use of the Premises.

ARTICLE VIII **ALTERATIONS**

8.1. Tenant may, from time to time, at its expense, make alterations or improvements in and to the Premises (hereinafter collectively referred to as "**Alterations**"), provided that Tenant first obtains the written consent of Landlord in each instance. Notwithstanding the foregoing to the contrary, Landlord expressly agrees that Tenant may make the alterations and improvements to the Premises listed in the attached **Exhibit B** without the need for any additional written consent from Landlord. Landlord's consent to Alterations shall not be unreasonably withheld, provided that: (a) the Alterations are non-structural and the structural integrity of the Building shall not be affected; (b) the Alterations are to the interior of the Building; (c) the proper functioning of the Building Systems shall not be affected; (d) Tenant shall have appropriate insurance coverage, reasonably satisfactory to Landlord, regarding the performance and installation of the Alterations; (e) the Alterations shall conform with all other requirements of this Lease; and (f) Tenant shall have provided Landlord with reasonably detailed plans ("**Plans**") for such Alterations in advance of requesting Landlord's consent. Additionally, before proceeding with any Alterations, Tenant shall (i) at Tenant's expense, obtain all necessary governmental permits and certificates for the commencement and prosecution of Alterations, if any; (ii) submit to Landlord, for Landlord's written approval, working drawings, plans and specifications and all permits for the work to be done and Tenant shall not proceed with such Alterations until it has received said approval, provided that if Landlord fails to deliver such approval to Tenant within ten (10) days, then Landlord shall have been deemed to disprove said Alterations; (iii) have all Alterations performed by licensed contractors; and (iv) cause those contractors, materialmen and suppliers engaged to perform the Alterations to deliver to Landlord certificates of insurance (in a form reasonably acceptable to Landlord) evidencing a policy of commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

8.2. Tenant shall cause the Alterations to be performed in compliance with all applicable permits, Laws and requirements of public authorities, and with Landlord's reasonable rules and regulations or any other reasonable restrictions that Landlord may impose on the Alterations. Tenant shall cause the Alterations to be diligently performed in a good and workmanlike manner. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with "as built" plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers.

8.3. Tenant shall pay when due all claims for labor and material furnished to the Premises in connection with the Alterations and comply with Section 20.2 below relative to construction liens.

ARTICLE IX INSURANCE AND INDEMNITY

9.1. Tenant hereby indemnifies, defends, and holds Landlord and its affiliates, owners, shareholders, partners, members, directors, officers, agents, attorneys and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with (a) the operation or management of the Premises or any business therein, or any work or Alterations done, or any condition created by any or all of Tenant and Tenant's employees, contractors, tenants, licensees, representatives or agents (collectively, "**Tenant Parties**") in or about the Premises during the Lease Term; (b) any act, omission or negligence of any or all of Tenant and the Tenant Parties; (c) any accident, injury or damage whatsoever (unless caused by Landlord's negligence or intentional wrongdoing) occurring in, at or upon the Premises caused by any or all of Tenant and the Tenant Parties; (d) any breach by Tenant of any of its warranties and representations under this Lease; (e) any reasonable actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation by any or all of Tenant and the Tenant Parties of any Law; (g) claims for work or labor performed or materials supplied or furnished to, or at the request of, any or all of Tenant and the Tenant Parties; or (h) claims arising from any breach or default on the part of Tenant in the performance of any covenant contained in this Lease (collectively, "**Tenant Indemnification Matters**"). In case any action or proceeding is brought against any or all of Landlord and the Landlord Indemnified Parties by reason of any of the Tenant Indemnification Matters, Tenant, upon written notice from Landlord, shall resist and defend such action or proceeding. The term "**Losses**" shall mean all reasonable claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses, suits, administrative proceedings, reasonable costs and fees, including, without limitation, attorneys' and consultants' reasonable fees and expenses. Landlord hereby indemnifies, defends, and holds Tenant and its affiliates, owners, shareholders, partners, members, directors, officers, agents, attorneys and employees (collectively, "**Tenant Indemnified Parties**") harmless from and against any and all Losses arising from or in connection with (a) the negligent performance of any of Landlord's maintenance and/or repair obligations pursuant to this Lease, or its negligence in any work done, or any condition created by the negligent act of any or all of Landlord and Landlord's employees, contractors, tenants, licensees, representatives or agents in so performing said obligations (collectively, "**Landlord Parties**") in or about the Building during the Lease Term; (b) any negligence of any or all of Landlord and the Landlord Parties in performing any of Landlord's maintenance and/or repair obligations pursuant to this Lease; (c) any accident, injury or damage whatsoever (unless caused by Tenant's negligence or intentional wrongdoing) occurring in, at or upon the Building caused by the negligent act of any or all of Landlord and the Landlord Parties in performing any of Landlord's maintenance and/or repair obligations pursuant to this Lease; (d) any breach by Landlord of any of its obligations and/or representations under this Lease; (e) any violation by any or all of Landlord and the Landlord Parties of any Law pertaining to the Building to the extent such compliance is an obligation of Landlord pursuant to this Lease; (f) claims for work or labor performed or materials supplied or furnished to, or at the request of, any or all of Landlord and the Landlord Parties with respect to the Building; or (g) claims arising from any breach or default on the part of Landlord in the performance of any covenant contained in this Lease (collectively, "**Landlord Indemnification Matters**"). In case any action or proceeding is brought against any or all of Tenant and the Tenant Indemnified Parties by reason of any of the Landlord Indemnification Matters, Landlord, upon written notice from Tenant, shall resist and defend such action or proceeding.

9.2. Landlord shall, at all times during the Lease Term and at all times during the construction of the Landlord's Work, maintain in full force and effect or cause to be maintained in full force and effect on an occurrence basis (i) property insurance written on special form (formerly known as All Risk) or equivalent insurance upon the Building (including boiler and machinery coverage, if applicable) in an amount equal to the full replacement cost value; (ii) at all times during any construction, including, without limitation, during the construction of the Landlord Work, Landlord shall maintain in full force and or cause to be maintained in full force and effect property insurance written on a Builder's Risk "all-risk" or equivalent policy form; and (iii) rental interruption insurance covering the Premises for the benefit of Landlord, which insurance shall be carried in amounts equal to Tenant's total Base Rent and Additional Rent for twelve (12) full months under this Lease. Notwithstanding the foregoing, Tenant shall reimburse Landlord for the commercially reasonable premiums paid by Landlord for the Landlord's insurance maintained by Landlord under this Section 9.2 for the Lease Term within thirty (30) days after Landlord's written demand therefor, accompanied by reasonable supporting documentation. The policy limits required may be satisfied by primary insurance or a combination of primary/excess or umbrella insurance.

9.3. Tenant shall provide and maintain during the Lease Term, for the benefit of Landlord and Tenant: (i) commercial general liability and property damage insurance in the usual form for the protection of itself and Landlord against injury caused to persons by reason of its occupancy of the Premises, with a combined single limit of not less than Five Million and No/100 Dollars (\$5,000,000), and in like amounts covering Tenant's contractual liability under the aforesaid indemnification clause as provided in Section 9.1 above. The liability insurance required of Tenant may be provided under a blanket for excess limits policy covering the Premises and other property, and shall be on a primary and noncontributing basis; (ii) property insurance written on special form (formerly known as all risk) or equivalent insurance in an amount equal to the full replacement cost value, without depreciation, on Tenant's personal property, equipment, trade fixtures, inventory, other Tenant's Property, Alterations (with Landlord named as a loss payee with respect to Alterations); (iii) workers' compensation and employer's liability insurance that shall provide for the statutory workers' compensation benefits and employer's liability limits of not less than One Million Dollars (\$1,000,000); and (iv) automobile liability insurance (including coverage for owned, leased, hired and non-owned vehicles) with a limit of at least One Million Dollars (\$1,000,000) per occurrence.

9.4. Each of Tenant's insurance policies shall be in a form reasonably satisfactory to Landlord, shall be written by insurers which have an A.M. Best & Company rating of "A-", Class "VII" or better and who are authorized to write such business in the State of Michigan, shall name Landlord and Landlord's mortgagee as additional insureds, and shall carry an endorsement that before changing or canceling any policy the insurance company issuing the same shall give the Landlord at least thirty (30) days prior written notice, and Tenant shall be required to furnish Landlord with an acceptable replacement policy before the effective date of any such cancellation. Duplicate originals or certificates of all such insurance policies shall be delivered to the Landlord prior to the Commencement Date and upon each renewal or issuance of a new policy for the Premises. All renewals thereof shall be issued at least ten (10) days prior to the expiration of the then existing policies.

9.5. Tenant agrees that all leasehold improvements and personal property of any type or nature owned by it, in, on or about the Premises shall be at the sole risk and hazard of Tenant. Without intending hereby to eliminate the generality of the foregoing, Tenant agrees that Landlord shall not be liable or responsible for any loss of or damage to Tenant, or anyone claiming under or through Tenant, or otherwise, whether caused by or resulting from any peril required to be insured hereunder, or from water, steam, gas, leakage, plumbing, electricity or electrical apparatus, pipe or apparatus of any kind, the elements or other similar or dissimilar causes, and whether or not originating in the Premises or elsewhere, provided such damage or loss is not the result of any intentional, wrongful or negligent act or omission of Landlord.

9.6. Landlord and Tenant hereby release each other, to the extent of their agreed insurance coverage, from any and all liability for any loss or damage caused by fire and all of the risks and perils usually covered by an all-risk special form property insurance policy, even if such fire and other peril shall be brought about by the fault or negligence of the other party, or any persons claiming under such other party provided, however, that this release shall be in force and effect only with respect to loss or damage occurring during such time as the releasor's policies of

property insurance shall contain a clause to the effect that this release shall not affect such policies or the right of the releaser to recover thereunder. Landlord and Tenant agree to include in their insurance policies a clause permitting this release. Except as provided above, nothing contained in this Lease shall be deemed to release either party hereto from liability for damages resulting from the fault or negligence of that party or its agents, contractors or employees.

ARTICLE X SIGNS AND ADVERTISING

10.1. Tenant may, at its expense, install signs on the interior or exterior of the Building, provided the signs are in compliance with all applicable municipal ordinances and regulations, and are purchased and installed at the sole cost and expense of Tenant and removed from the Premises at the expiration or earlier termination of the Lease Term. Tenant shall repair, at its expense, any damages caused by the removal of such signs. Tenant shall not install any monument or other ground signs on the Premises.

10.2. During the period of six (6) months prior to the end of the Lease Term (or at any time, if Tenant has vacated or abandoned the Premises or is otherwise in default under this Lease), Landlord and its agents may exhibit the Premises to prospective tenants or purchasers and erect a "For Lease" or "For Sale" sign thereon.

ARTICLE XI DESTRUCTION OF PREMISES

11.1. In the event any of the Premises shall be partially or totally destroyed by fire or other casualty insured (or which should be insured) under the insurance carried (or which Landlord or Tenant is obligated to carry pursuant to Article IX above) by the Tenant or Landlord, and as a result of said destruction, the Premises has become partially or totally untenable, then the damage to the Premises shall be promptly repaired by Landlord to the extent of the available insurance proceeds, to substantially the same condition that existed prior to such casualty. In the event such damage or destruction occurs during the last year of the Lease Term, Landlord may elect not to rebuild the Premises, unless Tenant has exercised an option for a Renewal Period, if available. In the event Landlord elects not to rebuild the Premises pursuant to the preceding sentence, then this Lease shall be terminated as of the date Landlord notifies Tenant of the same, and Tenant shall vacate the Premises within sixty (60) days after receipt of such notice, and all prepaid rent and other charges shall be prorated and adjusted as of the date the Tenant vacates the Premises, either voluntarily or as a result of the occurrence which caused the destruction of the Premises, and Tenant shall be relieved of all further liability under this Lease, and Landlord shall be entitled to retain all insurance proceeds. If Landlord elects to rebuild the Premises, then the rent and other charges payable by Tenant shall be temporarily abated in proportion to the floor area of the Building rendered untenable. Payment of full rental and all other charges so abated shall commence and Tenant shall be obligated to reopen for business within thirty (30) days following the date that the Building is fully rebuilt and operational, unless Tenant opens at an earlier time in the damaged area or remains open in such area following destruction or damage, in which event any such abatement shall terminate as of the date of Tenant's earlier reopening. Notwithstanding the foregoing, Tenant's rent shall not be abated, altered or diminished as a result of any casualty caused by the negligence or willful act of Tenant. Anything contained herein to the contrary notwithstanding, in the event that the Landlord elects to rebuild the Building under any scenario in this Section 11.1: (i) if those material portions of the manufacturing space in the Premises so destroyed are not rebuilt and operational within six (6) months, then Tenant may, at its option, immediately terminate this Lease; and/or (ii) if the manufacturing space is fully operational and useable to Tenant, as determined by Tenant in Tenant's reasonable discretion, then in the event those other portions of the Premises so destroyed are not rebuilt and operational within nine (9) months, then Tenant may, at its option, immediately terminate this Lease.

11.2. In the event any of the Premises shall be partially or totally destroyed by fire or other casualty and the damage or destruction is not fully covered by insurance maintained by Landlord or Tenant (or required to be maintained by Landlord or Tenant), which damage or destruction renders the Premises inaccessible or unusable to Tenant in its ordinary course of business, Landlord may, at its election, upon written notice to Tenant within twenty-one (21) days after notice to Landlord of the occurrence of such damage or destruction: (i) repair or restore such damage

or destruction; or (ii) terminate this Lease so long as (a) the uninsured portion of the damage or destruction is equal to or greater than twenty percent (20%) of the replacement cost of the Building, and (b) Landlord makes a decision not to commence such repairs within twenty-one (21) days of the occurrence of such damage or destruction. If Landlord elects to repair or restore such damage or destruction, this Lease shall continue in full force and effect but rent and other charges payable by Tenant shall be abated in proportion to the floor area of the Building rendered untenable from the date of such casualty to the date the Building is repaired or restored. If Landlord does not elect by notice to Tenant to repair such damage, the Lease shall terminate. Anything contained herein to the contrary notwithstanding, in the event that the Landlord elects to rebuild the Building under any scenario in this Section 11.2: (i) if those material portions of the manufacturing space in the Premises, as determined by Tenant in Tenant's reasonable discretion, so destroyed are not rebuilt and operational within six (6) months, then Tenant may, at its option, immediately terminate this Lease; and/or (ii) if the manufacturing space is fully operational and useable to Tenant, then in the event those other portions of the Premises so destroyed are not rebuilt and operational within nine (9) months, then Tenant may, at its option, immediately terminate this Lease.

ARTICLE XII EMINENT DOMAIN

12.1. If the entire Premises shall be taken by any public authority under the power of eminent domain, or sold to public authority under threat or lieu of such a taking, or if such a portion of the Premises shall be so taken or condemned that as a result thereof the taking would prevent or materially interfere with permitted use of the Premises under Section 3.1, then the Lease Term shall cease as of the earlier of (a) final judgment in such condemnation or (b) the date possession shall be taken by such public authority (hereinafter, the "**Date of Taking**"), and the rent and all other charges due hereunder shall be paid up to that day with a proportionate refund by Landlord of such rent and other charges as may have been paid in advance for a period of subsequent to the Date of Taking.

12.2. If only a portion of the Premises shall be so taken or condemned, but the balance of the Premises constituting the manufacturing space can be used and is fully operational to Tenant, in Tenant's reasonable discretion and determination, then this Lease shall not terminate. Landlord shall, to the extent of the available condemnation proceeds, make all the necessary repairs or alterations to the Building so as to constitute the remaining Premises a complete architectural unit, and Tenant, at Tenant's sole cost, shall similarly act with respect to Tenant's improvements, furnishing and equipment. Such restoration shall be completed within nine (9) months following the Date of Taking, otherwise Tenant may terminate this Lease. The Lease Term shall cease only on the part so taken, as of the Date of Taking of said portion, and this Lease shall cease only on the part so taken, as of the Date of Taking of said portion, and Tenant shall pay rent and other charges up to the Date of Taking, with an appropriate credit by Landlord for any other charges as may have been paid in advance for a period subsequent to the Date of Taking. Thereafter, the rent and other charges payable to Landlord shall be reduced in proportion to the square footage of the Building taken. However, anything contained herein to the contrary notwithstanding, in the event a material portion of the manufacturing space in the Premises are taken or condemned, in Tenant's reasonable discretion and determination, then Tenant may, at its option, immediately terminate this Lease.

12.3. Landlord is hereby authorized, at its option, to commence, appear in and prosecute in its own and Tenant's name any action or proceeding relating to any award and to settle or compromise any claim therefore (for which purpose Tenant hereby irrevocably appoints Landlord as its attorney-in-fact). All damages awarded for such taking under the power of eminent domain or sale under threat or in lieu of such taking whether for the whole or a part of the Premises, shall belong to and be the property of Landlord. Any compensation specifically and independently awarded to Tenant as compensation for the cost of removal of Tenant's fixtures and equipment, damages in connection with Tenant's business interruption, or costs of relocation, shall be the property of Tenant.

ARTICLE XIII QUIET ENJOYMENT

13.1. Landlord covenants and agrees that if the Tenant shall pay and otherwise perform and honor all promises, covenants, agreements and obligations herein provided for to be done by Tenant, Tenant shall peaceably and quietly have, hold, possess, use, occupy and enjoy the Premises during the Lease Term.

ARTICLE XIV
ASSIGNMENT AND SUBLETTING

14.1. Tenant acknowledges that this Lease and the rent due under this Lease have been agreed to by Landlord in reliance upon Tenant's reputation and creditworthiness and upon the continued operation of the Premises by Tenant for the particular use described in this Lease; therefore, Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (a) assign or otherwise transfer this Lease; (b) sublet the Premises or any part thereof, or allow the same to be used or occupied by anyone other than Tenant; or (c) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, not to be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Tenant shall be permitted to assign the Lease or sublet the Premises to a parent, affiliate or subsidiary of Tenant, or a party who acquires substantially all of the stock or assets of Tenant without the prior written consent of Landlord (a "**Permitted Transfer**"), provided that such assignee or subtenant has a net worth greater than or equal to that of Tenant at the time of the Permitted Transfer, and Tenant must provide satisfactory evidence of the net worth and creditworthiness of the parties to Landlord before the Permitted Transfer occurs. Except as expressly set forth herein, any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord, except for a Permitted Transfer, shall be absolutely null and void. No permitted assignment of this Lease (except for a Permitted Transfer) shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage (except for a Permitted Transfer), and Landlord's written approval shall be required in all such instances (except for a Permitted Transfer). No consent by Landlord to any sublease shall be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease. Unless otherwise provided in any relevant assignment document, and subject to the prior approval of Landlord's current or any future Mortgagee, no consent by Landlord to any assignment shall be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease

14.2. If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant in violation of this Lease, Landlord may (without prejudice to, or waiver of its rights), collect rent from the assignee, subtenant or occupant. Landlord may apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Article XIV.

14.3. Except for a Permitted Transfer, the provisions of Section 14.1 shall apply to a transfer of a majority (i.e. greater than 50% interest) of the voting stock of Tenant, or to a transfer of a majority of the general partnership or membership interests in Tenant (if Tenant is a partnership or a limited liability company), or to any comparable transaction involving any other form of business entity, whether effectuated in one or more transactions, as if such transfer were an assignment of this Lease. Any such permitted transferee shall execute and deliver to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Notwithstanding anything to the contrary contained in this Section, in no event may Tenant assign, mortgage, transfer, pledge or sublease this Lease to any entity whatsoever if, at the time of such assignment, mortgage, transfer, pledge or sublease, there is an uncured Event of Default by Tenant under this Lease.

14.4. Landlord and Tenant agree and acknowledge that Tenant shall sublease all or a portion of the Premises to Jenoptik Automotive North America, LLC ("Subtenant"), on the following terms and conditions: (i) From the commencement Date through April 30, 2024, Subtenant shall sublease the entire Premises at a rate of \$[TBD – Base Rent to be equal to LL debt payment] PSF; (ii) from May 1, 2024 through December 31, 2024, Subtenant shall sublease

a portion of the Premises as determined between Tenant and Subtenant at a rate of \$11.25 PSF of the space Subtenant occupies.

ARTICLE XV
UTILITIES

15.1. Landlord shall be responsible for the connection of all applicable utilities to the Building and the Premises, and Tenant shall promptly pay to the applicable utility companies (in addition to Base Rent) for all water, sewage, electric, power, gas and heating and other utilities taxed, levied, or charged against the Premises for and during the Lease Term.

15.2. It is also understood and agreed that Landlord shall have no liability or responsibility for a cessation of utility services to the Premises that occurs as a result of causes beyond Landlord's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay rent.

ARTICLE XVI
MORTGAGE SUBORDINATION

16.1. Within twenty-one (21) days after written request by Landlord, Tenant agrees to subordinate its rights under this Lease to the liens of any mortgages that may now or hereafter be placed upon the Premises by Landlord, and to any and all advances to be made thereunder, and all renewals, replacements and extensions thereof, provided that Tenant is provided with a reasonable and customary subordination, nondisturbance and attornment agreement (which shall provide, among other things, that Tenant's possession of the Premises shall not be disturbed in the event of a foreclosure, deed in lieu of foreclosure, or other transfer of Real Estate provided that Tenant is not in default under this Lease) duly executed by any mortgage lender ("SNDA"). Thereafter, this Lease is and shall be subject and subordinate at all times to any mortgage that may now exist or be placed upon, and encumber, any or all of the Premises. Notwithstanding the foregoing, Landlord shall have the right to subordinate (or cause to be subordinated) any such mortgage to this Lease. Tenant shall execute and deliver, within twenty-one (21) days after written request from Landlord, on the mortgage lender's customary form, the SNDA and any additional documents evidencing the priority of subordination of this Lease with respect to any such mortgage.

16.2. Tenant agrees, from time to time and within twenty-one (21) days after request by Landlord, to deliver to Landlord, or Landlord's designee, an estoppel certificate in form satisfactory to Landlord and/or Landlord's mortgagee, certifying if true and providing an explanation if any such statement is not true (a) that Tenant has accepted the Premises, (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (c) that Landlord is not in default hereunder, (d) the date to which the rent and other charges have been paid in advance, if any, (e) that Tenant has no defense to the payment of rent or other charges and that Tenant claims no offsets, and (f) such other information as may be required by Landlord or Landlord's mortgagee, and agreeing to give copies to any mortgagee of Landlord of all notices by Tenant to Landlord. Tenant hereby acknowledges that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Premises, being effective only as of the date of Tenant's execution thereof.

16.3. In the event of a sale or conveyance by Landlord of the Premises to an unrelated third party, the same shall operate to release Landlord from any future liability arising after the date of such transfer for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor.

ARTICLE XVII
DEFAULT

17.1. It shall be a default by Tenant under this Lease if Tenant makes an assignment for the benefit of creditors, or files a voluntary petition under any state or federal bankruptcy or insolvency law, or an involuntary petition alleging an act of bankruptcy or insolvency is filed against Tenant under any state or federal bankruptcy or insolvency law that is not dismissed within ninety (90) days, or whenever a petition is filed by or against (to the extent not dismissed within ninety (90) days) Tenant under the reorganization provisions of the United States Bankruptcy Code or under the provisions of any state or federal law of like import, or whenever a petition shall be filed by Tenant under the arrangement provisions of the United States Bankruptcy Code or similar state or federal law, or whenever a receiver of Tenant, or of, or for, the property of Tenant shall be appointed, or Tenant admits it is insolvent or is not able to pay its debts as they mature.

17.2. Each of the following shall constitute a default by Tenant under this Lease: (a) if Tenant fails to pay Base Rent within ten (10) days after payment is due, or fails to pay any Additional Rent or other charges hereunder when payment is due; provided, however, that if in any consecutive 12 month period Tenant shall fail to pay any installment of Base Rent on the date such installment is due, then, on the third such occasion and on each occasion thereafter on which Tenant shall fail to pay an installment of Base Rent on the date such installment is due, Tenant shall then no longer have a ten (10) day period in which to cure any such failure; or (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay rent or any other payment due hereunder) for a period of thirty (30) days after Landlord's delivery to Tenant of written notice of such default under this Section, provided, however, that if the default cannot, by its nature, be cured within such thirty (30) day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial thirty (30) day cure period, then Landlord shall not exercise its remedies.

17.3. The occurrence of any default under Sections 17.1 or 17.2 shall constitute an "Event of Default".

ARTICLE XVIII RIGHTS AND REMEDIES.

18.1. Landlord may, upon ten (10) days prior written notice to Tenant, except in the event of an emergency, but shall not be obligated to, cure any Event of Default by Tenant (specifically including but not by way of limitation, Tenant's failure to obtain insurance, make repairs or satisfy lien claims) and whenever Landlord so elects, all reasonable costs and expenses paid by Landlord in curing such Event of Default, including without limitation reasonable attorneys' fees, shall be Additional Rent due promptly upon demand from Landlord.

18.2. Upon the occurrence and during the continuance of any Event of Default, Landlord, at its option, may, in addition to all other rights and remedies provided in this Lease, or otherwise at law or in equity: (a) terminate this Lease and Tenant's right of possession of the Premises; or (b) terminate Tenant's right of possession of the Premises without terminating this Lease; provided, however, that Landlord may, whether Landlord elects to proceed under Subsections (a) or (b) above, relet the Premises, or any part thereof for the account of Tenant, for such rent and term and upon such terms and conditions as are acceptable to Landlord. For purposes of any reletting, Landlord is authorized to repair, alter and improve the Premises to the extent deemed necessary by Landlord, in its sole discretion. In the event of the termination of this Lease by Landlord pursuant to (a) above, Landlord shall be entitled to recover from Tenant (i) all damages and other sums that Landlord is entitled to recover under any provision of this Lease or at law or in equity, including, but not limited to, all fixed dollar amounts of rent and any other amounts accrued and unpaid for the period up to and including such termination date; and (ii) all other additional sums payable by Tenant, or for which Tenant is liable, or in respect of which Tenant has agreed to indemnify Landlord, under any of the provisions of this Lease, that may be then owing and unpaid; (iii) all actual and direct costs and expenses (including, without limitation, court costs and attorneys' reasonable fees) incurred by Landlord in the enforcement of its rights and remedies under this Lease; and (iv) any damages provable by Landlord as a matter of law. If Landlord elects to pursue its rights and remedies under Subsection (b) above, and the Premises are relet and a sum at least equal to Tenant's remaining rent and Landlord's reasonable expenses of reletting is not realized therefrom (including the costs of repairs, alterations, improvements, additions, legal fees and brokerage commissions), then to satisfy the payment, when due, of rent and

any additional amounts reserved under the Lease for any monthly period (after payment of all Landlord's reasonable expenses of reletting), Tenant shall, in Landlord's sole judgment, either (i) pay any such difference between Tenant's remaining rent payments and the payments realized by Landlord's reletting plus Landlord's reasonable expenses of reletting (for the purposes of this sentence, "difference") monthly or (ii) pay such difference on an accelerated basis. If Landlord elects to pursue its rights and remedies under Subsection (b) above, and Landlord fails to relet the Premises, then Tenant shall pay to Landlord the accelerated amount of rent and any additional amounts due under the Lease for the balance of the Lease Term. Tenant agrees that Landlord may file suit to recover any sums due to Landlord hereunder from time to time and that such suit or recovery of any amount due Landlord hereunder shall not be any defense to any subsequent action brought for any amount not theretofore reduced to judgment in favor of Landlord. If Landlord elects to pursue its rights and remedies under Subsection (b), then Landlord shall at any time have the further right and remedy to rescind such election and pursue its rights and remedies under Subsection (a). In the event Landlord elects, pursuant to clause (b) of this Section, to terminate Tenant's right of possession only, without terminating this Lease, Landlord may, at Landlord's option, enter into the Premises, remove Tenant's Property, Tenant's signs and other evidences of tenancy, and take and hold possession thereof, provided, however, that such entry and possession shall not terminate this Lease or release Tenant, in whole or in part, from Tenant's obligation to pay the rent and any additional amounts reserved hereunder for the full Lease Term, or from any other obligation of Tenant under this Lease. Any and all of Tenant's Property that may be removed from the Premises by Landlord pursuant to the authority of the Lease or of law, to which Tenant is or may be entitled, may be handled, removed or stored by Landlord at the sole risk, cost and expense of Tenant, and in no event or circumstance shall Landlord be responsible for the value, preservation or safekeeping thereof. Tenant shall pay to Landlord, upon demand, any and all reasonable expenses incurred in such removal and all storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. Any such property of Tenant not retaken from storage by Tenant within thirty (30) days after the end of the Lease Term, however terminated, shall be conclusively presumed to have been conveyed by Tenant to Landlord under this Lease as in a bill of sale, without further payment or credit by Landlord to Tenant.

18.3. Any and all actual and direct costs, expenses and disbursements provided for in Section 18.2 above incurred by Landlord in connection with the enforcement of any and all of the terms and provisions of this Lease shall be due and payable upon Landlord's submission of an invoice to Tenant. All sums advanced by Landlord on account of a default by Tenant under this Lease, and all rent and any additional amounts, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest at the Default Rate, from the due date thereof until paid, and such interest shall be and constitute additional rent and be due and payable upon Landlord's submission of an invoice therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law.

ARTICLE XIX **SURRENDER OF POSSESSION**

19.1. On the last day of the Lease Term, or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord "broom-clean" and in its condition existing on the Commencement Date, except for any Alterations pursuant to Section 19.3 below, and/or ordinary wear and tear and such damage or destruction as Landlord is required to repair or restore under this Lease, and (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease, and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this Section at any time thirty (30) days prior to (x) the last day of the Lease Term, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this Section shall survive the termination or expiration of this Lease. If Tenant remains in possession after the expiration of the Lease Term or after any earlier termination date of this Lease or of Tenant's right to possession: (i) Tenant shall pay 125% of the aggregate of the Base Rent last prevailing hereunder; (ii) there shall be no renewal or extension of this Lease by operation of law; and (iii) the hold over tenancy may be terminated by either party hereto upon thirty (30) days' prior written notice given by the terminating party to the non-

terminating party. The provisions of this Section shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

19.2. All fixtures, improvements and appurtenances attached to, or built into, the Premises at the commencement of, or during the Lease Term, whether or not placed there by or at the expense of Tenant, including without limitation Building cranes and Building Systems, shall become and remain a part of the Premises; shall be deemed the property of Landlord ("**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant.

19.3. All movable non-structural business and trade fixtures, machinery and equipment, installed in the Premises by, or for the account of, Tenant and without expense to Landlord, and that can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Lease Term, provided Tenant repairs or pays the cost of restoring the Premises and repairing any damage to the Premises resulting from the installation and/or removal thereof. At or before the expiration of the Lease Term, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such Alterations as constitute Landlord's Property; or such Alterations Landlord has notified Tenant in writing shall remain on the Premises, shall become the property of Landlord), and Tenant shall restore the Premises and repair (to Landlord's reasonable satisfaction) any damage to the Premises resulting from any installation and/or removal of Tenant's Property or required Alterations. Any other items of Tenant's Property that shall remain in the Premises after the expiration of the Lease Term, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense.

ARTICLE XX **CONSTRUCTION LIENS**

20.1. Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Premises, nor shall the interest of Landlord in the Premises be subject to any lien arising from any act or omission of Tenant.

20.2. Tenant shall not permit any construction liens to attach to the fee simple title of the Premises. Tenant, at its expense, shall procure the satisfaction or discharge of record of all such liens and encumbrances or post a bond in compliance with the Michigan Construction Lien Act within ten (10) days after the filing thereof; or, within such ten (10) day period, Tenant shall provide Landlord, at Tenant's sole expense, with endorsements (satisfactory, both in form and substance, to Landlord and the holder of any mortgage or deed of trust) to the existing title insurance policies of Landlord and the holder of any mortgage, insuring against the existence of, and any attempted enforcement of, such lien or encumbrance. In the event Tenant has not so performed, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand, for all reasonable costs and expenses incurred in connection therewith, together with interest thereon at the Default Rate, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises.

ARTICLE XXI **NOTICES**

21.1. All notices, demands and requests hereunder shall be in writing and sent by (a) personal delivery delivered by a representative of the party giving such notice, (b) overnight delivery by recognized overnight courier, (c) United States mail, postage prepaid, registered or certified mail, return receipt requested, or (d) electronic mail delivered to the correct email address below (provided that notice is also given by one of the other permitted methods), addressed as follows:

In the case of Landlord to: [JV LLC]
37610 Hills Tech Dr
Farmington Hills, MI 48331
Attn: Bennett Donaldson
bdonaldson@jbdonaldson.com

In the case of Tenant to: T.A. SYSTEMS, INC.
1842 Rochester Industrial Drive
Rochester Hills, MI 48309
Attn: Tedd Brown, President and CEO
tbrown@ta-systems.com

21.2. Each party from time to time may change its address for purpose of notice under this Article by giving to the other party notice of such change of address. Any such notice or communication shall be deemed to have been delivered either at the time of personal delivery actually received by the addressee or a representative of the addressee, or the next business day if delivered by overnight courier, or three (3) business days if delivery by certified or registered mail, or upon the sending of an electronic mail message to the correct e-mail address. Landlord and Tenant hereby agree that notices may be given hereunder by the parties' respective counsel and that, if any communication is to be given hereunder by Landlord's or Tenant's counsel, such counsel may communicate directly with all principals as required to comply with the provisions of this Article XXI.

ARTICLE XXII
REPRESENTATION AND WARRANTIES

22.1. Landlord represents and warrants to Tenant as follows:

(a) This Lease is and shall be binding upon and enforceable against Landlord in accordance with its terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under any agreement to which Landlord is a party.

(b) The individual executing this Lease on behalf of Landlord represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of Landlord in accordance with Landlord's governing documents, and that this Lease is binding upon Landlord in accordance with its terms.

22.2 Tenant represents and warrants to Landlord as follows:

(a) This Lease is and shall be binding upon and enforceable against Tenant in accordance with its terms, and the transaction contemplated hereby will not result in a breach of, or constitute a default or permit acceleration and maturity under any agreement to which Tenant is a party.

(b) The individual executing this Lease on behalf of Tenant represents and warrants that such individual is duly authorized to execute and deliver this Lease on behalf of Tenant in accordance with Tenant's governing documents, and that this Lease is binding upon Tenant in accordance with its terms.

ARTICLE XXIII
ENVIRONMENTAL REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

23.1. During the Lease Term, Tenant and its contractors, agents, employees and representatives ("Tenant Parties") shall comply with all Environmental Laws, and the Tenant Parties will not permit any Release of Hazardous Materials on, in, under, or from the Premises except in accordance with all Environmental Laws. Tenant will notify Landlord, in writing within seven (7) days after Tenant or acquires notice or knowledge that any Hazardous

Materials have been or are threatened to be Released on, in, under, or from the Premises. If Tenant fails to comply with these covenants within ninety (90) days after Tenant delivered or should have delivered such written notice to Landlord, then Landlord may cause the removal (or other cleanup acceptable to Landlord) of any Hazardous Materials from the Premises. The costs of Hazardous Materials removal and any other cleanup (including transportation and storage costs) will be Additional Rent under this Lease, and those costs will become due and payable upon written demand by Landlord. Tenant will give Landlord, its agents and employees reasonable access to the Premises upon not less than five (5) business days' prior written notice (except in the event of emergency) to remove or otherwise clean up any Hazardous Material that Tenant is not otherwise removing or cleaning up. Except with respect to those matters disclosed by the environmental report prepared by [_____] and dated as of [_____, 2023], a copy of which has been provided to Tenant, Landlord has no knowledge of any Hazardous Materials, Hazardous Substances, Hazardous Waste, Materials, or Chemical Substance or Mixture in, on or about the Building or Premises, or the land upon which the Building is situated (the "Land"), and covenants and agrees to act in such a way as to keep the Building and Land free of Hazardous Materials, Hazardous Substances, Hazardous Waste, Materials, or Chemical Substance or Mixture during the Lease Term. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all liability claims, costs, losses, damages, expenses and obligations including, but not limited to, attorneys' fees, as a result of or in connection with the presence (or suspected presence), release (or suspected release), spill (or suspected spill) or discharge (or suspected discharge) of any Hazardous Materials, Hazardous Substances, Hazardous Waste, Materials, or Chemical Substance or Mixture in, on or about the Building or Land by Landlord, its agents, employees, contractors or licensees, which indemnity shall survive the expiration or termination of this Lease, as well as for pre-existing environmental conditions.

23.2. Tenant agrees to indemnify, defend, and hold Landlord and its owners, shareholders, members, managers, directors, officers, employees, representatives, agents and attorneys (the "Landlord Parties") harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages, disbursements, or expenses of any kind (including reasonable attorneys' and experts' fees and reasonable expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) which Landlord or any of the Landlord Parties may incur because of a breach by any of the Tenant Parties of Tenant's covenants and agreements set forth in this Article XXIII.

23.3. Definitions. For purposes of this Article XXIII:

"**Environmental Laws**" shall mean any federal, state or local statute, regulation or ordinance or any judicial or administrative decree or decision, whether now existing or hereinafter enacted, promulgated or issued, with respect to any Hazardous Materials, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations, orders, decrees, permits, licenses and deed restrictions now or hereafter promulgated thereunder, and amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act (codified in scattered sections of 26 U.S.C., 33 U.S.C., 42 U.S.C. and 42 U.S.C. Section 9601 et seq.) ("CERCLA"); (ii) the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) ("RCRA"); (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (iv) the Toxic Substances Control Act (15U.S.C. Section 2061 et seq.); (v) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vi) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. Section 349, 42 U.S.C. Section 201 and Section 300f et seq.); (viii) the National Environmental Policy Act (42 U.S.C. Section 4321 et seq.); (ix) the Superfund Amendments and Reauthorization Act of 1986 (codified in scattered sections of 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. Section 1101 et seq.); (xi) the Uranium Mill Tailings Radiation Control Act (42 U.S.C. Section 7901 et seq.); (xii) the Occupational Safety and Health Act (29 U.S.C. Section 655 et seq.); (xiii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); and (xiv) the Emergency Planning and Community Right to Know Act (42 U.S.C. Section 1100 et seq.).

“Hazardous Materials” means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law. Without limiting the generality of the foregoing, the term shall mean and include:

“Hazardous Substance(s)” as defined in CERCLA, the Superfund Amendments and Reauthorization Act of 1986, or Title III of the Superfund Amendment and Reauthorization Act, each as amended, and regulations promulgated thereunder including, but not limited to, asbestos or any substance containing asbestos, polychlorinated biphenyls, any explosives, radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, contaminants, infectious wastes, any petroleum or petroleum-derived waste or product or related materials and any items defined as hazardous, special or toxic materials, substances or waste;

“Hazardous Waste” as defined in the Resource Conservation and Recovery Act of 1976, as amended, and regulations promulgated thereunder;

“Materials” as defined as “Hazardous Materials” in the Hazardous Materials Transportation Act, as amended, and regulations promulgated thereunder; and

“Chemical Substance or Mixture” as defined in the Toxic Substances Control Act, as amended, and regulations promulgated thereunder.

“Governmental Authorities” means the United States, the State of Michigan, and any political subdivision thereof, and any and all agencies, departments, commissions, boards, bureaus, bodies, councils, offices, authorities, or instrumentality of any of them, of any nature whatsoever for any governmental unit (federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence.

“Release” shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment.

23.4. All representations, warranties, covenants, agreements and indemnities set forth in this Article XXIII shall survive the expiration or termination of this Lease, and shall continue to be binding upon and inure to the benefit of any successors or assigns of Landlord and Tenant.

ARTICLE XXIV **MISCELLANEOUS**

24.1. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

24.2. The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of rent or any additional sums due hereunder with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

24.3 Landlord agrees to execute and record a mutually agreeable Memorandum of Lease if requested to do so by Tenant, provided that Tenant shall pay any and all recording costs associated therewith.

24.4 Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto.

24.5 If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Premises and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Premises, and neither Landlord nor any of its members shall be liable for any deficiency.

24.6 Upon the expiration or other termination of this Lease, neither party shall have any further obligation nor liability to the other except as otherwise expressly provided in this Lease and except for such obligations as, by their nature or under the circumstances, can only be, or by the provisions of this Lease, may be performed after such expiration or other termination.

24.7 This Lease shall be governed by and construed in accordance with the laws of the state of Michigan. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

24.8 Time is of the essence for this Lease and the performance of all covenants, agreements and obligations hereunder. If the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday in the State of Michigan, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday in the State of Michigan.

24.9 Each party represents that it has dealt with no broker or brokers in connection with the negotiation, execution and delivery of this Lease, except Signature Associates and Colliers, whose commissions shall be paid by Landlord pursuant to a separate agreement. Landlord and Tenant shall, and do hereby, indemnify, defend, and save the other harmless from and against any losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of its foregoing representation, including, without limitation, reasonable attorneys' fees and expenses actually incurred. The representations and indemnifications set forth in this Section shall survive the termination of this Lease.

24.10 This Lease may be executed in counterparts, each of which may be deemed an original and all of such counterparts together shall constitute one and the same agreement, PDF copies of executed counterparts delivered via email may be treated as originals by the parties.

24.11 Landlord and Tenant agree to treat as confidential (a) the contents of this Lease and (b) all information that each of them may disclose to the other in furtherance of or in connection with this Lease (collectively, the "**Confidential Information**"); provided Tenant, in its sole discretion, may (i) provide a copy of this Lease to any assignee or prospective assignee, subtenant or prospective subtenant with the financial terms redacted, and (ii) divulge (including, but not limited to, by public statements) the existence of the Lease, the location of the Premises, the anticipated Commencement Date and/or Tenant's permitted use. All Confidential Information will be kept by the receiving party in the strictest of confidence and will not be divulged to a third party, save and except (i) as may be reasonably required to be made to a party's professional advisors, lenders, purchasers and investors in connection with

the Premises; (ii) to the State, County, City, Township and/or federal government and the respective departments thereof and any adjacent landowners, in connection with the obtaining of development and governmental approvals, including, without limitation, zoning, government incentives and tax rebates, and any public meetings to obtain such approvals and/or incentives; (iii) by a court of competent authority; and/or (iv) by applicable law or regulation, or (v) to enforce its rights against the other party.

24.12. LANDLORD AND TENANT, TO THE FULLEST EXTENT THAT THEY MAY LAWFULLY DO SO, HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY ANY PARTY TO THIS LEASE WITH RESPECT TO THIS LEASE, THE PREMISES, OR ANY OTHER MATTER RELATED TO THIS LEASE OR THE PREMISES.

ARTICLE XXV
SECURITY

25.1. Tenant shall deposit with Landlord upon the Effective Date the sum of _____ (\$_____) as security for the full performance by Tenant of all of the terms of this Lease (“**Security Deposit**”). Upon an Event of Default, Landlord may, but shall not be required to, use the whole or any part of the Security Deposit in satisfaction of damages incurred in connection with Tenant’s default, whether the same may accrue before or after any legal proceedings are instituted by Landlord. Whenever the amount of the Security Deposit is diminished by Landlord’s application thereof, Tenant shall deposit additional money with Landlord sufficient to restore the Security Deposit to the original amount. If Tenant fully complies with all of the terms of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant within fourteen (14) days after expiration or termination of this Lease. Tenant shall not be entitled to any interest on the Security Deposit. In the absence of evidence of any assignment of the Security Deposit, Landlord may return the Security Deposit to the original Tenant, regardless of one or more assignments of the Lease itself. If Landlord shall sell the Premises or otherwise assign or transfer this Lease, Landlord shall have the right to transfer the Security Deposit to the assignee for the benefit of Tenant and Landlord shall then be released from all liability for the Security Deposit. Landlord may commingle the Security Deposit with any other funds of Landlord.

ARTICLE XXVI

26.1. Intentionally omitted.

[signatures on following page]

IN WITNESS WHEREOF, Landlord and Tenant have hereunto executed this Lease as of the Effective Date.

Landlord:

[JV LLC], a Michigan limited liability company

By: _____

Its: _____

Tenant:

T.A. SYSTEMS, INC., a Michigan corporation

By: _____

Its: _____

EXHIBIT A

Site Plan

EXHIBIT B

Tenant's Permitted Alterations and Improvements

- Crane added to back bay by truck wells, can be floor supported by columns and tied to building structure for lateral stiffness.
- Demolition of approximately 10,000 sqft of 1st floor office space, finished to likeness of manufacturing space.
- Addition of access stairs to storage mezzanine from machine shop.
- Demolition of Jenoptik demo room, keep CMM room.
- Addition of air extractor for paint booth on northeast corner.
- Addition of direct vent air extractor above Fabrication area along east wall/north side of building.

EXHIBIT "D"

Easement Area

