

LEASE AGREEMENT

between

NAN REALTY, INC., an Ohio corporation  
as Landlord

and

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association,  
as Tenant

For property located at:

3035 South Rochester Road  
Rochester Hills, Michigan

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## LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is entered into as of the 29<sup>th</sup> day of September, 2022 (the "**Effective Date**") by and between NAN REALTY, INC., an Ohio corporation ("**Landlord**"); and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association ("**Tenant**"), who agree as follows:

1. **LEASED PREMISES.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term, at the rental and upon the conditions set forth below, that certain tract of land containing approximately 1.2 acres of real property identified by Oakland County Parcel Number 70-15-35-100-051 (the "**Land**"), located as an outparcel to the shopping center known as Meijer – Rochester Road (the "**Shopping Center**") and having an address of 3035 South Rochester Road, Rochester Hills, Michigan said Land being depicted on **Exhibit A** and more fully described in **Exhibit B** attached hereto and incorporated herein by this reference, together with the existing improvements, consisting of an approximately 5,745 square foot freestanding building (the "**Building**") and related improvements (the "**Existing Improvements**"), located on the Land, and all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land (the Land and Existing Improvements are collectively referred to herein as the "**Leased Premises**"). Tenant shall have the right to construct on the Leased Premises the Tenant Improvements referenced in Section 7 below.

2. **TERM.** The initial term of this Lease (the "**Initial Term**") shall be for a period of approximately fifteen (15) years, commencing on the Commencement Date (as defined in Section 4 below) and expiring at 11:59 p.m. on the last day of the calendar month during which the fifteenth (15th) anniversary of the Rent Commencement Date (as defined in Section 10.1 below) occurs, with the Initial Term being subject to earlier termination as provided in this Lease. If the Term commences on a day other than the first (1st) day of a calendar month, or if the Term expires or terminates on other than the last day of a calendar month, then all installments of Rent that are payable monthly shall be prorated for the month in which such term commences or terminates, as the case may be.

3. **OPTION TO RENEW.** Provided that Tenant is not in default under the terms of this Lease (beyond applicable notice and cure periods) at the time it exercises any option to renew as provided herein, Tenant shall have the right, in its sole and absolute discretion, to renew the Term of this Lease for three (3) additional consecutive five (5) year periods (each, a "**Renewal Term**"), subject to all of the same terms and conditions contained herein, except that Base Rent shall increase ten percent (10%) over the Base Rent in effect during the immediately preceding term. Tenant shall exercise its respective options to renew, if at all, by giving written notice to Landlord of such exercise at least twelve (12) months prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term, together with any Renewal Term, or other extension or renewal thereof is collectively referred to herein as, the "**Term**".

Should Tenant fail to timely exercise a renewal option, Tenant's right to exercise such renewal option shall not lapse until Landlord delivers written notice to Tenant that such notice to exercise the renewal option has not been delivered (the "**Renewal Reminder**") and Tenant shall



thereafter fail to exercise such renewal option within ten (10) days following the delivery of the Renewal Reminder.

4. COMMENCEMENT DATE OF LEASE. The commencement date of this Lease (the “**Commencement Date**”) shall be the date which is five (5) days after the Effective Date. The latter party to sign this Lease agrees to deliver to the other party a fully executed duplicate original of this Lease no later than two (2) business days after full execution.

5. CONDITIONS PRECEDENT TO TENANT’S OBLIGATION TO LEASE THE LEASED PREMISES.

5.1 Review and Inspection Period. Tenant shall have until 5:00 p.m. on the date that is fifteen (15) days following the Commencement Date (the “**Review and Inspection Period**”) to review all matters contained in the Title Commitment and identified on the Survey (both as defined in Section 5.4, below), and to inspect the Leased Premises and conduct such engineering and environmental tests (including a Phase I Assessment and, with Landlord’s consent, not to be unreasonably withheld, conditioned, or delayed, a Phase II Assessment) of the Leased Premises as Tenant deems advisable in its sole and absolute discretion, and at Tenant’s cost and expense. Tenant shall be liable for damage or injury to person or property resulting from any inspections or investigations performed by Tenant, its employees, agents, or contractors, and Tenant shall indemnify Landlord from any and all claims, damages and reasonable costs actually incurred by Landlord as a result of the negligent or willful acts of Tenant, its agents, consultants, or employees while at the Leased Premises for the purpose of conducting any such inspections, except that Landlord shall be responsible for any damage, injury, or death resulting from the negligent or willful acts or omissions of Landlord, its agents, or employees. At the conclusion of any testing performed by or on behalf of Tenant, Tenant shall return the Leased Premises as nearly as possible to their pre-testing and pre-inspection condition, ordinary wear and tear excepted. If Tenant determines, in its sole and absolute discretion, that the Leased Premises are unacceptable for any reason whatsoever, Tenant shall have the right to terminate this Lease, without penalty, by providing Landlord written notice thereof prior to the expiration of the Review and Inspection Period, and upon Tenant’s delivery of such notice, neither party shall have any further rights or obligations hereunder, except for matters that by the express terms hereof survive termination.

5.2 Permit Period. If Tenant does not terminate the Lease as provided in Section 5.1 above, then commencing on the day after Landlord’s Approval Date (as defined in Section 7.2 below) Tenant shall have ninety (90) days (the “**Permit Period**”) to obtain the any site plan approval, conditional land use approval, signage permits, any and all building permits necessary, and any other permits or approvals necessary to allow Tenant to construct the Tenant Improvements in accordance with Tenant’s plans and specifications (collectively, the “**Tenant Approvals**”). In addition, Tenant shall be responsible (at its own cost and expense) for obtaining any and all zoning approvals required to permit Tenant to operate a banking facility with drive-through lanes on the Leased Premises (such additional approvals shall be deemed to a part of the Tenant Approvals).

If Tenant is unable to obtain the Tenant Approvals to permit the operation of a banking facility with drive-through lanes on the Leased Premises, Tenant shall have the right to terminate

this Lease, without penalty, by giving Landlord written notice thereof prior to the expiration of the Permit Period (as the same may be extended), in which event neither party shall have any further rights or obligations hereunder, except for matters that by the express terms hereof survive termination.

In the event Tenant is diligently pursuing the Tenant Approvals and Tenant has not been able to obtain the Tenant Approvals within such Permit Period, then, provided that Tenant continues to diligently pursue obtaining the Tenant Approvals, the Permit Period and Tenant's right to terminate this Lease pursuant to this Section shall be extended for an additional forty-five (45) days. If Tenant is unable to obtain the Tenant Approvals, Tenant shall have the right to terminate this Lease, without penalty, by giving Landlord written notice thereof prior to the expiration of the Permit Period (as the same may be extended), in which event neither party shall have any further rights or obligations hereunder, except for matters that by the express terms hereof survive termination.

5.3 Review Documents. Landlord represents and warrants that it shall, on or before five (5) business days following the Commencement Date, deliver to Tenant, true and correct copies of all existing environmental reports, engineering reports, soils tests, permits, reports, title policies or commitments, surveys, agreements regarding easements, existing leases, covenants and restrictions, correspondence regarding any proposed rights of way, construction and signage requirements, and other similar documents (whether finalized or in draft form), if any, pertaining to the Leased Premises that are within Landlord's possession or control, as well as such other documents pertaining to the Leased Premises in Landlord's possession or control that Tenant reasonably requests (collectively, such items are referred to herein as the "**Review Documents**"). The Review Documents shall include, but not be limited to, that Phase I Environmental Site Assessment Report prepared by PM Environmental, Inc., dated January 7, 2019 (the "**Existing Phase I**"), a copy of which Tenant acknowledges it has already received. Landlord represents and warrants that from and after the Commencement Date, it shall not enter into any leases, encumbrances or other arrangements of any kind whatsoever pertaining to the Leased Premises which would adversely affect Tenant's leasehold interest in the Leased Premises without the prior written consent of Tenant, not to be unreasonably withheld, conditioned or delayed.

5.4 Title Commitment. Within five (5) days of the Commencement Date, Landlord will provide to Tenant, at Landlord's sole cost and expense, a title commitment from a title company (the "**Title Company**") reasonably acceptable to Tenant (the "**Title Commitment**"), whereby the Title Company will agree to issue a policy of title insurance insuring Tenant's leasehold interest in the Leased Premises upon recordation of a memorandum of lease, subject only to those exceptions approved by Tenant in writing delivered to Landlord. Tenant shall provide any objections to the Title Commitment to Landlord in writing no later than five (5) days prior to the end of the Review and Inspection Period. If Landlord is unable to remove any exceptions that are not approved by Tenant, then Landlord shall so notify Tenant in writing of Landlord's inability to do so within (5) days from Tenant's objection and Tenant may terminate this Lease upon written notice to Landlord within fifteen (15) days after its receipt of Landlord's notice. This Lease shall be subject to all exceptions and other matters of title approved by Tenant.

6. LANDLORD'S WORK; DELIVERY OF THE LEASED PREMISES; MAIN DRIVEWAY.

6.1 Landlord's Work. Landlord shall deliver the Leased Premises to Tenant in its "as is", "where is" and "with all faults" condition. Landlord shall have no obligation to make any repairs, alterations or improvements to the Leased Premises for Tenant's use and operation of the Leased Premises, which will be Tenant's obligation at its sole cost and expense.

6.2 Delivery of the Leased Premises. Landlord shall deliver the Leased Premises to Tenant on the date that Tenant receives the Tenant Approvals as defined in Section 5.2 above, with evidence of such delivery in writing, by March 1, 2023 (the "**Scheduled Delivery Date**," provided that the actual date on which Landlord delivers the Leased Premises to Tenant shall be the "**Delivery Date**"). If Landlord does not deliver the Leased Premises to Tenant in the condition required herein by the Scheduled Delivery Date, Tenant shall have the right, in Tenant's sole and absolute discretion, to terminate this Lease by providing written notice to Landlord no later than thirty (30) days after the Scheduled Delivery Date. If Tenant does not terminate this Lease as aforesaid, this Lease shall remain in effect and Landlord shall deliver the Leased Premises to Tenant on the date Landlord receives notice that Tenant has received the Tenant Approvals; provided, however, if the Delivery Date has not occurred within thirty (30) days after the Scheduled Delivery Date (the "**Outside Delivery Date**"), Tenant shall once again have the right to terminate this Lease by providing Landlord written notice thereof within thirty (30) days after the Outside Delivery Date. Upon Tenant's delivery of a termination notice as provided herein, the Lease shall immediately terminate and neither party hereto shall have any further obligations hereunder except those which survive the termination of the Lease.

As soon as practicable after Landlord has delivered the Leased Premises to Tenant, Landlord and Tenant shall execute an agreement substantially in the form attached hereto as Exhibit E for the purpose of memorializing the Delivery Date along with the other dates set forth therein.

7. TENANT IMPROVEMENTS.

7.1 Construction. Subject to Sections 7.2 and 7.3 below, Tenant shall have the right, but not the obligation, at Tenant's sole cost and expense, to construct Tenant improvements on the Leased Premises consistent with the Tenant's Plans (as hereinafter defined) (the "**Tenant Improvements**"). Tenant shall construct the Tenant Improvements in a good and workmanlike manner and in conformity with all applicable governmental laws, ordinances, rules, orders, and regulations, as well as the Americans with Disabilities Act of 1991.

7.2 Landlord's Approval of Tenant's Plans and Specifications. Tenant's plans and specifications for the Tenant Improvements shall be subject to Landlord's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Tenant (at its sole cost and expense) shall submit to Landlord within forty-five (45) days from the expiration of the Review and Inspection Period, as provided in Article 5 above, test fit/hardline plans and specifications for the construction of the Tenant Improvements, including Tenant's exterior signage, drawn to scale ("**Tenant's Plans**") for Landlord's review. Subject to Section 7.3, below, within fifteen (15) days

after Landlord's receipt of Tenant's Plans, Landlord shall notify Tenant of any changes Landlord may require. If Landlord fails to notify Tenant of any such changes within such fifteen (15) day period, Tenant shall notify Landlord in writing of such failure and if Landlord thereafter fails to respond within five (5) days of such notice, Landlord shall be deemed to have approved Tenant's Plans as submitted. Tenant shall respond to any Landlord comments within ten (10) business days after receipt of same. Landlord shall likewise respond to any revised plans within ten (10) business days after receipt of same, and the process shall continue until the plans are approved (or deemed approved) (the date Landlord approves, or is deemed to have approved Tenant's Plans, herein referred to as, "**Landlord's Approval Date**").

7.3 Meijer Approval Contingency. Landlord's obligations hereunder are expressly contingent upon Landlord's ability to obtain any and all approvals required by Good Will Co., Inc., or its successors or assigns ("**Meijer**"), pursuant to the Declaration of Restrictions dated May 20, 2015, recorded in Liber 48243, Page 549, as amended, in the Oakland County public records, which Landlord shall promptly request, at its sole cost and expense (the "**Meijer Approval**"). Landlord shall request the Meijer Approval promptly after Tenant provides Landlord with a concept plan sufficient to submit to Meijer, or upon Landlord's receipt of Tenant's Plans from Tenant, whichever is earlier. So long as Landlord uses commercially reasonable efforts to obtain the Meijer Approval, Landlord's obligations pursuant to Section 7.2 to respond to Tenant shall be automatically extended until a date that is three (3) business days after Landlord receives approval of or requested changes to Tenant's Plans from Meijer. Prior to or in connection with Landlord's approval of Tenant's Plans, Landlord shall provide Tenant with written verification of the Meijer Approval. For avoidance of doubt, Landlord's Approval Date shall not be prior to Tenant's receipt of written verification of the Meijer Approval. If Landlord is unable to obtain the Meijer Approval by the expiration of the Outside Delivery Date, then either Landlord or Tenant may terminate the Lease without penalty, upon providing written notice to the other (the "**Meijer Termination Notice**"). Upon delivery of the Meijer Termination Notice, the Lease shall immediately terminate and neither party hereto shall have any further obligations hereunder except those which survive the termination of the Lease.

7.4 Governmental Approvals and Permits. In the event that Tenant constructs the Tenant Improvements, Tenant shall be responsible (at its own cost and expense) for securing all building permits and other governmental approvals required to commence and complete the Tenant Improvements. Landlord, at Tenant's request, shall cooperate with Tenant in obtaining all such permits and approvals, with such cooperation including but not being limited to the signing of permit applications and similar documents on which the signature of the owner of the Land is required, provided that same shall be at no out-of-pocket cost to Landlord, and provided further that Landlord shall sign any applications or other documents reasonably required by Tenant within five (5) business days of its receipt thereof from Tenant or Tenant's agents or contractors. Tenant hereby agrees to apply for the Tenant Approvals promptly after the Landlord's Approval Date and Tenant agrees to diligently pursue the Tenant Approvals. If, despite its diligent efforts, Tenant is unable to obtain the Tenant Approvals by the end of the Permit Period, as the same may be extended, Landlord shall have the right, but not the obligation, to extend the Permit Period by thirty (30) days in order to obtain such permits and approvals on Tenant's behalf.

7.5 Encumbrances. If Tenant is unable to obtain all permits and approvals required to allow Tenant to construct the Tenant Improvements (including, without limitation, any required approvals relating to Tenant's use of the Leased Premises), or a temporary or final certificate of occupancy, as a result of the existence of any encumbrance or violation pertaining to the Leased Premises which is Landlord's responsibility to cure or remove ("Encumbrance"), then Tenant's non-monetary obligations under this Lease shall be postponed and its monetary obligations shall be abated (or delayed if the Rent Commencement Date has not yet occurred) by one (1) day for each day Tenant is delayed in obtaining the aforementioned permits, approvals or certificates of occupancy solely as a result of the existence of the Encumbrance, from the date on which Tenant notifies Landlord that such Encumbrance is causing a delay, until the earlier to occur of (a) the date on which Tenant's approvals, permits and/or certificates of occupancy are available to be obtained, or (b) the date on which Landlord cures or removes the Encumbrance and notifies Tenant in writing that the Encumbrance has been cured or removed.

7.6 Ownership of Tenant Improvements. Throughout the Term of the Lease, the Tenant Improvements and any other improvements of any kind or nature (including, but not limited to, fixtures, equipment and other materials or items) that may be placed upon, installed in or attached to the Leased Premises by Tenant shall, for all purposes, be the property of and assets of Tenant. Tenant shall be solely entitled to any rights or benefits associated with its ownership of the Tenant Improvements and such improvements, fixtures, equipment and other materials or items placed upon, installed in or attached to the Leased Premises by Tenant, including, but not limited to, any depreciation, tax credits or other tax benefits. Notwithstanding the foregoing, the Building, Existing Improvements and Tenant Improvements, excluding any removable personal property and Tenant's Business Equipment (as defined in Section 14), shall remain on the Leased Premises after the termination of this Lease and shall thereupon become the property of Landlord.

7.7 ATMs. Subject to any applicable governmental approvals and approval by Meijer if required under the REA, Tenant shall have the right to install, operate and maintain on the Leased Premises up to five (5) automated teller machines and their facilities or reasonable substitutes therefor, or the technological evolution thereof (collectively, "ATMs"), without Landlord's consent. Subject to applicable laws and ordinances and approval by Meijer if required under the REA, Tenant shall be entitled, at Tenant's sole cost and expense, to install on the ATMs (a) its standard ATM surround, (b) its standard ATM canopy and/or sunscreen, and (c) its standard signage, which signage shall be subject to all applicable governmental laws, rules, regulations, codes and other approvals.

7.8 Lighting and Security. Tenant shall have the right to provide security and lighting for the Leased Premises in accordance with the requirements of applicable law and subject to approval by Meijer if required under the REA and Tenant's own lighting and security standards and protocols. If required by applicable law, or if deemed necessary by Tenant, in its sole discretion, to protect the health and safety of its customers, agents, employees, contractors and invitees, Tenant shall have the right, at Tenant's sole cost and expense, to add supplemental security measures and/or lighting on the Leased Premises at any time during the Term of this Lease, subject to approval by Meijer if required under the REA. Tenant may, in its sole and absolute discretion and at its own expense, hire its own security guards to protect the Leased

Premises and Tenant's employees, customers and other invitees. Tenant shall be solely responsible, at Tenant's sole expense, for the supervising of any such security guards and shall defend, indemnify and hold Landlord harmless against any claims, losses and damages arising out of the actions of any security guards employed by Tenant at the Leased Premises. Any security guards hired by Tenant will be for the sole benefit of Tenant and its employees, agents, and customers.

7.9 Parking. The Leased Premises shall include on-site parking (i.e., within the boundaries of the Land) for the exclusive use of Tenant's employees, customers, associates, and agents, and the number of parking spaces shall be in accordance with the number required by governmental authorities having jurisdiction over the Leased Premises ("**Tenant's Exclusive Parking Spaces**"). Subject to governmental approvals and approval by Meijer if required under the REA, Tenant shall have the right to place signage on Tenant's Exclusive Parking Spaces noting that they are for the exclusive use of Tenant's customers during business hours.

7.10 Impact Fees. Tenant shall be responsible only for impact fees, if any, imposed upon Tenant's construction of the Tenant Improvements. Tenant shall not be subjected to any expense in any way relating to (i) bonds or assessments that may be imposed by local utility districts as of the date the Lease is fully executed, or (ii) impact fees imposed by governmental authorities for the development of any public thoroughfares or other things to be dedicated to the public, and Landlord shall indemnify and hold Tenant harmless therefrom.

7.11 Construction of Common Area. Tenant shall not be required to construct or install any common area improvements on or about the Leased Premises.

7.12 Landlord Cooperation with Meijer Approvals. In addition to any other obligations contained in this Lease, throughout the Term of this Lease, should Tenant require the approval of Meijer under the REA for any construction, maintenance, repair, replacement, improvement, or related activity conducted at the Leased Premises permissible under this Lease, Landlord, as owner of the Leased Premises, shall use commercially reasonable best efforts to cooperate with Tenant, at no out-of-pocket cost to Landlord, to the extent required by Tenant to obtain such approval.

## 8. USE.

8.1 Permitted Use. The Leased Premises may be used and occupied by Tenant (and its successors, assignees and subtenants) for the purpose of conducting the business of a Financial Services Institution and/or ATM Facility and related uses, and for general business office purposes, parking, or any other legally permitted use. Notwithstanding the foregoing, any use of the Leased Premises shall be subject to any use restrictions set forth in the REA. Landlord hereby represents and warrants to Tenant that as of the Effective Date, Landlord has no actual knowledge of any exclusive use rights to which the Lease Premises are subject to other than as set forth in the REA. As used in this Lease, the term "**Financial Services Institution**" shall mean any entity engaged in any one or more of the following activities: (a) operation of a commercial bank, savings bank, savings and loan association, credit union, mutual or thrift association, or any other institution that accepts deposits of money; (b) operation of any sort of automated teller machine, remote/off-site teller machine, cash dispensing machine, or other similar machine; (c) operation of a stock

brokerage firm; (d) operation of a mortgage broker; (e) operation of a finance company, mortgage company or any other institution that lends money; (f) investment banking; (g) private banking; (h) wealth management services; (i) insurance brokerage; and (j) any other financial services or related financial products Tenant is permitted to offer by law. “**ATM Facility**” shall mean any entity engaged in providing financial services, including, without limitation, proprietary financial products whether delivered by means of automated teller machines or other self-service banking devices capable of accepting and operating with any and all credit, debit, and/or identification cards or by other means, as may exist in the future through advances in technology (“ATMs”); and/or by virtual or video service or online teller assistance technologies (“ATAs”), or the technological evolution thereof; and/or via on-site personnel and/or remote access to representatives of Tenant or its Affiliates. The foregoing uses are collectively defined herein as “**Financial Services Use**”.

8.2 Intentionally Omitted.

8.3 Access. Tenant, its agents, employees, and invitees shall be allowed access to the Leased Premises twenty four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

8.4 Occupancy. Tenant is not required to construct the Tenant Improvements or any other improvements on the Leased Premises, to occupy the Leased Premises, or to conduct any business therein, and neither failure to construct any improvements, failure to occupy or operate on the Leased Premises, nor abandonment of the Leased Premises by Tenant, shall constitute a default or breach of the terms and provisions of this Lease as long as Tenant continues to pay Base Rent and other sums due hereunder.

8.5 Antennae Rights. Tenant has the right, in Tenant’s sole and absolute discretion, to install, operate, maintain, repair and replace antennae, satellite dishes, and reflectors of any kind, size or type (including television, satellite, telephone, radio, microwave and data transmitting and receiving antennae and reflectors) (collectively, “**Antennae**”), on the roof of the Building for the transmission and reception of microwave, television, telephone, radio, data and other communication or related signals, provided that Tenant will ensure that its installation and usage of the Antennae comply with all applicable laws and the REA and the Cell Tower Lease and that Tenant obtains all necessary governmental approvals and permits before installing the Antennae. Notwithstanding the foregoing, there shall be a maximum of two (2) Antennae located on the roof of the Building at any time during the Term of this Lease. Tenant will promptly pay any tax, license or permit fees charged pursuant to any law in connection with the installation, maintenance or operation of any Antennae and comply with all laws applicable to the same.

8.6 Merchant Association; Common Promotion. Tenant shall not be required to (a) participate in any merchant association now or hereafter formed for or on behalf of the merchants of the Shopping Center (“**Merchant Association**”); (b) participate in any advertising or promotional campaigns sponsored by Landlord or a Merchant Association with respect to the Shopping Center (“**Common Promotion**”); or (c) pay any fees associated with any Merchant Association or Common Promotion.

8.7 Installation and Use of Solar Panels. Tenant shall have the right, but not the obligation, to install solar panels on the roof of any building constructed on the Leased Premises by Tenant, or at other locations on the Leased Premises, and to power the Building and other Tenant improvements in whole or in part via such panels and to connect them to the relevant power grid. Tenant shall also have the right to enter into separate agreements with utility providers as required to permit the power generated by the panels to be used as permitted herein. If any portion of the electricity generated by any solar panels installed by Tenant is sold to a third-party vendor, Tenant shall be entitled to retain any and all proceeds resulting from such sale(s). Any installation and use of solar panels by Tenant pursuant to this Section 8.6 shall be in accordance with applicable laws and ordinances and any approval from Meijer required under the REA, and Landlord, as owner of the Leased Premises, shall cooperate with Tenant, at no out-of-pocket cost to Landlord, to the extent required to obtain governmental approvals and to enter into agreements with utility providers (e.g., easements, interconnection agreements, etc.) to give effect to this provision.

8.8 Installation and Use of Electric Vehicle Charging Stations. Tenant shall have the right, but not the obligation, to install on the Leased Premises vehicle charging stations and any ancillary equipment necessary to the installation and use of such stations (e.g., transformers, kiosks, signage, surveillance cameras, and data and electric cables and conduits). Further, Tenant shall have the right to enter into separate agreements with vehicle charging station providers to install and operate such stations, and Tenant shall be entitled to retain any and all proceeds resulting from such agreements. Any installation of charging stations by Tenant pursuant to this Section 8.7 shall be in accordance with applicable laws and ordinances and any approval from Meijer required under the REA, and Landlord shall cooperate with Tenant, at no out-of-pocket cost to Landlord, to the extent required to obtain governmental approvals and to enter into agreements (including, but not limited to, easements) with utility providers to give effect to this provision.

## 9. EASEMENTS, RESTRICTIONS AND AGREEMENTS REGARDING THE LEASED PREMISES.

9.1 REA. Landlord and Tenant acknowledge and agree that the Leased Premises are subject to and encumbered by that certain Declaration of Restrictions, dated May 20, 2015, in Liber 48243, at Page 549, that certain Nonexclusive Storm Water Discharge Agreement dated May 20, 2015 in Liber 48243, at Page 569, and that certain Access Easement Declaration, dated January 17, 2007, recorded in Liber 38768, Page 637, as amended, all being recorded in the Oakland County public records (collectively, the “**REA**”), attached hereto as **Exhibit D**. Landlord and Tenant further acknowledge and agree that the Leased Premises is known and defined as the “Developer Parcel” and the Shopping Center is known as the “Meijer Parcel” under the REA. Landlord and Tenant agree that any capitalized terms not specifically defined in this Lease but defined in the REA shall have the meaning ascribed to such terms in the REA. Tenant acknowledges that this Lease is subject to the terms and conditions of the REA.

9.2 Easements and Rights. Landlord and Tenant agree that Tenant shall have any and all rights, privileges, easements, and appurtenances belonging or in any way pertaining to the Leased Premises granted to Landlord as the owner of the Developer Parcel (i.e., the Leased Premises) under the REA. Additionally, Landlord agrees that to the extent permitted by the REA,

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Tenant shall have the right to enforce the remedies available to Landlord as the Owner of the Developer Parcel under the REA. In the event any such rights are required in order for Tenant to continue its quiet use and enjoyment of the Leased Premises for its Financial Services Use (including, without limitation, use of Tenant's ATMs, drive-through facility, signage, parking, lighting, and/or access/ingress/egress throughout the Shopping Center), Landlord shall cooperate with Tenant, at no out-of-pocket cost to Landlord, to attempt to cause the relevant party to the REA to comply with its obligations thereunder with respect to the Leased Premises to provide all such required services, access and/or utilities for the benefit of the Leased Premises and/or to reasonably and uniformly enforce the provisions of the REA. Failure or cessation in the furnishing of any services, utilities, parking or access shall not render Landlord liable to Tenant in any respect for damages to either persons or property, nor be construed as an eviction by Landlord, nor relieve Tenant from fulfillment of any covenant or obligation under this Lease; provided, however, in the event that any future (not existing as of the Commencement Date) covenants, conditions, restrictions, easements or similar agreements (or any amendment thereto) applicable to the Leased Premises prevent or materially impair Tenant's ability to operate Tenant's normal banking and financial services operations therein as contemplated by this Lease (any of the foregoing, a "**Disturbance**"), Tenant shall provide Landlord with prompt written notice thereof. Tenant shall be entitled to a one day tolling of any of its obligations under this Lease (including without limitation, its obligation to pay Rent and any additional rent), for each day after Landlord's receipt of written notice thereof that Tenant is unable to resume its normal business operations until such time as the Disturbance has been removed or cured and Tenant is able to resume normal use as contemplated by the Lease. In the event Landlord fails or refuses to cure or remove such Disturbance and Tenant is actually prevented from operating its normal business operations within the Leased Premises, ATMs or drive-through facility for a period exceeding thirty (30) or more consecutive days after written notice to Landlord, Tenant shall have the right to terminate this Lease by providing Landlord with written notice of such termination any time prior to such time as the cure or removal of such Disturbance is achieved. Notwithstanding the foregoing, if Tenant fails to give notice of such termination within one hundred eighty (180) days following the accrual of Tenant's termination right under this Section 9.2, Tenant shall be deemed to have waived such right.

9.3 REA Changes. During the Term of this Lease, as the same may be extended or renewed, Landlord will not authorize, permit, or approve any changes or modifications to the REA that would (a) adversely affect the Leased Premises (including, but not limited to, impairment of the sight lines to the Building and/or Tenant's signage erected pursuant to this Lease and the REA) or the main access drive; (b) adversely affect any easement or other rights created under the REA that benefit the Leased Premises; (c) increase Tenant's monetary or other obligations to operate its business on the Leased Premises pursuant to this Lease; or (d) materially affect Tenant's rights under the this Lease, without the prior written consent of Tenant.

9.4 Prohibited Uses. Landlord hereby represents and warrants to Tenant that the Cell Tower Tract (as defined in Section 9.5) and any other adjacent land that Landlord may acquire shall be used for purposes that are consistent with the operation of a first-class development. Without limiting the generality of the foregoing, the following uses shall not be permitted on the Cell Tower Tract or any other adjacent land that Landlord may acquire: drug store of any kind;

prescription pharmacy; a store selling liquor or spirits in package form and/or selling beer, wine and ale for off premises consumption; grocery store, including so-called specialty food store, health food store (other than a store whose primary operation is the sale of vitamins, minerals, and supplements (such as “Vitamin Shoppe”)), or ethnic food store; supermarket; combination food and general merchandise store; used car lot; bar; tattoo parlor; so called “head shop”; a business selling medical marijuana; any establishment selling or exhibiting drug-related paraphernalia; pawn shop; check-cashing, short-term loan, payday loan or other similar business, tavern or an amusement or recreation establishment, including without limitation a pool hall, bowling alley, massage parlor (other than a reputable national chain day spa or salon, such as “Massage Envy”), game center, gambling establishment, establishment with electronic gaming machines, theater, play house, night club, movie theater, a store that sells or rents videotapes, DVDs, video games or other comparable items that have a rating above NC-17 (or other comparable classification), adult book store, or establishment featuring a male or female revue or any other similar or related uses; any combination of, or parking to support, any or all of the foregoing prohibited uses. Tenant hereby represents and warrants to Landlord that the Leased Premises shall not be used for any use prohibited by the REA.

9.5 Matters Relating to Cell Tower Tract. Tenant hereby acknowledges that Landlord leases that certain tract of land identified as Oakland County Parcel Number 70-15-35-601-001 and comprising approximately 750 square feet of land (the “**Cell Tower Tract**”) to NEW PAR, a Delaware partnership, d/b/a Verizon Wireless (“**Verizon**”) pursuant to a separate Amended and Restated Lease Agreement dated January 1, 2017 (the “**Cell Tower Lease**”), and Landlord and Tenant acknowledge and agree that the Cell Tower Tract is a tract of land entirely separate from the Leased Premises as depicted on **Exhibit A**. Tenant further acknowledges that the Cell Tower Lease grants to Verizon a non-exclusive twenty foot (20’) wide ingress and egress easement extending from the nearest public right-of-way, Rochester Road, to the Cell Tower Tract.

Landlord hereby represents and warrants to Tenant that:

- (a) the Cell Tower Lease shall not impair Tenant’s use and enjoyment of the Leased Premises or burden or increase Tenant’s obligations under the Lease;
- (b) Verizon has no right to place, construct or operate any equipment on the Leased Premises; and
- (c) during the term of this Lease or any extension thereof, the Cell Tower Tract shall be used only for the purpose of maintaining, repairing and operating a communications facility and uses incidental thereto.

## 10. RENT.

10.1 Rent Commencement Date. Tenant’s obligation to pay Base Rent shall commence on the date that is the *earlier* to occur of (a) the date on which Tenant first opens for business to the public at the Leased Premises; or (b) ninety (90) days after the day on which Tenant obtains the Tenant Approvals (such date being herein referred to as the “**Rent Commencement Date**”). As soon as practicable after determination of the Rent Commencement Date, Landlord and Tenant

shall execute an agreement substantially in the form attached hereto as **Exhibit E** for the purpose of memorializing the Rent Commencement Date. The failure of either party to execute said instrument shall not affect Tenant’s obligation to pay Base Rent as of the Rent Commencement Date. However, Landlord acknowledges and agrees that Tenant shall not be required to pay any Base Rent until such agreement is fully executed and a copy thereof is delivered to Tenant, and Landlord further acknowledges and agrees that Tenant shall not be in default unless and until Tenant fails to pay, within thirty (30) days after the date on which Tenant receives the fully executed Rent Commencement Date Agreement, any and all Base Rent owed through the date of Tenant’s initial payment.

10.2 **Base Rent.** Commencing on the Rent Commencement Date and continuing throughout the Initial Term, Tenant shall pay base rent (the “**Base Rent**”) to Landlord in accordance with the following schedule:

<b>Lease Year</b>	<b>Annual Base Rent</b>	<b>Monthly Base Rent</b>
1-5	\$241,290.00	\$20,107.50
6-10	\$265,419.00	\$22,118.25
11-15	\$291,960.90	\$24,330.08

10.3 **Base Rent Payments.** Monthly installments of Base Rent shall be due and payable on the first (1<sup>st</sup>) day of each calendar month during the Term; provided, however, that if the Rent Commencement Date occurs on a day other than the first (1<sup>st</sup>) day of the month, then the first (1<sup>st</sup>) monthly installment of Base Rent shall be prorated accordingly with such prorated portion being due on the Rent Commencement Date. Base Rent for the final month of this Lease shall likewise be prorated if this Lease ends on other than the final day of a calendar month. The Base Rent shall be payable in lawful money of the United States to Landlord via ACH Payments in accordance with Section 10.6, or at the address herein provided or at any address designated by Landlord in writing as provided hereinbelow. Tenant shall pay Landlord a late charge equal to two and one-half percent (2.5%) of each installment of Base 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, provided that no such late charge shall accrue as to the first installment of Base Rent unless Landlord has executed and delivered to Tenant an agreement substantially in the form attached hereto as **Exhibit E**.

10.4 **REA Expenses.** Commencing on the Rent Commencement Date, and continuing throughout the Initial Term of this Lease and, if exercised by Tenant, the Renewal Term(s), Tenant shall also be obligated to timely pay, as additional rent, all assessments and fees applicable to the Leased Premises due to Meijer pursuant to the REA (the “**REA Expenses**”). At the commencement and expiration of the Term, REA Expenses required to be paid by Tenant under this Lease shall be apportioned, and Landlord shall pay that portion thereof applicable to the period before the Rent Commencement Date and after the expiration of the Term, respectively, if not renewed, but if the Term of this Lease is renewed or extended, then after the expiration of the last Renewal Term. Landlord hereby represents and warrants that such costs for the Leased Premises’ contribution to the REA Expenses is currently Two Thousand Eight Hundred Seventy-Five and No/100 Dollars (\$2,875.00) per year. Not less than sixty (60) days prior to the Rent

Commencement Date, Landlord shall provide Tenant with billing information for Meijer and Tenant shall pay Meijer directly for such REA Expenses beginning on the Rent Commencement Date, and deliver proof of payment to Landlord upon Landlord's written request. Once the Rent Commencement Date is established with reasonable certainty, Landlord shall also provide written notice to Meijer that Tenant will be paying the REA Expenses directly to Meijer, together with Tenant's contact information for the delivery of invoices or other communications under the REA. Tenant shall not be responsible for any payment under the REA that has not been billed in accordance with the terms of the REA.

10.5 W-9. Landlord shall complete and execute (and shall cause Meijer to complete and execute if Landlord requires Tenant to pay Meijer directly) a Request for Taxpayer Identification Number and Certification/Form W-9 and such other information as reasonably necessary for Tenant to make payments to Landlord or Meijer, as the case may be, simultaneously with Landlord's execution of this Lease, which form is attached hereto as **Exhibit F** or can be obtained at [www.irs.gov](http://www.irs.gov), and forward same to Bank of America, National Association, Attn: Michelle M. Parker.

10.6 ACH Payments. Tenant shall have the right to pay Base Rent and any other amounts due under this Lease to Landlord via Automated Clearing House payments ("ACH Payments"). Landlord agrees to cooperate with Tenant to complete all necessary forms (attached hereto as **Exhibit F-1**) and to provide any information needed to facilitate Tenant's ACH Payments within thirty (30) days of Tenant's written request therefor. Landlord agrees that the first late payment of Base Rent or any other amounts payable under this Lease due to the transitioning to ACH Payments shall not be considered a default or breach of this Lease. Tenant shall have the right from time to time to change Tenant's method of payment upon not less than thirty (30) days' prior written notice to Landlord.

## 11. TAXES.

11.1 Personal Property Taxes. From and after the Rent Commencement Date, Tenant shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against Tenant's personal property installed or located in or on the Leased Premises and that become payable during the Term hereof. If any taxes on Tenant's personal property are levied against Landlord or Landlord's property, and if Landlord pays the taxes on any such items, Tenant, within thirty (30) days of receipt of a detailed invoice therefor (together with a paid receipt), shall reimburse Landlord the sum of the taxes levied on Tenant's personal property against and paid by Landlord.

11.2 Real Property Taxes and Assessments. In addition to the Base Rent and any other charges provided for herein, from and after the Delivery Date, Tenant agrees to pay on demand at the times set forth below, all taxes, assessments (except as provided in Section 7.10 above or in Section 11.4 below), and any other impositions or charges which may be taxes (collectively, "Taxes"), and are charged, levied, assessed or imposed from and after the Delivery Date and during the Term of this Lease upon all or any portion of the Leased Premises and the improvements on the Leased Premises. Unless and until all invoices for Taxes are forwarded directly to Tenant by the taxing authority as outlined below, Landlord agrees to pay, before they become delinquent,

all Taxes lawfully levied or assessed against the Leased Premises. Landlord may elect to contest and dispute the same, and in such case, the disputed tax need not be paid until finally resolved if such delay in payment is permitted by law (provided that the cost of such contest or dispute will be at Landlord's expense unless Tenant specifically requests that Landlord undertake such contest or dispute on Tenant's behalf). Tenant shall reimburse Landlord for such Taxes attributable to the Leased Premises, paid by Landlord on behalf of Tenant, as additional rent, within thirty (30) days after request by Landlord and presentation of photocopies of written receipts from the taxing authorities evidencing that such Taxes have been paid. To the extent of any Taxes paid by Tenant to Landlord during the Term of this Lease (or any Renewal Term), Landlord shall promptly pay to Tenant any refunds or rebates thereof received by Landlord. Notwithstanding the foregoing, if the Leased Premises are not assessed as a separate parcel for Tax purposes, Landlord and Tenant shall use commercially reasonable efforts to cause the tax bills to be sent directly to Tenant from the tax collector and to cause the Leased Premises to be assessed separately and apart from any other land or improvements in the Shopping Center, and in such event Tenant shall have the right, but not the obligation, to pursue its own contest or appeal of any Taxes during the Term of this Lease as set forth in Section 11.3. If Landlord and Tenant are not able to cause tax bills to be sent directly to Tenant, Landlord agrees to forward to Tenant, within twenty (20) days after receipt by Landlord, each tax bill, notice of assessment or valuation, and other notices regarding Taxes pertaining to the Leased Premises. During the Term of this Lease, Tenant shall have the right to control any rendition of the Leased Premises for Taxes. Tenant may, at its option, pay any Taxes in installments to the extent permitted by applicable law. Tenant shall pay the Taxes not later than ten (10) days before the taxing authority's delinquency date. If Tenant shall fail to pay any Taxes when due, Landlord shall have the right to pay the same, in which case Tenant shall reimburse Landlord for such amount paid by Landlord within thirty (30) days of written notice to Tenant of Landlord's payment thereof, together with any late charge, interest and/or penalties paid by Landlord.

11.3 Right To Contest Taxes. Tenant, at its sole expense, shall have the right, but not the obligation, at any time, to seek a reduction in the assessed valuation of the Leased Premises and the improvements on the Leased Premises, if applicable, or to contest any taxes which are to be paid by Tenant. Landlord shall be required to join in any proceeding or contest brought by or in the name of Landlord or any owner of the Leased Premises as long as Landlord is not required to bear any cost or liability in connection with such proceeding or contest. The institution of any proceedings or contests, however, shall not release Tenant from paying any real property taxes, assessments, or other charges required to be paid by Tenant hereunder, but Tenant may defer payment pending the contest, if and to the extent permitted by applicable law without subjecting the Leased Premises to the possibility of foreclosure by the taxing authority. Landlord agrees to cooperate with Tenant and hereby appoints Tenant as its agent for the sole purpose of obtaining information and other data from the applicable taxing authority and instituting and maintaining any proceeding or contest allowed under this Section 11 with respect to all real property taxes, assessments or other charges in connection with the Leased Premises, or improvements on the Leased Premises, provided that Tenant shall give written notice to Landlord of any tax proceeding or contest and shall indemnify and hold harmless Landlord from and against any claims, liabilities, lawsuits or damages that may arise in connection with any such proceeding or contest. Any resulting refund shall be applied and paid first to reimburse Tenant for the costs and expenses of

the contest, then to Tenant to the extent the refunded tax or assessment was paid by Tenant, and the balance, if any, to Landlord.

11.4 Additional Taxes. Tenant shall not be required to pay any municipal, county, state, federal or other income, excise or franchise taxes of Landlord, or any municipal, county, state, federal or other estate, succession, inheritance, or transfer taxes of the Landlord, but Tenant shall be required to pay applicable rent taxes, if any. If and to the extent the State of Michigan, the City of Rochester Hills, the County of Oakland, or any other taxing authority imposes a “margin tax” upon a commercial entity (including landlords) doing business within their respective jurisdiction whereby a sales/proceeds benchmark is established and then in a given tax year, a tax is imposed upon the increase or “margin” in such sales/proceeds from doing business over such benchmark, such a tax would be tantamount to an income tax.

In the case of Tenant, such a margin tax (if assessed) owed during a given tax year would be based upon the proceeds of services and financial products offered by Tenant in furtherance of Tenant’s business operations. In the case of Landlord, or any landlord, any such margin tax (if assessed) owed during a given tax year would be based upon Landlord’s proceeds derived from rents it received. This differs from a rent tax, whereby taxes are assessed against a tenant on rents paid by that tenant. Here the margin tax assessed against Landlord would be on its sales/proceeds received, in the form of rent. Tenant acknowledges its obligation to pay any such margin tax assessed against Tenant under law. However, as is also the case with “business license tax” (or the like) imposed upon landlords generally in connection with the operation of their business, Tenant shall not be responsible for any margin tax assessed against Landlord. Such a margin tax would be assessed against rents/proceeds received by Landlord.

11.5 Proration. At the Delivery Date and the expiration date of the Term (or Tenant’s vacation of the Leased Premises if Tenant holds over), the Taxes required to be paid by Tenant under this Lease shall be apportioned, and Landlord shall pay that portion thereof applicable to the period before the Delivery Date and after the expiration of the Term (subject to any holdover period), respectively, if not renewed, but if the Term of this Lease is renewed or extended, then after the expiration of the last Renewal Term (subject to any holdover period).

12. MAINTENANCE OF LEASED PREMISES. From and after the Delivery Date and until such time as Tenant completes Tenant’s improvements to the Building and related facilities on the Leased Premises, Tenant, at its sole expense, shall maintain the Leased Premises in the same condition as existed on the Delivery Date. In the event Tenant constructs improvements to the Building and related facilities on the Leased Premises, Tenant, at its sole expense, shall maintain all portions (interior and exterior) of the Leased Premises in good condition, and repair, in the condition consistent with a first class outlot parcel in front of and adjacent to a first class retail operation, ordinary wear and tear excepted. Tenant’s maintenance of the Leased Premises shall include, without limitation, signage and other improvements located within the boundaries of the Leased Premises, provided that Tenant shall not be invoiced for the same costs pursuant to the REA. In the event Tenant constructs improvements to the Building and related facilities on the Leased Premises, Tenant obligations hereunder shall include, without limitation, the maintenance and repair of the roof, roof membrane, roof covering, parking lots, driveways, sidewalks and curbs, and the maintenance, repair and replacement of the foundations, load-bearing walls and structural

elements of the Existing Improvements, all other walls (interior and exterior), exterior areas to keep the same in compliance with all codes and regulations pursuant to any federal, state or local governmental law or regulation, inclusive, without limitation, of the provisions of the Americans with Disability Act of 1992, the plumbing, electrical and HVAC/mechanical systems, utilities, fixtures, pipes, floors, flooring, vents, lighting, storefronts, plate glass and glazing, ceilings and the fire protection and suppression system components within the Leased Premises, if applicable, resealing and restriping of the parking areas, snow and ice removal, landscaping, in order to maintain the Leased Premises in such required condition. Notwithstanding the foregoing, Landlord, at Landlord's sole cost and expense, shall be responsible for the replacement (but not maintenance or repair) of the roof, roof membrane, roof covering and the parking lots, driveways, sidewalks and curbs when necessary, except if due to the willful misconduct of Tenant or its contractors, agents or employees.

In addition to the rights and remedies of Tenant as set forth in Section 25 below, Tenant shall have the right to fulfill Landlord's obligations with respect to the replacement of the roof, roof membrane, roof covering or the parking lot in the event Landlord defaults on its obligations to do same if Tenant provides written notice to Landlord and Landlord has not commenced such cure within thirty (30) days of such notice as to matters relating to the roof, roof membrane or roof covering or sixty (60) days of such notice as to matters relating to the parking lot and diligently completes such replacements (subject to weather, force majeure). In such event, upon completion of such work, Tenant shall invoice Landlord with copies of supporting invoices and documentation and Landlord shall pay such invoice within thirty (30) days after receipt. In the event Landlord fails to make such payment, Tenant shall have the right to deduct its actual cost so incurred for such work from 50% of the next monthly installment(s) of Base Rent due until such actual cost is reimbursed. If Tenant provides written notice (or oral notice in the event of an emergency that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to its replacement obligations, and Landlord fails to commence such action within thirty (30) days after receipt (or as soon as possible in the case of an emergency) and to diligently pursue such work to completion, then Tenant shall have the self-help cure rights and offset rights provided above.

Landlord shall have the right to fulfill Tenant's obligations set forth in this Section in the event Tenant defaults on its obligations to do same if Landlord provides written notice to Tenant and Tenant has not commenced such cure within sixty (60) days of such notice and diligently completes such obligations (subject to weather, force majeure). In such event, upon completion of such work, Landlord shall invoice Tenant with copies of supporting invoices and documentation and Tenant shall pay such invoice within thirty (30) days after receipt. Notwithstanding the foregoing, Landlord shall not make any alterations to the Leased Premises without first obtaining Tenant's consent, not to be unreasonably withheld, conditioned or delayed.

13. ALTERATIONS AND ADDITIONS. Tenant shall have the right, at any time, to make any alterations, additions, or improvements to the Leased Premises as Tenant deems reasonable, in its sole and absolute discretion, without the prior written consent of Landlord and without the payment of any additional rent, provided such alterations, additions or improvements do not violate local zoning ordinances or the REA. Notwithstanding the foregoing, after completion of the

Tenant Improvements, if constructed in accordance with Section 7, Tenant shall not make any alterations, additions or improvements to the Building that would adversely affect the mechanical, electrical, plumbing, life-safety, or other building systems or the exterior appearance or the structural integrity of the Building, the foundation or the roof without first obtaining Landlord's prior written consent thereto (which consent shall not be unreasonably withheld, conditioned or delayed). The foregoing notwithstanding, with respect to any alterations or improvements costing in the aggregate more than Fifty Thousand and No/100 Dollars (\$50,000.00), Tenant shall (i) obtain Landlord's written consent, not to be unreasonably withheld, conditioned or delayed; (ii) provide Landlord with written notice and a scope of work (or plans and specifications, if applicable) at least thirty (30) days prior to undertaking them; (iii) provide Landlord with as-built plans and specifications related to such alterations (if a building permit is required) upon completion of same; and (iv) shall coordinate its construction activities with Landlord in advance. Any such alterations shall be of first-class and workmanlike quality and material and shall be in compliance with all applicable Laws. Except as provided in Section 30 below, all alterations, additions, and improvements made or installed upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord upon the expiration or earlier termination of this Lease. Should any such alterations, additions or improvements require the consent of Meijer, Landlord hereby agrees to cooperate with Tenant and use commercially reasonable efforts to obtain such consent from Meijer under the REA on behalf of Tenant.

#### 14. EQUIPMENT, FIXTURES AND SIGNS.

14.1 Tenant's Business Equipment. Tenant shall have the right to erect, install, maintain and operate on, and remove from, the Leased Premises such equipment, trade and business fixtures, signs and other personal property as Tenant may deem necessary or appropriate (together, "**Tenant's Business Equipment**"), including, but not limited to, the following (whether or not installed so as to be fixtures under applicable law): safe deposit boxes, vault doors, automated teller machines and other self-service banking devices, drive-in window systems, undercounter steel, telephone and other communications systems and equipment (including any Antennae and related equipment), security systems, computer systems and printers and other computer-related equipment, furniture, furnishings, books, files and records, and such shall not be deemed to be part of the Leased Premises, but shall remain the property of Tenant. Tenant shall not be required to remove the safe deposit boxes, vault, vault doors, drive-in window systems, undercounter steel, telephone and other communications systems and equipment (including any Antennae and related equipment on the roof of a building or elsewhere), security systems, and furniture at the expiration or earlier termination of this Lease and if such items are left in the Building or elsewhere on the Leased Premises for more than thirty (30) days after the expiration or termination of this Lease, all such items shall be deemed abandoned by Tenant and shall become the property of Landlord, subject to Section 17 below.

#### 14.2 Intentionally Omitted.

14.3 Building and Leased Premises Signage. Subject only to applicable laws, ordinances and regulations and the REA, Tenant shall have the right to install, at Tenant's sole cost and expense, Tenant's prototypical signage on or about the Leased Premises, including signage on all



four (4) sides of the Building (as generally shown on **Exhibit C** attached hereto). Landlord shall cooperate with Tenant in obtaining any required permits and licenses to install Tenant's signage, and Tenant agrees to reimburse Landlord for any reasonable, actual out-of-pocket expenses incurred by Landlord in connection with obtaining any necessary permits or licenses for Tenant's signs. Additionally, Tenant shall be allowed to install directional signage and a free standing monument sign on or about the Leased Premises, subject to the REA. All standard signage will incorporate the following elements of standard Bank of America ("**BAC**") signage: (a) standard BAC signature; (b) BAC blue, BAC red, and white colors; (c) standard sign design; (d) standard internal illumination; and (e) size and positioning appropriate to lines of sight. Landlord agrees that Tenant may install illuminated interior signage, multi-media, and/or merchandising materials within the Leased Premises, all without Landlord's consent, and shall have the right to place temporary branded "*coming soon*" signage on or about the Leased Premises, and to display promotional banners and awnings in and about the Leased Premises for its grand opening, subject to applicable governmental approvals and the REA. During the Term of this Lease, Tenant shall have the right, subject only to applicable governmental approvals and the REA, to make modifications or improvements to its existing corporate signage to reflect any revised corporate identification.

15. ASSIGNMENT AND SUBLETTING. Tenant may assign this Lease or sublet the whole or any part of the Leased Premises, with notice to Landlord but without Landlord's consent, to (a) any parent, subsidiary or affiliate of Tenant (including a partnership in which Tenant or an affiliate of Tenant is a partner), which shall include without limitation an assignment of Tenant's interest under this Lease by operation of law, or as the consequence of a merger of Tenant into or with another entity (a "**Merged Entity**"); (b) any subsidiary, parent company, or affiliate of a Merged Entity; (c) any entity succeeding to the business and assets of Tenant; (d) any other financial institution; or (e) any entity controlling, controlled by, or under common control with Tenant. Otherwise, Tenant shall not assign this Lease to any other third party without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Except by operation of law, no assignment or subletting or collection of rent from the assignee or subtenant shall be deemed to constitute a novation or in any way release Tenant from further performance of its obligations under this Lease; and Tenant shall continue to be liable under this Lease for the balance of the Initial Term and any Renewal Term, the option for which was exercised by Tenant or included in the sublease or assignment by Tenant, with the same force and effect as if no such sublease or assignment had been made, unless otherwise released by Landlord in writing. As long as Tenant remains liable under this Lease, any subrent received by Tenant (in excess of rent paid hereunder) shall be the sole property of Tenant and shall not be subject to division with Landlord. Landlord shall not have the right to recapture the Leased Premises because of Tenant's receipt of subrent or Tenant's assignment/subleasing. If requested by Tenant, Landlord, upon fifteen (15) business days' notice, shall provide to any subtenant of Tenant which leases the entire Leased Premises, or Tenant's assignee, with a recognition and non-disturbance agreement from Landlord and any party maintaining a lien granted by Landlord encumbering the Leased Premises.

16. SECURE AREAS. Notwithstanding any provision in this Lease to the contrary, Tenant designates as "**Secure Areas**" those portions of the Leased Premises which contain Tenant's

vaults, safes, safe deposit boxes and cash counters. Except in an emergency situation, Landlord will, in connection with any entry by Landlord onto the Leased Premises, avoid such Secure Areas and otherwise abide by such reasonable rules, regulations and procedures as Tenant may from time to time establish with respect to entry into such Secure Areas, including limitation as to time of entry, purpose of entry, and controls by Tenant with respect to the conduct of such entry, including accompaniment by designated representatives of Tenant.

17. CUSTOMER INFORMATION PROTECTION; PROTECTED ITEMS. Notwithstanding any provision in this Lease to the contrary, throughout the term of the Lease and any extensions thereof, no computer servers, desktop stations, laptops, files or other personal property at the Leased Premises which could reasonably be expected to contain customer information (collectively, the “**Protected Items**”) shall become the property of Landlord, and such Protected Items shall be disposed of by Landlord only in accordance with this paragraph. If, after the expiration or earlier termination of the Lease, any Protected Items remain in the Leased Premises, Tenant shall retain complete ownership and control of the Protected Items and Landlord shall notify Tenant in writing that such Protected Items remain in the Leased Premises. If Tenant fails to retrieve the Protected Items within thirty (30) days from its receipt of such notice, Landlord may arrange for storage of such Protected Items at Tenant’s cost for a period of not less than ninety (90) days, after which time Landlord may deem the Protected Items abandoned, and Landlord shall no longer be responsible for holding or storing the Protected Items. Landlord may thereafter destroy any remaining Protected Items in accordance with applicable laws and at Tenant’s expense. The parties acknowledge that the Protected Items may contain sensitive, confidential and/or proprietary information which is subject to federal regulations as to ownership, possession, storage, disposal, removal or other handling.

18. ECONOMIC SANCTIONS; OFAC.

18.1 Landlord represents that neither Landlord nor any of its subsidiaries or, to the knowledge of the Landlord, any director, officer, employee, agent, affiliate or representative of the Landlord, nor any third-party to whom Landlord directs Tenant to make any payments required by this Lease, is an individual or entity (“**Person**”) currently the subject of any sanctions administered or enforced by the *United States Department of Treasury’s Office of Foreign Assets Control* (“**OFAC**”), or other relevant sanctions authority (collectively, “**Sanctions**”), nor is the Landlord located, organized or resident in a country or territory that is the subject of Sanctions; and Landlord represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable law, rule or regulations.

18.2 Likewise, Tenant represents that neither Tenant nor any of its subsidiaries or, to the knowledge of the Tenant, any director, officer, employee, agent, affiliate or representative of the Tenant is a Person currently the subject of any Sanctions administered or enforced by OFAC, or other relevant sanctions authority, nor is the Tenant located, organized or resident in a country or territory that is the subject of Sanctions; and Tenant represents and covenants that it has not knowingly engaged in, is not now knowingly engaged in, and shall not engage in, any dealings or transactions with any Person, or in any country or territory, that is the subject of Sanctions, unless allowable under applicable law, rule or regulations.

18.3 Landlord and Tenant each hereby agrees to indemnify, defend and hold the other harmless from and against any and all claims, losses, and damages (including attorneys' fees and costs) arising from or related to any breach of the foregoing certifications.

18.4 Landlord shall provide Tenant with at least thirty (30) days prior notice of any assignment or transfer of this Lease, which notice shall include the transferee's name, address, tax identification number, and state/province and country of formation.

19. UTILITY CHARGES. Landlord represents and warrants to Tenant that all standard utilities (e.g., water, electric, telephone, etc.) currently service the Existing Improvements. From and after the Delivery Date, Tenant shall be solely responsible for the connection of such utilities to the Building and, if constructed, the Tenant Improvements. Tenant agrees to pay before delinquency all charges for any utilities furnished to and used by Tenant at the Leased Premises, including, but not limited to, water, electricity, gas, telephone, rubbish, and sewage disposal.

20. TENANT'S INSURANCE. Commencing on the Delivery Date, and continuing throughout the remainder of the Term, Tenant shall procure and maintain the insurance coverages set forth in, and in accordance with, the provisions of the following subsections of this Section 20.

20.1 Property Insurance. Tenant shall insure the Building against loss or damage by fire and other casualties included in the so-called "Special Form Coverage Endorsement" in an amount not less than one hundred percent (100%) of the replacement cost thereof (but excluding the cost of the foundation, excavation and footings).

20.2 Commercial General Liability Insurance. Tenant shall insure the Leased Premises against public liability and property damage arising by reason of occurrences within the Leased Premises in the amount of not less than Two Million and No/100 Dollars (\$2,000,000.00) with respect of loss or damage to property, in the amount of not less than Five Million and No/100 Dollars (\$5,000,000.00) in respect of injury to or death of any one person, and in like amounts covering Tenant's contractual liability hereunder. Tenant shall also provide comprehensive automobile liability insurance, including hired, owned or non-owned vehicles (including vehicles provided by Tenant) and contractual liability, with bodily injury, death and property damage minimum limits of Five Million Dollars (\$5,000,000) per accident, and Worker's Compensation insurance coverage adequate to comply with all statutory requirements covering all persons employed by Tenant. The insurance coverages required hereunder may be provided via umbrella or excess coverage, and the Leased Premises may be insured under a blanket policy providing coverage for the Leased Premises and other locations. Tenant shall also maintain business/rental interruption insurance coverage for twelve (12) months of Base Rent and other charges due hereunder.

20.3 Coverages and Standards. Tenant's insurance shall be written by companies qualified to do business in the State of Michigan which have a rating from Best's of at least A-/VII, and are legally qualified to issue such insurance. It is agreed and understood that the insurance coverages maintained by Tenant provided for herein may be maintained pursuant to master policies of insurance covering other locations of Tenant or its corporate affiliates. It is further agreed and understood that Tenant may satisfy any of the insurance coverages provided herein by umbrella

coverage. All insurance policies required to be maintained by Tenant hereunder shall include Landlord as an additional insured (and, if requested by Landlord, Landlord's mortgagee as loss payee, as their interests appear). A certificate of insurance evidencing such coverage as required hereby shall be, upon written request from Landlord, provided by Tenant to Landlord prior to the Delivery Date, and Tenant shall thereafter deliver to Landlord a certificate of insurance evidencing such coverage on an annual basis no later than March 31<sup>st</sup> of each calendar year (provided, however, Tenant's failure to provide such evidence of insurance shall not be an Event of Default hereunder until Landlord has delivered to Tenant a notice in writing that Tenant has failed to deliver such certificate and Tenant thereafter fails to deliver such certificate to Landlord within fifteen (15) days of such written request). The limits of Tenant's insurance shall not limit Tenant's liability under this Lease, at law, in equity or otherwise. All policies of Tenant's insurance shall be primary and not excess over, or contributing with, any insurance purchased or maintained by Landlord.

20.4 Self-Insurance. Notwithstanding the foregoing, or any other provision in this Lease to the contrary, so long as Bank of America, National Association (including any entity which controls, is controlled by, or is under common control with Bank of America, including, without limitation, Bank of America Corporation, and any subsidiary thereof, and the successors and assigns of such entity) is Tenant under this Lease (or remains primarily liable hereunder), Tenant shall have the right to self-insure, in whole or in part, any and all risks or coverages that Tenant is otherwise required to insure under this Lease; provided that Tenant then has a minimum net worth of Two Hundred Million Dollars (\$200,000,000.00). "**Self-Insurance**" means that Tenant is acting as though it were the insurance company providing the insurance required under the provisions of the Lease, and Tenant shall pay any and all amounts due in lieu of insurance proceeds as required under the provisions of this Lease (up to the limits provided therein), which amounts shall be treated as insurance proceeds for all purposes under the Lease. All amounts which Tenant pays (or is required to pay), and all losses or damages resulting from risks for which Tenant has elected to cover by Self-Insurance shall be subject to any waiver of subrogation provisions set forth in this Lease and shall not limit Tenant's (or Landlord's) indemnification obligations set forth in the Lease. Tenant will provide written notice to Landlord in the event it elects to provide self-insurance, specifying which coverage obligations are subject to self-insurance hereunder.

20.5 Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waives any claim it ("**Injured Party**") may now or hereafter have (and to the extent permitted by applicable law, any claim any of its insurers may now or hereafter have based on subrogation or an assignment from its insured) against the other or the other's shareholders, directors, officers, employees or agents (each a "**Released Party**"), for loss of or damage to any of Injured Party's property located in or constituting a part or all of the Leased Premises, now or hereafter occurring, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE NEGLIGENCE OF ANY RELEASED PARTY, OR IF ANY RELEASED PARTY IS STRICTLY LIABLE FOR THE LOSS OR DAMAGE, if the loss or damage is covered by insurance, or if the loss or damage could have been covered by the terms of customary all-risk replacement cost property insurance in the state where the Property is located, in each case without regard to the amount of proceeds, if any, and whether or not either or both of Landlord and Tenant have any property insurance; provided, however, that if the loss or damage in question is the direct result of the negligent or

willful act or omission of the Released Party, the Released Party shall reimburse the Injured Party for the amount of any reasonable deductible paid by the Injured Party in connection with the loss or damage in question.

## 21. DAMAGE BY FIRE OR OTHER CASUALTY.

21.1 Casualty Damage. If (i) the entire Leased Premises or the entire Building should be destroyed by fire or other casualty, or (ii) the Leased Premises or the Building should be damaged so that rebuilding cannot reasonably be completed substantially within two hundred ten (210) days after Landlord's receipt of written notification by Tenant of the destruction (which Tenant shall promptly provide upon the occurrence of the casualty), or (iii) the Building shall be so damaged as to render it unsuitable for use as an office building comparable to the use to which the Building was being put prior to the casualty and such damage cannot be repaired and the Building restored to such use within two hundred ten (210) days from the date of the casualty, then, at Tenant's option, this Lease may be terminated and, in such event, the rent shall be abated for the unexpired portion of the Lease, effective as of the date of the destruction or damage. If (a) at least one-half of the Building should be destroyed by fire or other casualty as described within this paragraph, (b) the insurance proceeds received by Landlord (either from its own insurance policies or from Tenant's as Tenant is required to carry hereunder) are less than Landlord's cost to restore the damage to the Building, based upon a written estimate received by Landlord from an independent third-party contractor, or (c) Landlord is required to pay any insurance proceeds arising out of the casualty to Landlord's mortgagee, then Landlord may terminate this Lease by giving written notice of its election to terminate within thirty (30) days after the date Tenant's insurance carrier (or Tenant if Tenant self-insures) gives written notice to Landlord of amount of the insurance proceeds of the casualty that will be made available to Landlord, and the Base Rent payable under this Lease shall be abated as of the date of casualty. Notwithstanding anything to the contrary contained herein, in the event the Leased Premises are damaged by fire or other casualty: (i) during the last six (6) months of the Lease Term; (ii) such damage was not caused by one or more acts or omissions of Tenant; and (iii) the damage to the Leased Premises exceeds twenty percent (20%) of the replacement cost of the Leased Premises, then Tenant shall have the right to terminate this Lease upon written notice to Landlord provided Tenant assigns to Landlord Tenant's insurance proceeds related to Tenant Improvements and any other leasehold improvements or alterations made by Tenant. In such event, Tenant shall notify Landlord in writing within thirty (30) days after the date of the aforesaid casualty.

21.2 Reconstruction. If, following damage or destruction to the Leased Premises or Building by fire or other casualty, this Lease is not terminated pursuant to Section 21.1 above and Tenant's insurance carrier (or Tenant if Tenant self-insures) timely makes the insurance proceeds available to Landlord, Landlord shall proceed with reasonable diligence to rebuild or repair the Building, Leased Premises (excepting Tenant's Improvements) and other improvements to substantially the same conditions in which they existed on the Delivery Date, or to a so-called "vanilla shell" condition if tendered with prior occupant improvements in place. If Tenant's use of the Leased Premises or the conduct of its business is impaired due to the damage, whether or not the Leased Premises are themselves damaged, the Base Rent payable under this Lease during the period of impairment shall be equitably reduced based on the degree to which Tenant's use

and enjoyment of the Leased Premises are impaired, as shall be reasonably agreed upon by the parties. Landlord's obligation to rebuild or restore under this Section shall be limited to restoring the Leased Premises and Building to substantially the condition in which the same existed prior to the casualty, excluding the Tenant Improvements or any other alterations or leasehold improvements made by Tenant, and Tenant shall, promptly after the completion of such work by Landlord, proceed with reasonable diligence and at Tenant's sole cost and expense to restore the Tenant Improvements to substantially the condition in which the same existed prior to the casualty and to make the Leased Premises otherwise suitable for Tenant's use. If this Lease is not terminated pursuant to Section 21.1 above, and if Landlord fails to substantially complete the necessary repairs or rebuilding within two hundred ten (210) days from the date of Landlord's receipt of written notification by Tenant of the destruction and Tenant's insurance carrier (or Tenant if Tenant self-insures) timely makes the insurance proceeds available to Landlord, and subject to Section 48 below, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord within ninety (90) days thereafter, whereupon all rights and obligations under this Lease shall cease.

22. LIABILITY AND INDEMNIFICATION. Landlord shall not be liable to Tenant or to Tenant's employees, agents, patrons or invitees, or to any person whomsoever, for any injury to person or damage to property on or about the Leased Premises (other than that caused by the willful act or negligence of Landlord or Landlord's employees, agents, or contractors). Tenant agrees to defend (with counsel selected by Tenant or its insurance carrier and approved by Landlord on a reasonable basis), indemnify and hold Landlord and its shareholders, directors, officers, employees, contractors and agents (collectively, "**Landlord Parties**") harmless from any loss, claim, damages, cost or expense (including reasonable attorneys' fees) suffered or incurred by any of the Landlord Parties by reason of death, personal injury or property damage sustained or claimed to have been sustained by any person or property in, upon or about the Leased Premises caused by or arising out of the act or neglect of Tenant, its employees, agents or contractors.

Tenant shall not be liable to Landlord or to Landlord's employees, agents, patrons or invitees, or to any person whomsoever, for any injury to person or damage to property on or about the Leased Premises (other than that caused by the willful act or negligence of Tenant or Tenant's employees, agents or contractors). Landlord agrees to defend (with counsel selected by Landlord or its insurance carrier and approved by Tenant on a reasonable basis), indemnify and hold Tenant and its shareholders, directors, officers, employees, contractors and agents (collectively, "**Tenant Parties**") harmless from any loss, claim, damages, cost or expense (including reasonable attorneys' fees) suffered or incurred by any of the Tenant Parties by reason of death, personal injury or property damage sustained or claimed to have been sustained by any person or property in, upon or about the Leased Premises caused by or arising out of the act or neglect of Landlord, its employees, agents or contractors. The indemnities in this Section 22 shall survive the expiration of the Term of this Lease.

23. CONDEMNATION. If, during the Term of this Lease, there is any taking of all or any part of the Leased Premises by condemnation or by private purchase in lieu of condemnation, the rights and obligations of the parties shall be determined as follows:

23.1 Should all or part of the Leased Premises be taken in such a manner as to interfere materially with Tenant's use and occupancy thereof, or to cause the Leased Premises to fail to comply with any applicable law or other legal requirement, then Tenant, by delivering written notice to Landlord within thirty (30) days after such taking, may terminate this Lease, in which event the Lease shall terminate effective as of the date of the actual taking. Landlord shall be entitled to any and all awards and payments made as a result of or on account of such taking attributable to the value of the Land and the value of the then existing Building and other improvements thereon. The foregoing, however, shall not be deemed to preclude Tenant from recovering a separate award for (a) the Taking of Tenant's property; (b) interruption or damage to Tenant's business or loss of goodwill; (c) the unamortized or undepreciated cost of leasehold improvements and Alterations paid for by Tenant; (d) Tenant's relocation costs; and (e) any other losses for which Tenant is entitled to file a separate claim with the condemning authority, but only provided that such award does not reduce Landlord's award. Tenant shall have the right to negotiate directly with the condemning authority for the recovery of its award.

23.2 If this Lease is not terminated as provided in Section 23.1 above, Landlord shall proceed with reasonable diligence to restore the Building, Leased Premises (excepting Tenant's Improvements and any other Alterations or improvements made by Tenant) and other improvements to substantially the same conditions in which they existed on the Delivery Date, or to a so-called "vanilla shell" condition if tendered with prior occupant improvements in place. The Base Rent payable under this Lease during the unexpired portion of the Term shall be reduced by a percentage equal to the percentage of the Leased Premises that are untenable following such Taking; provided, however, that if the Taking affects a portion of the Leased Premises in a way that substantially impairs the ability of Tenant to conduct its normal business operations within the Leased Premises, ATMs or drive-through facility to the general public from the Leased Premises, then the Tenant shall at its option be entitled to terminate this Lease within thirty (30) days after the date of such taking, whereupon all rights and obligations under this Lease shall terminate. If Landlord will not be able to, in the reasonable opinion of a mutually acceptable local contractor, architect or other competent advisor, substantially complete such restoration and reconstruction within two hundred ten (210) days of the date of physical possession by the condemning authority, or if Landlord fails to substantially complete such restoration or reconstruction within such time subject to Section 48 below, Tenant may, at its option, terminate this Lease by delivering written notice of termination to Landlord within ninety (90) days thereafter, whereupon all rights and obligations of this Lease shall cease to exist.

23.3 Neither Landlord nor Tenant shall be responsible or liable to the other for any taking, and any award by settlement or litigation shall be the sole responsibility of the party claiming an interest in the property taken.

## 24. DEFAULTS BY TENANT; REMEDIES.

24.1 Defaults by Tenant. The occurrence of any one or more of the following events shall, upon the expiration of the applicable cure period, constitute a material default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder as and when due;

(b) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described in Subsection (a) above; or

(c) The making by Tenant of any general assignment for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within ninety (90) days); the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Leased Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within ninety (90) days; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Leased Premises or Tenant's interest in this Lease, where such seizure is not discharged within ninety (90) days.

24.2 Right to Cure. Notwithstanding anything herein to the contrary, the occurrence of any event described in Section 24.1 shall not be deemed a default under or a breach of this Lease by Tenant unless and until Landlord has given written notice to Tenant of any such default or breach by Tenant and Tenant has thereafter failed to cure such default or breach within ten (10) business days following Tenant's receipt of notice of a monetary default (as outlined in Section 24.1(a)); or within thirty (30) days following Tenant's receipt of notice of a non-monetary default (as outlined in Sections 24.1(b) and (c)); provided, however, that if the nature of Tenant's non-monetary default or breach is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default or breach for up to an additional thirty (30) day period, if Tenant commences such cure within the original thirty (30) day period and thereafter diligently prosecutes the cure to completion within the additional thirty (30) day period.

24.3 Rights and Remedies of Landlord. If a default occurs and is not cured as provided in Section 24, Landlord shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative and shall not operate to exclude or deprive Landlord of any other right or remedy allowed it by Law:

(a) Landlord may terminate this Lease by giving to Tenant written notice of Landlord's election to do so and all right, title and interest of Tenant hereunder shall expire on the date stated in such notice;

(b) Landlord may terminate the right of Tenant to possession of the Leased Premises without terminating this Lease by giving written notice to Tenant that Tenant's right to possession shall end on the date stated in such notice. In the event Landlord elects to repossess the Leased Premises without terminating the Lease, once Tenant has in fact surrendered the Leased Premises to Landlord and no longer has access to and control thereof, Tenant's insurable interest in the Leased Premises shall lapse and Tenant shall no longer maintain the insurance coverages required by this Lease. Furthermore, Tenant shall



not be responsible for indemnifying Landlord for claims, costs or expenses arising from occurrences within the Leased Premises (including, without limitation, Landlord's use, occupancy or activities within the Leased Premises after such surrender, nor related to the use or occupancy of the Leased Premises by any third-party, replacement tenant or other occupant);

(c) Intentionally omitted.

(d) Landlord may cure the default of Tenant itself; provided that if Landlord, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, Tenant shall reimburse Landlord the actual, reasonable out-of-pocket sum paid by Landlord in connection with such cure within fifteen (15) days of Tenant's receipt of an invoice therefor, together with paid receipts. All such sums paid by Landlord shall be additional rent hereunder.

(e) Landlord may seek payment of all amounts due under this Lease, when due. Unpaid installments of Base Rent or other sums shall bear interest from the tenth (10th) day after the date due until paid at the lower of (i) the highest lawful contract rate or (ii) ten percent (10%) per annum (the "**Default Rate**").

24.4 Right to Re-Enter. If Landlord exercises any of the remedies provided in Section 24.3.a or b and subject to the Michigan Summary Proceedings Act, Tenant shall vacate the Leased Premises and immediately deliver possession thereof to Landlord, and Landlord may reenter and take complete possession of the Leased Premises, full and complete license to do so being hereby granted to Landlord, and Landlord may remove all occupants and property therefrom, without being deemed guilty in any manner of trespass, eviction or forcible entry and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder.

24.5 Current Damages. If Landlord terminates the right of Tenant to possession of the Leased Premises without terminating this Lease, Landlord shall have the right to immediate recovery of all amounts then due hereunder. Such termination of possession shall not release Tenant, in whole or in part, from Tenant's obligation to pay rent hereunder for the full Term, and Landlord shall have the right to recover from Tenant, and Tenant shall remain liable for, all Rent and any other sums accruing under this Lease during the period from the date of such notice of termination of possession to the stated end of the Term. Landlord may relet the Leased Premises or any part thereof for the account of Tenant upon such terms as Landlord shall reasonably determine and may collect the rents from such reletting. Landlord shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant relative to such reletting. Landlord may make repairs, alterations and additions in or to the Leased Premises and redecorate the same to the extent deemed by Landlord necessary or desirable and change the locks to the Leased Premises. Tenant, upon demand, shall pay the cost of all of the foregoing together with Landlord's expenses of reletting including Landlord's customary and commercially reasonable brokerage commission and customary and commercially reasonable legal fees for the negotiation of any replacement lease. The rents from any such reletting shall be applied first to the payment of the expenses of re-entry, reletting, redecoration, repair and alterations and second to the payment of rent to be paid by Tenant. Any excess shall be credited against the amount of

rent which becomes due and payable hereunder. Any such excess shall belong to Landlord solely. No such reentry or repossession, repairs, alterations and additions, or reletting shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder. Landlord may sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such reletting.

24.6 Final Damages. If this Lease is terminated by Landlord pursuant to Section 24.3, Landlord shall be entitled to recover from Tenant all rent accrued and unpaid for the period up to and including such termination date, as well as all other additional sums for which Tenant is liable under this Lease, and all costs, including court costs and reasonable attorneys' fees incurred by Landlord in the enforcement of its rights and remedies hereunder. Landlord shall be entitled to recover as damages (a) the unamortized portion of Landlord's contribution to the cost of Tenant Improvements and alterations (if any), installed by either Landlord or Tenant pursuant to this Lease; (b) the unpaid installments of Base Rent which would have been payable after the termination date had this Lease not been terminated for the remainder of the then current Term discounted to present value, less the then fair rental value for similar use of the Leased Premises for the remainder of such Term (similarly discounted to present value, in each case using a discount rate equal to the then current yield on United States Treasury obligations having a maturity approximately equal to the remainder of the then current Term of this Lease), as reasonably determined by Landlord in accordance with generally accepted accounting principles; and (c) any damages in addition thereto, including reasonable attorneys' fees and court costs, which Landlord sustains as a result of the breach of any of the covenants of this Lease other than for the payment of rent.

24.7 Removal of Personal Property. All property of Tenant removed from the Leased Premises by Landlord pursuant to any provision of this Lease or applicable law may be handled, removed or stored by Landlord at the cost and expense of Tenant, and Landlord shall not be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all reasonable expenses incurred by Landlord with respect to such removal and storage. All such property (excepting any Protected Items as defined in Section 17 hereinabove) not removed from the Leased Premises or retaken from storage by Tenant within thirty (30) days after the end of the Term, however terminated, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale and Landlord may dispose of such property at Tenant's expense.

24.8 No Waiver. No delay or omission in the exercise of any right or remedy of either party upon any Default by the other party shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning any other provision of the Lease.

24.9 Cumulative Remedies. Landlord's pursuit of any one remedy specified above shall not preclude its subsequent pursuit of another specified remedy, and Landlord may pursue any other remedy now or hereafter permitted or available to Landlord under the laws or judicial decisions of the State of Michigan. Landlord shall use commercially reasonable efforts to mitigate its damages in the event of Tenant's default in accordance with Michigan law. EXCEPT IN THE

CASE OF GROSS NEGLIGENCE OR WILLFUL MISFEASANCE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF USE OR UTILIZATION OF FACILITIES, RESULTING FROM TENANT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS LEASE).

25. DEFAULT BY LANDLORD. Landlord shall perform all conditions and covenants required to be performed by Landlord, as set forth in this Lease, including, but not limited to, making all payments required by Landlord to be made on any obligation secured by the real property subject to this Lease. Notwithstanding anything herein to the contrary, excepting any default stemming from Landlord's failure to make payments on any obligation secured by the Leased Premises, Landlord shall not be deemed to be in default under this Lease unless and until Tenant has given written notice to Landlord (and, if requested by Landlord, to Landlord's mortgagee if the mortgagee has notified Tenant in writing of its interest and the address to which such notices are to be sent) of any such default by Landlord, and Landlord has failed to cure such default within thirty (30) days after Landlord's receipt of notice thereof; provided, however, that if the nature of Landlord's default is such that more than thirty (30) days are reasonably required for a cure, then Landlord shall not be deemed to be in default for up to an additional thirty (30) day period if Landlord commences such cure within the original thirty (30) day period and thereafter diligently prosecutes the cure to completion within the additional thirty (30) day period. In the event Landlord should be in default of any obligation as herein set forth in this Section 25, or in any other manner under this Lease, and the applicable cure period has expired, Tenant shall be entitled to cure the default, at Tenant's option, including the payment of monies directly to the party to whom the obligation is owed or Tenant may pursue any other remedy now or hereafter permitted or available to Tenant under the laws or judicial decisions of the state where the Leased Premises are located. In the event of any such payment by Tenant, Tenant shall receive credit toward any Base Rent due Landlord in the amount not to exceed fifty percent (50%) of the Base Rent installments due for the next succeeding months until Tenant receives reimbursement for the amount owed Landlord to Tenant hereunder to the extent of any payment made.

26. LANDLORD'S ENTRY ON LEASED PREMISES. Landlord or its authorized representative shall, following at least forty-eight (48) hours' prior written notice to Tenant (except in the event of an emergency), have the right to enter the Leased Premises during Tenant's normal business hours for any of the following purposes:

(a) to determine whether the Leased Premises are in good condition and whether Tenant is complying with its obligations under this Lease;

(b) to serve, post or keep posted any notice as required or allowed under provisions of this Lease; and/or

(c) to do or perform, or to cause to be done or performed, any act necessary for the safety or preservation of the Leased Premises or the other improvements on the Leased Premises required to be performed by Tenant under this Lease (and be reimbursed by Tenant for all costs incurred thereby), provided that Landlord first notifies Tenant in

writing of the required curative or preventative work, and Tenant thereafter fails to complete such work within a reasonable period of time.; and/or

(d) to perform any maintenance, repair or replacement required to be performed by Tenant pursuant to Section 12;

(e) to cure any default of Tenant pursuant to Section 24.3(d); and/or

(f) to enter onto the Leased Premises to show the Leased Premises to a prospective tenant during the last six (6) months of the Term, provided that Tenant shall have the right to have a representative present during any such entry.

Landlord shall conduct its activities on the Leased Premises as allowed in this Section 26 in a manner that will cause the least possible inconvenience, annoyance, or disturbance to Tenant. Landlord agrees to indemnify and hold Tenant harmless from and against any loss, liability or damage which Tenant suffers as result of any entry upon the Leased Premises by Landlord or its representative which is not allowed in this Section 26, or which results from the negligence or willful act of Landlord, or its employees, agents or representatives. Notwithstanding the above, Landlord shall not be allowed access to any Secure Areas as set forth in Section 16, unless accompanied by a representative of Tenant.

## 27. NON-DISTURBANCE; SUBORDINATION.

27.1 Existing Encumbrances. Landlord hereby represents and warrants to Tenant that as of the date of this Lease, (a) there are no mortgages or deeds of trusts that constitute a lien or charge on the whole or any portion of the Leased Premises; and (b) there are no ground or underlying leases covering the whole or any portion of the Leased Premises.

27.2 Future Mortgagees. If Landlord enters into a future mortgage, Landlord shall use commercially reasonable efforts to secure, within thirty (30) days after the date of such future mortgage, a non-disturbance agreement from any future mortgagee for the benefit of Tenant substantially in the form of **Exhibit G** attached hereto (or such other form reasonably satisfactory to Tenant), which Tenant also agrees to execute within a commercially reasonable period of time. Notwithstanding any provision in this Lease to the contrary, as a condition to any subordination of this Lease to the lien of any future mortgage, Landlord shall obtain a non-disturbance agreement from any and all mortgagees to whose interest Tenant is requested to subordinate its interest hereunder, and said agreement shall meet the following requirements: (i) so long as Tenant is not in default under the Lease (beyond applicable notice and cure periods), Tenant's leasehold estate, and Tenant's rights and interests under the Lease (including, without limitation, possession, occupancy and use of the Leased Premises in accordance with the Lease) shall remain undisturbed and shall survive any foreclosure, transfer-in-lieu-of foreclosure or other enforcement of the mortgage (collectively, "**Enforcement**"); (ii) there shall be no material change in the terms of the Lease, no diminution of Tenant's rights provided in the Lease, and no additional liability or obligations to Tenant; (iii) any personal property, equipment or trade fixtures owned by Tenant and/or removable from the Leased Premises by Tenant under the terms of the Lease shall not be subject to the lien of such mortgage or security instrument; (iv) such mortgagee/secured party will

not join Tenant as a party defendant in any Enforcement action or proceeding which would terminate or extinguish the Lease or Tenant's leasehold interest in and estate under the Lease; and (v) that notwithstanding any Enforcement, and the fact that the Lease is subordinate to the mortgage/security instrument, the Lease shall continue in full force and effect as a binding lease agreement between Tenant and said mortgagee/secured party (or any party succeeding ownership of the Leased Premises and/or Landlord's interest in the Lease as a result of Enforcement, and its successors and assigns) in accordance with the terms thereof. Such non-disturbance agreement shall also include a provision stating that Tenant will attorn to said mortgagee/secured party upon and subject to the terms and conditions of this Lease, including payment to said mortgagee/secured party of all rentals and charges thereafter becoming due under this Lease, all without change in the terms or provisions of this Lease.

28. WAIVER OF LANDLORD'S LIENS. Landlord hereby waives any lien for any rent it has against Tenant or Tenant's property in the Leased Premises, except for any judgment lien that may hereafter arise in favor of Landlord.

29. MECHANICS' LIENS. At all times during the Term of this Lease, Tenant shall indemnify, defend and hold harmless Landlord against all liens and claims of liens for labor, services, materials, supplies, or equipment performed on or furnished to the Leased Premises at the direction or order of Tenant and Tenant shall, at its sole cost and expense, discharge or bond over the same within thirty (30) days after Tenant receives notice of such lien. Tenant may contest any claim, charge or lien (including but not limited to mechanics' and materialmen's liens) and such contest on the part of Tenant, and any failure to pay or perform the matter under contest, shall not be or become a breach or default under this Lease so long as the contest is conducted diligently, in compliance with applicable law, and by proceedings sufficient to prevent enforcement of the matter under contest, provided that Tenant shall pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest and penalties thereon, before the judgment becomes subject to execution against the Leased Premises.

30. SURRENDER OF LEASED PREMISES. Upon expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased Premises and such improvements and alterations as have become a part of the Leased Premises pursuant to the terms hereof. Tenant shall have the right, but not the obligation, to remove Tenant's Business Equipment or other fixtures, furnishings, equipment or removable alterations upon the expiration or earlier termination of this Lease, provided that any items Tenant wishes to remove must be removed and repairs made for damage caused to the Leased Premises by such removal not later than thirty (30) days following the expiration or termination of this Lease. Tenant shall surrender the Leased Premises in the condition Tenant is required to maintain the Leased Premises pursuant to Section 12 (ordinary wear and tear and damage by casualty and condemnation excepted) occasioned by the removal of Tenant's Business Equipment or other fixtures, furnishings and equipment and Tenant shall be responsible for any repairs required as a result of such damage. All furnishings, fixtures and equipment used in the improvements and on the Leased Premises and supplied and installed at the cost and expense of Tenant at all times shall be the sole property of Tenant. The above and foregoing notwithstanding, if any Protected Items, as defined in Section 17, remain at the Leased Premises after the date the Term of this Lease expires, the provisions of Section 17 shall apply.

31. HOLDING OVER. If Tenant remains in possession of the Leased Premises after the expiration of the Term of this Lease, such possession by Tenant shall be deemed to be a month-to-month tenancy, terminable on thirty (30) days' notice given at any time by either party and Tenant shall pay rent at a rate of one hundred twenty-five percent (125%) of the Base Rent that was in effect at the expiration of the Term or Renewal Term, as applicable. All other provisions of this Lease except those pertaining to the Term shall apply to such month-to-month holdover tenancy. In no event shall Tenant be liable to Landlord for indirect or consequential damages. Notwithstanding the foregoing, Tenant shall have a one-time right, upon notice to Landlord not less than three (3) months prior to the expiration of the Initial Term or extended term, as applicable, to extend the term of the Lease for a period of up to three (3) months (the "**Permitted Holdover Term**"), in which case the Base Rent payable by Tenant during such Permitted Holdover Term shall equal one hundred percent (100%) of the Base Rent applicable during the last month of the Term or any Renewal Term.

32. ENVIRONMENTAL.

32.1 Tenant's Compliance with Laws. Tenant shall (a) comply with the requirements of all federal, state, and local environmental laws relating to its use of the Leased Premises; (b) from and after the Delivery Date, immediately notify Landlord in the event of any material spill, pollution, or contamination affecting the Leased Premises from oil, friable asbestos, hazardous waste, hazardous material, or other waste or material regulated or limited by applicable federal, state, or local environmental law or regulation ("**Hazardous Material**"); and (c) from and after the Delivery Date, immediately forward to Landlord any notices relating to such matters received from any governmental agency.

32.2 Tenant Indemnity. From and after the Delivery Date, Tenant will indemnify, defend, and hold Landlord harmless from and against any claim, cost, damage (excluding consequential or punitive damages), expense (including without limitation reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of the release by Tenant, its agents, employees, or contractors of any Hazardous Material on, in, or under the Leased Premises during the Term of this Lease. However, in no event shall Tenant be required to indemnify, defend, or hold harmless Landlord against any claims, costs, damages, expenses, losses, liabilities, or judgments related to the presence of Hazardous Materials on, in, or under the Leased Premises as of the Delivery Date, except to the extent that Tenant, its agents, or employees cause the release of such Hazardous Materials. The indemnification set forth in this section shall continue in effect and shall survive any termination or expiration of this Lease.

32.3 Landlord Indemnity. Except to the extent that Tenant is required to indemnify Landlord in connection with the release of Hazardous Materials by Tenant, its agents, employees, or contractors during the Term of this Lease as provided in Section 32.2, Landlord will indemnify, defend, and hold Tenant harmless from and against any claim, cost, damage (excluding consequential or punitive damages), expense (including without limitation reasonable attorneys' fees and expenses), loss, liability, or judgment now or hereafter arising as a result of the existence, release, or threatened release of Hazardous Material on, in, or under the Leased Premises first occurring prior to the Delivery Date. Without limiting the foregoing, in the event that any such Hazardous Materials are determined to be located on the Land first occurring prior to the Deliver

Date, Landlord shall, at Landlord's sole cost, promptly take all steps necessary to comply with all applicable laws and regulations and the provisions of this Lease. The provisions of this Section shall survive any termination or expiration of this Lease.

#### 32.4 Third-Party Release.

(a) In the event that Tenant reasonably believes Hazardous Materials have been released on, in or under the Leased Premises by a third-party (other than Tenant or Landlord or their respective agents, employees, or contractors) after the Delivery Date (a "**Third-Party Release**") (and therefore not the responsibility of Tenant or Landlord pursuant to the terms of this Section 32), Tenant shall promptly notify Landlord of such release and shall engage an environmental consultant reasonably approved by Landlord to determine if a release occurred and the scope of the release. In the event the environmental consultant determines there is a release and Tenant has stopped construction of the Tenant Improvements or operation of its business on the Leased Premises, then Rent shall abate from the period commencing on the date Tenant stopped such construction or operation of its business and such abatement shall continue until such time as Tenant is able to proceed with the construction of the Tenant Improvements or to resume normal business operations on the Leased Premises.

(b) Following receipt of such notice and the determination of a Third-Party Release, Landlord may, at its written election provided to Tenant with fifteen (15) days following receipt of Tenant's notice and determination of such Third-Party Release, either (i) promptly undertake (or cause to be undertaken) abatement, removal or remediation in accordance with all applicable laws, regulations, and ordinances; or (ii) decline to undertake any such action. In the event that Landlord fails or declines to undertake such action, Tenant may, at its election, undertake such remediation (in which case Tenant shall be entitled to pursue reimbursement for Tenant's remediation costs from the party responsible for such Third-Party Release, or to recover from Landlord any reimbursement received by Landlord up to the amount of the Tenant's remediation costs). In the event that (A) Landlord fails or declines to undertake such remediation; and (B) Tenant elects not to undertake such remediation, and in the further event that, due to the presence of Hazardous Materials from a Third-Party Release, (aa) Tenant is unable to proceed with construction of the Banking Facility; or (bb) after opening for business, Tenant is unable to conduct its Financial Services Use, Tenant shall have the right to terminate this Lease from and after the date that is one (1) year from the date of the Third-Party Release.

32.5 Tenant's Construction of the Tenant Improvements and Occupancy of the Building. Except as set forth in Section 32.2, in the event that Tenant encounters Hazardous Materials requiring abatement or remediation during construction of the Tenant Improvements, or in the event that at any time during the Term of the Lease, Tenant encounters any Hazardous Material on the Leased Premises or the Land first occurring prior to the Delivery Date, Tenant shall promptly notify Landlord of such fact and Landlord shall promptly undertake abatement or remediation in accordance with all applicable laws, regulations, and ordinances, and Tenant shall, if such Hazardous Material is not so abated or remediated within thirty (30) days, be entitled to a one-day tolling of any of its obligations pursuant to this Lease, including without limitation, its obligation to pay Base Rent for each day that Tenant is unable to proceed with the construction of the Tenant Improvements or to operate its business on the Leased Premises until such time as

Landlord has caused such Hazardous Material to be so abated or remediated. In the event that, due to the presence of Hazardous Materials first occurring prior to the Delivery Date, (a) Tenant is unable to proceed with construction of the Tenant Improvements for a period exceeding thirty (30) days, or (b) after opening for business, Tenant is unable to conduct retail business operations open to the public for a period of ninety (90) days, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Tenant shall have no liability for any Hazardous Materials on the Land or Leased Premises unless introduced by Tenant, its employees, agents or contractors, except as set forth in Section 32.2.

33. INTENTIONALLY DELETED.

34. TIME OF ESSENCE. Time is of the essence with respect to each and every provision of this Lease. In the event the time of performance of any matter to be performed by Landlord or Tenant falls on a Saturday, Sunday, or a legal holiday under the laws of the United States, or the states of Michigan and North Carolina, the time of performance for such matter shall be extended until the next business day that is not a Saturday, Sunday, or legal holiday.

35. INTERPRETATION OF LEASE; VENUE. This Lease shall be construed and interpreted in accordance with the laws of the State of Michigan. Venue for any action regarding this Lease shall be proper only in Oakland County, Michigan.

36. BINDING EFFECT. This Lease shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns, where applicable.

37. INTEGRATION. This Lease and the documents specifically referred to herein, upon acceptance by the parties hereto, constitutes the sole and only agreement between Landlord and Tenant as to the subject matter hereof, and is intended by each to constitute the final written memorandum of all of their agreements and understandings in this transaction. No representations or warranties, express or implied, and no promises or prior agreements whatsoever have been made, agreed to, or entered into by Landlord or Tenant which are not expressly set forth herein; and if Landlord or Tenant has attempted to make such representations, warranties, promises or prior agreements, the same are each superseded hereby and waived.

38. ATTORNEYS' FEES. If any legal action or other proceeding is brought for the enforcement of this Lease, or because of an alleged dispute, breach, default, or this Lease, or to interpret this Lease or any of the provisions hereof, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding whether or not the action or proceeding goes to final judgment, in addition to any other relief which it or they may be entitled to.

39. COUNTERPARTS. This Lease may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Execution and delivery of this Lease by portable document format ("**PDF**") copy bearing the PDF signature of any party hereto shall constitute a valid and binding execution and delivery of this Lease by such party. Such PDF copies shall constitute enforceable original documents.



40. INVALIDITY. If any term or provision of this Lease or application thereof is held invalid or unenforceable as to any party, the balance of the Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

41. NOTICE. Except as otherwise provided in this Lease, all notices, demands and requests for approvals given by either party to the other hereunder shall be in writing and shall be hand delivered, or sent by (a) certified U.S. Mail, return receipt requested, or (b) nationally recognized overnight courier for next business day delivery, or (c) electronic mail to the electronic mail address shown below, (provided that any notification of default sent by electronic mail shall be accompanied by written notice sent in accordance with one of the other foregoing methods on the day the electronic mail is sent, or on the following business day). Any notice delivered by electronic mail shall be deemed delivered (i) upon delivery, if delivered on a business day prior to 5:00 p.m. Eastern time; or (ii) on the next business day, if delivered after 5:00 p.m. Eastern time or on a non-business day. With respect to notice delivered by electronic mail, a message received indicating that delivery was unsuccessful or that the recipient is out of office shall not be deemed to be receipt. Any notice sent by overnight courier shall be deemed delivered on the earlier of actual receipt or the business day on which delivery is first attempted; and a notice sent by certified mail shall be deemed delivered three (3) business days after deposit thereof in the United States mail, return receipt requested. For purposes of this Paragraph, "business day" shall mean a day other than Saturday, Sunday, or any federal banking holiday. All such notices shall be addressed as follows:

If to Landlord: Nan Realty, Inc.  
Attn: Geoffrey Glazer  
160 Commons Ct., #20  
Chagrin Falls, OH 44022  
geoffreyglazer@gmail.com

with a copy to: Norman Glazer  
20989 Colby Road  
Shaker Heights, OH 44122  
norman.glazer@gmail.com

with a copy to: John D. Gaber  
Williams, Williams, Rattner & Plunkett, P.C.  
380 N. Old Woodward Ave., Suite 300  
Birmingham, MI 48009  
jdg@wwrplaw.com

If to Tenant via e-mail: notice@bofa.com using the Subject: Property ID (MI8-498)

*Via certified mail or  
overnight courier to:*

Bank of America, National Association  
100 N. Tryon Street  
Mail Code: NC1-007-25-50  
Charlotte, North Carolina 28255  
Property ID: (MI8-498)

Notices shall be addressed as set forth above, but each party can change its address by written notice to the other in accordance with this Section 41.

42. NON-WAIVER. Any waiver or breach of the covenants herein contained to be kept and performed by either party hereto shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the other party hereto from declaring a forfeiture, termination, or cancellation for any succeeding breach either of the same condition or covenant or otherwise. Acceptance of any payment required hereunder shall not be deemed a waiver.

43. MISCELLANEOUS. The agreements contained herein shall not be construed in favor of or against either party, but shall be construed as if all parties prepared this Lease. Masculine and neuter genders, the singular number and the present tense, shall be deemed to include the feminine gender, plural number and past and future tenses, respectively, where the context so requires. The section headings herein are used only for the purposes of convenience and shall not be deemed to limit the subject of the sections hereof.

44. RIGHT TO ESTOPPEL CERTIFICATES. Each party, within fifteen (15) business days after notice from the other party, shall execute and deliver to the other party a certificate in the form attached hereto as Exhibit H stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications and specifying the existence or absence of any default hereunder. This certificate shall also state the amount of Base Rent, the dates to which the Base Rent has been paid in advance, and the amount of any security deposit or prepaid Base Rent.

45. RECORDING SHORT FORM OF LEASE. This Lease shall not be recorded but the parties hereto agree that simultaneously with the execution of this Lease, they will execute, acknowledge, and deliver the Memorandum of Lease attached hereto as Exhibit I and incorporated herein by reference, which Tenant may record, at Tenant's cost, in the Oakland County Registry.

46. TITLE TO LAND; QUIET ENJOYMENT. Landlord represents and warrants to Tenant that Landlord has full legal right, authority and sufficient title to enter into this Lease. Upon Tenant's paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Leased Premises for the entire Term of this Lease without interruption by Landlord or any person or persons claiming by, through or under Landlord.

47. COMMISSION. Landlord and Tenant acknowledge that Jones Lang LaSalle Americas, Inc. and CBRE (collectively, "**Tenant's Broker**") have acted as Tenant's real estate agents for

this transaction. Landlord shall be responsible for any commissions due Tenant's Broker with respect to this Lease, which shall be paid in accordance with separate written agreement(s) between Landlord and Tenant's Broker. Landlord and Tenant each represents and warrants to the other that, other than Tenant's Broker, neither Landlord nor Tenant has dealt with any real estate broker, salesperson, or finder in connection with this Lease, and no such person initiated or participated in the negotiation of this Lease. Landlord and Tenant agree to indemnify, defend and hold each other harmless from and against any and all liabilities, claims, commissions, fees and other costs (including without limitation reasonable attorneys' fees) arising out of a breach of the foregoing representation.

48. FORCE MAJEURE. The parties shall not be liable for any delay in performance or failure to perform any term or condition of this Lease caused by (i) fire, (ii) explosion, (iii) accident, (iv) flood, (v) strike, (vi) any regulation, rule, or act of governmental agency precluding performance, (vii) any act of God, (viii) armed conflict, (ix) civil commotion, (x) any failure beyond either party's control by any utility services (e.g., electrical, telecommunications), or (xi) governmental actions, orders and/or closures or governmental preemption of priorities or other controls in connection with a national or other public emergency, including public health concerns such as pandemics, or shortages of fuel, supplies or labor resulting therefrom, provided that in no event shall force majeure excuse the payment of Base Rent.

49. NO IMPLIED REPRESENTATIONS; "NET" LEASE. Except as may be expressly stated in this Lease, the Leased Premises are being leased by Landlord to Tenant in "*AS-IS*" condition, with no implied representations or warranties by Landlord. In addition, Tenant agrees that except as may be expressly stated otherwise in this Lease, this Lease is a "*net*" lease, with Landlord having no responsibilities or obligations whatsoever.

50. AUTHORITY. Landlord (and the person signing this Lease on Landlord's behalf) represents and warrants to Tenant that (a) Landlord is the sole owner in fee simple of the Property; (b) Landlord has full right and authority to execute and perform its obligations under this Lease; (c) Landlord is, and since the date of its respective formation has been, duly organized, validly existing and in good standing with full power and authority to own its assets and conduct its business, and is duly qualified and in good standing in all jurisdictions in which the ownership or leasing of its property or the conduct of its business requires such qualification; (d) the person signing this Lease on Landlord's behalf is duly authorized to execute this Lease on Landlord's behalf without further consent or approval by anyone; and (e) there are no ground leases, mortgages or deeds of trust presently encumbering the Leased Premises, and no third-party approval or consent (such as, without limitation, a mortgagee, trustee or ground lessor) is required as a condition to the full force and effectiveness of this Lease. Landlord shall deliver to Tenant promptly upon request all documents reasonably requested by Tenant to evidence the foregoing.

Likewise, Tenant (and the person signing this Lease on Tenant's behalf) represents and warrants to Landlord that Tenant has full right and authority to execute and perform its obligations under this Lease. Tenant is duly organized under a charter issued by the United States of America, and it has full power and authority to own its assets and conduct its business in the state of Michigan. Tenant (and the person signing this Lease on Tenant's behalf), further represents and warrants to Landlord that such person is duly authorized to execute this Lease on Tenant's behalf

without further consent or approval by anyone. Tenant shall deliver to Landlord promptly upon request all documents reasonably requested by Landlord to evidence the foregoing.

51. INTENTIONALLY OMITTED.

52. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY ISSUE OR CONTROVERSY ARISING UNDER THIS LEASE, AND THE RIGHT TO FILE IN SUCH ACTION ANY COUNTERCLAIMS OR CROSS-CLAIMS AGAINST THE OTHER (OTHER THAN COMPULSORY COUNTERCLAIMS OR CROSS-CLAIMS).

53. LANDLORD'S REPRESENTATIONS. Landlord, in order to induce Tenant to enter into this Lease, hereby represents and warrants to Tenant that:

- (a) Landlord has fee simple ownership to the Leased Premises;
- (b) the Leased Premises are currently zoned to permit Tenant to use the Leased Premises for the operation of a Financial Services Institution, subject to Tenant obtaining the Tenant Approvals;
- (c) Landlord has full right, power and authority to enter into this Lease;
- (d) to the best of Landlord's knowledge, the Leased Premises are in compliance with all federal, state and local laws, ordinances and regulations and Tenant's proposed use thereof will not violate any such laws;
- (e) Landlord is not a party to any agreement or litigation which could adversely affect Tenant's rights or entitlements under this Lease, or which would otherwise adversely affect the ability of Landlord to perform its obligations under this Lease;
- (f) the execution, delivery and performance of this Lease will not conflict with, be inconsistent with, or result in any breach or default of any of the terms, covenants, conditions or provisions of any indenture, mortgage, deed of trust, instrument, document, lease, license, agreement or contract of any kind or nature to which Landlord is a party or by which Landlord or the Leased Premises may be bound; and
- (g) Landlord has received no written notice of any change contemplated in any applicable laws, or any action by adjacent landowners, or natural or artificial conditions on the Leased Premises that would prevent, limit, impede, or render more costly, the permitted use contemplated hereunder.
- (h) Landlord warrants to Tenant, based upon its actual knowledge which is limited to the environmental reports Landlord has delivered to Tenant, that no hazardous waste or toxic material exists at the Leased Premises or building including but not limited to asbestos, formaldehyde and PCBs (Polychlorinated Biphenates). Landlord shall indicate if it is aware that the Land was previously used as a landfill or dump site. Landlord warrants to the best of its knowledge, that Landlord has fully disclosed any and all reports,

analyses, studies or other documents, including environmental and air quality studies that would identify contaminants on the Land. Landlord will indemnify Tenant, as provided in Section 32.3 above.

Landlord acknowledges that Tenant has relied on each of the foregoing covenants, warranties and representations in executing this Lease, that each of the same is material and that each of said warranties and representations are true as of the date hereof and will remain true throughout the Term. Landlord will indemnify, defend and hold harmless Tenant from and against all claims, causes of action and expenses, including reasonable attorneys' fees and costs, arising out of the inaccuracy of or breach of the foregoing warranties and representations.

54. NO RELOCATION. Notwithstanding any provision in this Lease to the contrary, Landlord shall have no right to relocate the Leased Premises.

55. SUCCESSORS AND ASSIGNS. All covenants and obligations contained within this Lease shall bind and extend and inure to the benefit of the successors and permitted assigns of each of Landlord and Tenant, and shall inure to the benefit of Landlord's mortgagee and its successors and assigns. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder and in the Leased Premises upon written notice of same to Tenant, and further provided such transferee assumes Landlord's obligations hereunder in writing. In such event and upon such transfer, such transferee shall be subject to the terms of this Lease, and no further liability or obligation shall thereafter accrue against the prior Landlord hereunder.

56. GOVERNING LAW. This Lease shall be governed, enforced, and construed in accordance with the laws of the state in which the Leased Premises are located.

57. AMENDMENT. This Lease may not be modified or amended except pursuant to a written instrument executed by the parties hereto, or their successors in interest.

58. REPRESENTATION BY COUNSEL. Each party acknowledges that it has been represented or has had ample opportunity to obtain representation of counsel with respect to this Lease and, accordingly, each party represents to the other that it has read and understood the terms hereof and the consequences of executing this Lease, and that, except as expressly set forth herein, no representations have been made by either party to induce the other party to execute this Lease.

59. DIGITAL IMAGES. The parties agree to accept a digital image of this Lease and any amendments or modifications to this Lease, as executed, as true and correct originals and admissible as best evidence for purposes of State law, Federal Rule of Evidence 1002, and like statutes and regulations.

60. GREEN LEASE PROVISIONS.

60.1 Recycling. Tenant may provide a recycling program at the Property that includes aluminum, plastic, glass, corrugated cardboard material.

60.2 Green Cleaning. Tenant may provide a green cleaning program (“Green Cleaning Program”) to the Leased Premises. Green Cleaning Program shall include the minimum of 60% Sustainable Cleaning Products & Materials.

Further information related to the above referenced Green Cleaning provisions can be found in the Indoor Environmental Quality section of the reference manual entitled: LEED for Existing Buildings: Operations and Maintenance (Version 2009).

61. CONFIDENTIALITY. Landlord and Tenant hereby acknowledge and agree that the content of the Lease, and any subsequent amendments (including, without limitation, the Review Documents described in Section 5.3 above, any inspection reports related to the Leased Premises, and/or any proprietary information related to Landlord’s or Tenant’s business operations, collectively, the “**Confidential Information**”), is confidential information and shall not be discussed, disclosed or published other than with any employees, auditors, agents, accountants, brokers, consultants and/or attorneys who need to know it and who are directed to comply with this confidentiality covenant. Notwithstanding the foregoing, or any provision this Lease (as amended) to the contrary, the Confidential Information may also be disclosed: (a) to the extent that disclosure is required by regulatory requirement or judicial or administrative process or other requirement of law (including, without limitation, in order to satisfy the requirements of applicable securities or banking laws); (b) in connection with any action or proceeding to enforce or interpret the Lease, any amendment(s) thereto or any provisions thereof; (c) to the extent that the information is in the public domain through no fault of or cause by the disclosing party; (d) to prospective tenants, subtenants, assignees, purchasers or lenders (provided that such prospective party signs a confidentiality and non-disclosure agreement prohibiting the disclosure of any Confidential Information (including the terms or provisions of the Lease, as amended) to any party other than such prospective party’s agents, accountants, brokers, consultants, attorneys, and/or lenders); or (e) to the extent otherwise expressly permitted by the Lease or consented to in writing by the other party. The parties agree to treat as confidential and to use reasonable efforts to prevent the inadvertent disclosure of proprietary information of either party delivered to the other pursuant to or in furtherance of the purposes of this Lease or any amendment thereto.

From and after the Effective Date of this Lease, except with the prior written consent of the other party, neither Landlord nor Tenant shall make or permit to be made any public announcements or press releases concerning the Lease or any amendments to it, the terms of the Lease or such amendments, or any other information concerning the Lease or amendments to it or any transaction contemplated therein. This provision shall survive the termination of the Lease.

62. DISCLOSURES. Landlord represents and warrants that to the best of Landlord’s knowledge, no employee of Tenant, and no spouse, domestic partner, or dependent child of an employee of Tenant, has a controlling ownership interest in the Leased Premises or in the Landlord entity.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease as of the Effective Date, being the date on which the latter of Landlord or Tenant executes this Lease as reflected next to their signatures below.

**LANDLORD:**

NAN REALTY, INC., an Ohio corporation

By: Geoffrey E Glazer  
Name: Geoffrey E GLAZER  
Title: President  
Date: 9/29/22

**TENANT:**

BANK OF AMERICA, NATIONAL ASSOCIATION,  
a national banking association

By: Michelle M. Parker  
Michelle M. Parker, Vice President MI8-498; CS67494  
Date: 9/29/2022

*geg*

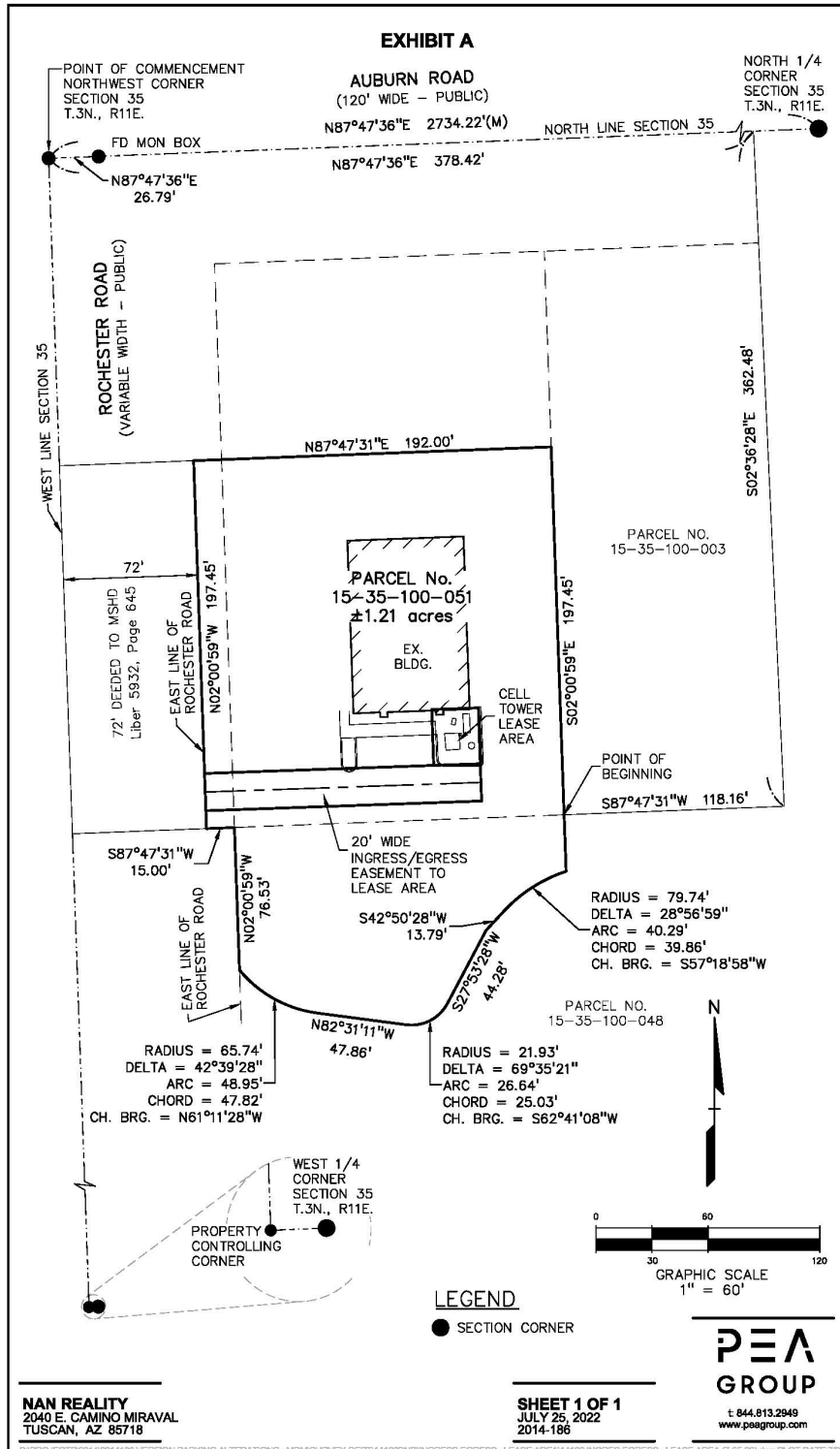
EXHIBIT A

LEASED PREMISES

(depicted as Parcel 15-35-100-051 with Cell Tower Lease Area being a separate parcel)

[see following page]





Lease Agreement  
3035 South Rochester Road  
Rochester Hills, Michigan (MI8-498)

EXHIBIT B

LEGAL DESCRIPTION OF THE LEASED PREMISES

Part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, more particularly described as:

Commencing at the Northwest corner of said Section 35, thence along the North line of said Section 35 N87°47'36"E(M), (surveyed as N90°00'00"E), 378.42 feet; Thence S02°36'28"E(M) S00°23'59"E(RS) 362.48 feet; Thence S87°47'31"W(M), (surveyed as S90°00'00"W), 118.16 feet to the Point of Beginning; Thence S02°00'59"E 30.34 feet to a non-tangent point of curve also being the back of curb line; Thence following said back of curb line the following six (6) courses; 1) along a curve to the left 40.29 feet, having a radius of 79.74 feet, delta of 28°56'59", and a chord bearing of S57°18'58"W 39.86 feet, 2) S42°50'28"W 13.79 feet, 3) S27°53'28"W 44.28 feet, 4) along a curve to the right 26.64 feet, having a radius of 21.93 feet, a delta of 69°35'21", and a chord bearing of S62°41'08"W 25.03 feet, 5) N82°31'11"W 47.86 feet, 6) along a curve to the right 48.95 feet, having a radius of 65.74 feet, delta of 42°39'28", and a chord bearing of N61°11'28"W 47.82 feet to a non-tangent point also being a point on the East line of Rochester Road (variable width); Thence along the said east line of Rochester Road NO2°00'59"W 76.53 feet; Thence S87°47'31"W, 15.00 feet to the East line of Rochester Road (72 foot half width), Thence along the said east line of Rochester Road (72 foot half width) NO2°00'59"W 197.45 feet; Thence N87°47'31"E 192.00 feet; Thence S02°00'59"E 197.45 feet to the Point of Beginning.

LESS AND EXCEPT (Cell Tower Tract):

Land in the City of Rochester Hills, Oakland County, Michigan, described as follows:

Commencing at the Northwest corner of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; thence S 02°00'59" E 165.00 feet along the west line of said Section 15; thence N 87°47'31" E 102.00 feet; thence S 02°00'59" E 178.00 feet; thence N 87°59'01" E 118.00 feet; thence N 02°00'59" W 10.00 feet to the POINT OF BEGINNING; thence S 87°59'01" W 25.00 feet; thence N 02°00'59" W 30.00 feet; thence N 87°59'01" E 25.00 feet; thence S 02°00'59" E 30.00 feet to the POINT OF BEGINNING; being a part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; containing 750 square feet and subject to easements and restrictions of record, if any;

Together with a 20 foot wide easement for ingress, egress and public utilities, the center line of said easement is described as follows: Commencing at the Northwest corner of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; thence S 02°00'59" E 165.00 feet along the west line of said Section 15; thence N 87°47'31" E 102.00 feet; thence S 02°00'59" E 178.00 feet to the POINT OF BEGINNING; thence N 87°59'01" E 118.00 feet to the POINT OF ENDING; being a part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; subject to easements and restrictions of record, if any.

Lease Agreement  
3035 South Rochester Road  
Rochester Hills, Michigan (MI8-498)

EXHIBIT C

**TENANT'S STANDARD SIGNAGE AND BRANDING PACKAGE**



## EXHIBIT D

### DOCUMENTS HEREIN DEFINED AS THE REA

- 1) January 17, 2007, Access Easement Declaration, recorded on February 15, 2007 in Liber 38768, Page 637 of the Oakland County, Michigan Records.
- 2) April 10, 2007, First Amendment to Access Easement Declaration, recorded on April 18, 2007 in Liber 39029, Page 24 of the Oakland County, Michigan Records.
- 3) November 13, 2013, Second Amendment to Access Easement Declaration, recorded on November 19, 2013 in Liber 46553, Page 286 of the Oakland County, Michigan Records.
- 4) May 20, 2015, Third Amendment to Access Easement Declaration, recorded on June 3, 2015 in Liber 48243, Page 559 of the Oakland County, Michigan Records.
- 5) May 20, 2015, Nonexclusive Storm Water Discharge Agreement, recorded on June 3, 2015 in Liber 48243, Page 569 of the Oakland County, Michigan Records.
- 6) May 20, 2015, Declaration of Restrictions, recorded on June 3, 2015 in Liber 48243, Page 549 of the Oakland County, Michigan Records.

EXHIBIT E

**FORM - DO NOT EXECUTE**

**RENT COMMENCEMENT DATE AGREEMENT**

This Memorandum of Acceptance of Leased Premises and Rent Commencement Date Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between NAN REALTY, INC., an Ohio corporation (“Landlord”), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“Tenant”).

W I T N E S S E T H:

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “Lease”), for the lease of that certain tract of land containing approximately 1.2 acres of real property (the “Land”), located at 3035 South Rochester Road, Rochester Hills, Michigan, together with all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land; and

WHEREAS, the Term of the Lease has commenced pursuant to the provisions of the Lease; and

WHEREAS, the parties desire to confirm the Commencement Date, Delivery Date, Rent Commencement Date and the expiration of the initial Term.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, Landlord and Tenant agree as follows:

1. Terms not herein defined shall have the meanings given such terms in the Lease.
2. The Commencement Date of the Lease is \_\_\_\_\_.
3. Landlord has delivered and Tenant has accepted the Leased Premises. The Delivery Date as defined in Section 6 of the Lease is agreed to be \_\_\_\_\_.
4. The Rent Commencement Date of the Lease is agreed to be \_\_\_\_\_.
5. The initial Term is scheduled to expire on \_\_\_\_\_.
6. The Lease is in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Rent Commencement Date Agreement as of the date on which the latter of Landlord or Tenant executes this Rent Commencement Date Agreement as noted below.

LANDLORD:

NAN REALTY, INC., an Ohio corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association

By: \_\_\_\_\_  
Michelle M. Parker, Vice President  
Date: \_\_\_\_\_

EXHIBIT F

W-9 FORM

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the          requester. Do not          send to the IRS.</b>
--	---	--

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.      Requester's name and address (optional)</p> <p><b>6</b> City, state, and ZIP code</p> <p><b>7</b> List account number(s) here (optional)</p>
--	---

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or				
<b>Employer identification number</b>				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

EXHIBIT F-1

VENDOR FORMS (ACH)

**Bank of America Lease Contact Form**

**RE: Leased premises at [Enter Property ID and/or Lease ID and/or Address]**

Please confirm your payment remittance address for receiving rent payments via a check. Please complete this form and return it via email to: [BAMLLeaseAdmin@am.jll.com](mailto:BAMLLeaseAdmin@am.jll.com).

**For United States Landlord Payees, please include a signed copy of your W-9.**

Landlord Payee Name:	
Business Number (BN) for Canada Payee:	
Federal Taxpayer Identification Number (TIN) for USA Payee – include W-9	
Remittance Address:	
Remittance City/State/Zip:	
Notice Address:	
Notice City/State/Zip:	
Business Physical Address:	
Business City/State/Zip:	
<b>Primary Email: (Required)</b>	
Primary Phone #:	

**Landlord's Property Manager**

Company:	
Contact:	
Address:	
Phone Number:	
Email Address:	





**LANDLORD AUTHORIZATION AGREEMENT FOR ELECTRONIC FUNDS TRANSFER**

<b>SECTION 1: LANDLORD INFORMATION</b>	
<i>(Please complete ALL sections)</i>	
<b>Tax ID Number</b>	
<b>State of Incorporation</b>	
<b>Landlord Legal Name</b> <i>(Provide Full Legal Name of Company)</i>	
<b>JLL Landlord Number(s)</b>	
<b>Landlord Remittance Address</b> <i>(Street Address)</i>	
<b>Remittance Contact Name</b> <i>(First and Last Name)</i>	
<b>Contact Phone Number</b>	
<b>Email Address</b> <i>(for remittance advice)</i>	

<b>SECTION 2: AUTOMATED CLEARING HOUSE (ACH) INFORMATION</b>																			
<b>Attach Cancelled or Voided Check</b> <i>(Please complete ALL sections)</i>																			
<b>Type of Request</b>	<b>New</b> <input type="checkbox"/> <b>ACH Update</b> <input type="checkbox"/>																		
<b>ACH Routing / Transit / ABA Number</b>	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td><td>#</td> </tr> </table>										#	#	#	#	#	#	#	#	#
#	#	#	#	#	#	#	#	#											
<b>Account Number</b>																			
<b>Type of Bank Account</b>	<b>Checking</b> <input type="checkbox"/> <b>Savings</b> <input type="checkbox"/>																		
<b>Landlord Name on Account (Per W-9)</b>																			
<b>Bank/Institution Name &amp; EFT Contact Name</b> <i>(Required to verify your account)</i>																			
<b>Bank Contact Phone Number</b> <i>Format including area code and country code</i>																			
<b>Bank Contact Email Address</b>																			

<b>Section 3: Authorization / Certification</b>	
<p>I certify that the information I provided is correct and that <b><u>I am an authorized signer or designate of the account provided for direct deposit transactions and am entitled to provide this authorization.</u></b> I (we) hereby authorize Jones Lang LaSalle to initiate credit entries to the account and financial institution listed above. I (we) further authorize adjusting entries (reversals) solely to correct errors, if any. This authorization is to remain in full force and effect until Jones Lang LaSalle has received written notification from me (us) of its termination in such time and manner as to afford Jones Lang LaSalle and the depository financial institution a reasonable opportunity to act on it. <b>I (we) authorize the financial institution shown above to confirm my (our) account information including account name, account number and account type.</b></p> <p>I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. Law.</p>	
<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name</b> _____	
<b>Title</b> _____	

EXHIBIT G  
FORM OF SNDA

**FORM - DO NOT EXECUTE**

*Reserved for Recorder's Use*

---

Drawn By and Return To:

Derek E. Dittner, Esq.  
Katten Muchin Rosenman LLP  
550 S. Tryon Street, Suite 2900  
Charlotte, NC 28202-4213

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") is made and dated as of \_\_\_\_\_, 20\_\_, by and between BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (hereinafter referred to as "**Tenant**"), \_\_\_\_\_ (hereinafter referred to as "**Mortgagee**") and NAN REALTY, INC., an Ohio corporation (hereinafter referred to as "**Landlord**").

*RECITALS:*

WHEREAS, Mortgagee is the owner and holder of a promissory note dated \_\_\_\_\_, 20\_\_, made by Landlord payable to the order of Mortgagee (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "**Note**"), secured, without limitation, by a Deed of Trust (herein, as it may have been or may be from time to time renewed, extended, amended or supplemented, called the "**Deed of Trust**") recorded in Liber \_\_\_\_\_, Page \_\_\_\_\_, of the Real Property Records of Oakland County, Michigan, covering the land (the "**Land**") described in **Exhibit "A"** which is attached hereto and incorporated herein by reference, and the improvements thereon (such Land and improvements being herein together called the "**Property**," and the Deed of Trust, and any other liens held by Mortgagee against the Property to secure the Note, being herein together called the "**Mortgage**"); and

WHEREAS, Tenant, as tenant, has executed a lease dated on or about \_\_\_\_\_ (as amended, the "**Lease**") with Landlord covering the portion of the Property described in the

Lease (herein called the “**Leased Premises**”), located at 3035 South Rochester Road, Rochester Hills, Michigan; and

WHEREAS, the parties have agreed that the Lease shall be subordinate to the lien of the Mortgage under the conditions set forth in this Agreement.

THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained, Tenant, Landlord and Mortgagee hereby agree as follows:

1. Subject only to the rights of Tenant hereinafter set forth, the Lease and all rights of Tenant thereunder are subject and subordinate to the lien of the Mortgage and any renewals or extensions thereof. This provision is acknowledged by Tenant to be self-operative and no further instrument shall be required to effect this subordination of the Lease. However, nothing herein is intended or shall be construed to subject to the lien of the Mortgage any property owned by Tenant or removable from the Leased Premises by Tenant under the terms of the Lease.

2. In the event of any foreclosure under the Mortgage, either by judicial proceeding or by power of sale, or if conveyance or transfer of the Property shall be made in lieu of foreclosure (any such foreclosure or conveyance or transfer in lieu of foreclosure being herein referred to as “**Enforcement**” and any party owning the Property or any interest therein as a result of Enforcement, and its successors and assigns, being herein called “**Owner**”), then the Lease shall not be terminated as a result of the Enforcement, whether by operation of law or otherwise. Notwithstanding the Enforcement, and the fact that the Lease is subordinate to the lien of the Mortgage, the Lease shall continue in full force and effect as a binding lease agreement between Owner and Tenant in accordance with its terms, the rights of Tenant under the Lease shall not be interfered with or disturbed by Owner, provided there does not exist any Event of Default continuing beyond any applicable notice and cure period, and Tenant shall retain all accrued rights, if any, to self-help, abatement of rent, and other remedies permitted under the express terms of the Lease. Nothing herein shall negate the right of Owner to exercise the rights and remedies of Landlord under the Lease, including, without limitation, the right to terminate the Lease because of an Event of Default by Tenant under the Lease, and as to any breach or failure by Tenant under the Lease existing at the time of Enforcement, the Enforcement shall not operate to waive or abate the running of any notice or cure period or any action initiated by Landlord under the Lease to terminate the Lease on account of an Event of Default by Tenant. Nothing in this Agreement shall obligate Tenant to pay rent or other charges to Mortgagee until Mortgagee has succeeded to the interest of Landlord under the Lease and Tenant has received written notice thereof from Mortgagee, together with satisfactory evidence demonstrating that Mortgagee or Owner has succeeded to Landlord’s interest under the Lease and directing where rent should be mailed. The term “**Event of Default**” as used herein means a breach or failure to perform by Tenant under the Lease which continues beyond the applicable cure or grace period, if any, provided in the Lease.

3. Tenant agrees that in the event of Enforcement, Tenant will attorn to Owner upon and subject to the terms and conditions of the Lease, including payment to Owner of all rentals and charges thereafter becoming due under the Lease, all without change in the terms or provisions of

the Lease. Tenant agrees that Owner shall not be bound by (a) any payment of rent or additional rent made more than thirty (30) days in advance of the due date thereof, except advance rental payments expressly provided for in the Lease, or (b) any payment of rent made to Landlord thirty (30) days or more after the date on which Owner notifies Tenant in writing of its ownership of the Property as successor in interest to Landlord. Upon request by Tenant, Owner and Tenant shall execute and deliver an instrument or instruments confirming the non-disturbance and attornment herein provided for.

4. Tenant acknowledges that this Agreement satisfies any condition or requirement in the Lease relating to the granting of a non-disturbance agreement by Mortgagee.

5. Mortgagee may elect at any time to cause the Mortgage to be subordinate and junior to the Lease by filing an instrument in the real property records of the county in which the Property is located specifying that election and concurrently providing Tenant with written notice of that election.

6. All notices required or which any party desires to give hereunder shall be in writing and shall be addressed or delivered to the respective addresses set forth at the end of this Agreement, or to such other address as may have been previously designated by the intended recipient by notice given in accordance with this Section. If sent by prepaid, registered or certified mail (return receipt requested), the notice shall be deemed effective when the receipt is signed or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party has not been notified; and if transmitted by personal delivery or via nationally recognized overnight mail courier service, the notice shall be effective on the earlier of (a) the date of receipt, or (b) if receipt is refused or cannot be completed due to a change of address of which the recipient has not notified the party delivery such notice, the date on which delivery is initially attempted. Notwithstanding the foregoing, no notice of change of address shall be effective except upon receipt.

7. This Agreement shall inure to the benefit of and shall be binding upon Mortgagee, Landlord, and Tenant and their respective successors and assigns, and any Owner and its heirs, personal representatives, successors and assigns. This Agreement and its validity, enforcement and interpretation, shall be governed by the laws of the state of Michigan, and applicable United States federal law. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest.

8. This Agreement may be executed in any number of counterparts with the same force and effect as if all signatures were appended to one document, each of which shall be deemed an original. Further, unless Mortgagee requires that the Agreement be recorded, the execution and delivery of the Agreement by portable document format (“PDF”) copy or other electronic copy bearing the signature of any party hereto shall constitute a valid and binding execution and delivery of this Agreement by such party. Such PDF or other electronic copies shall constitute enforceable original documents.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Effective Date, being the date the last of Mortgagee, Landlord and Tenant signs this Agreement as reflected in the respective notary acknowledgements below.

MORTGAGEE:

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TENANT:

BANK OF AMERICA, NATIONAL  
ASSOCIATION, a national banking association

By:  
Name: Michelle M. Parker  
Title: Vice President

LANDLORD:

NAN REALTY, INC., an Ohio corporation

By:  
Name:  
Title:

Address of Mortgagee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

Address of Tenant:  
100 N. Tryon Street  
Mail Code NC1-007-25-50  
Charlotte, North Carolina 28255  
Property Id: (MI8-498)

Address of Landlord:

2040 East Camino Miraval  
Tucson, Arizona 85718  
Attention: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

MORTGAGEE

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, on behalf of the \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

TENANT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Michelle M. Parker, a Vice President of Bank of America, National Association, a national banking association, on behalf of the association, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

LANDLORD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Nan Realty, Inc., an Ohio corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(SEAL)

My Commission Expires: \_\_\_\_\_

Lease Agreement  
3035 South Rochester Road  
Rochester Hills, Michigan (MI8-498)

EXHIBIT A  
TO SUBORDINATION, NON-DISTURBANCE AND  
ATTORNNMENT AGREEMENT  
LEGAL DESCRIPTION OF THE PROPERTY

Part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, more particularly described as:

Commencing at the Northwest corner of said Section 35, thence along the North line of said Section 35 N87°47'36"E(M), (surveyed as N90°00'00"E), 378.42 feet; Thence S02°36'28"E(M) S00°23'59"E(RS) 362.48 feet; Thence S87°47'31"W(M), (surveyed as S90°00'00"W), 118.16 feet to the Point of Beginning; Thence S02°00'59"E 30.34 feet to a non-tangent point of curve also being the back of curb line; Thence following said back of curb line the following six (6) courses; 1) along a curve to the left 40.29 feet, having a radius of 79.74 feet, delta of 28°56'59", and a chord bearing of S57°18'58"W 39.86 feet, 2) S42°50'28"W 13.79 feet, 3) S27°53'28"W 44.28 feet, 4) along a curve to the right 26.64 feet, having a radius of 21.93 feet, a delta of 69°35'21", and a chord bearing of S62°41'08"W 25.03 feet, 5) N82°31'11"W 47.86 feet, 6) along a curve to the right 48.95 feet, having a radius of 65.74 feet, delta of 42°39'28", and a chord bearing of N61°11'28"W 47.82 feet to a non-tangent point also being a point on the East line of Rochester Road (variable width); Thence along the said east line of Rochester Road NO2°00'59"W 76.53 feet; Thence S87°47'31"W, 15.00 feet to the East line of Rochester Road (72 foot half width), Thence along the said east line of Rochester Road (72 foot half width) NO2°00'59"W 197.45 feet; Thence N87°47'31"E 192.00 feet; Thence S02°00'59"E 197.45 feet to the Point of Beginning.

LESS AND EXCEPT (Cell Tower Tract):

Land in the City of Rochester Hills, Oakland County, Michigan, described as follows:

Commencing at the Northwest corner of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; thence S 02°00'59" E 165.00 feet along the west line of said Section 15; thence N 87°47'31" E 102.00 feet; thence S 02°00'59" E 178.00 feet; thence N 87°59'01" E 118.00 feet; thence N 02°00'59" W 10.00 feet to the POINT OF BEGINNING; thence S 87°59'01" W 25.00 feet; thence N 02°00'59" W 30.00 feet; thence N 87°59'01" E 25.00 feet; thence S 02°00'59" E 30.00 feet to the POINT OF BEGINNING; being a part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; containing 750 square feet and subject to easements and restrictions of record, if any;

Together with a 20 foot wide easement for ingress, egress and public utilities, the center line of said easement is described as follows: Commencing at the Northwest corner of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; thence S 02°00'59" E 165.00 feet along the west line of said Section 15; thence N 87°47'31" E 102.00 feet; thence S 02°00'59" E

Lease Agreement  
3035 South Rochester Road  
Rochester Hills, Michigan (M18-498)

178.00 feet to the POINT OF BEGINNING: thence N 87°59'01" E 118.00 feet to the POINT OF ENDING; being a part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan; subject to easements and restrictions of record, if any



EXHIBIT H

**FORM - DO NOT EXECUTE**

**FORM OF TENANT ESTOPPEL CERTIFICATE**

The undersigned certifies as follows:

1. The undersigned is the Tenant under the following described lease (the "Lease"):  
\_\_\_\_\_.
2. The Lease is presently in full force and effect and has not been modified or amended in writing or orally except as follows: \_\_\_\_\_.
3. The undersigned has accepted and is presently occupying the Leased Premises described in the Lease (the "Leased Premises").
4. No rent under the Lease has been paid more than thirty (30) days in advance of its due date. The current monthly base rent is: \$\_\_\_\_\_ and such rent has been paid through: \_\_\_\_\_.
5. To the best of the undersigned's knowledge, as of the date of this Estoppel Certificate, Landlord is not in default under the Lease and no event has occurred which with notice or the passage of time or both would constitute a default under the Lease.
6. The Lease expires on \_\_\_\_\_ and provides for three (3) extension options of five (5) years each.

This Estoppel Certificate is for informational purposes only and will not in any way amend the terms of the Lease. This Estoppel Certificate may be relied upon by Landlord's mortgagee or purchaser of the Leased Premises.

BANK OF AMERICA, NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_  
Michelle M. Parker, Vice President

EXHIBIT I

**FORM - DO NOT EXECUTE**

*Reserved for Recorder's Use*

---

Drawn by and return to:

Sherrie Dunning  
Katten Muchin Rosenman LLP  
550 S. Tryon Street, Suite 2900  
Charlotte, NC 28202-4213

STATE OF MICHIGAN )  
 ) MEMORANDUM OF LEASE  
COUNTY OF OAKLAND )

This Memorandum of Lease (“Memorandum”) is made between NAN REALTY, INC., an Ohio corporation (“Landlord”), and BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association (“Tenant”).

1. Definitions. Landlord and Tenant agree that any capitalized terms not herein defined shall have the meanings given such terms in the Lease.
2. Leased Premises. Landlord and Tenant entered into a Lease Agreement dated \_\_\_\_\_, 2022 (the “Lease”), for the lease of that certain tract of land containing approximately 1.2 acres of real property (the “Land”), located at 3035 South Rochester Road, Rochester Hills, Michigan, as more fully described in **Exhibit A** attached hereto and incorporated herein by this reference, together with the Existing Improvements, if any, located on the Land, and all rights, privileges, easements and appurtenances belonging or in any way pertaining to the Land (collectively, the “Leased Premises”).
3. Term. The Term of the Lease commenced on \_\_\_\_\_, 2022 and will expire at 11:59 p.m. on the last day of the calendar month during which the fifteenth (15th) anniversary of the Rent Commencement Date occurs. Tenant has the option to extend the Term of the Lease for three (3) successive, consecutive terms of five (5) years each.
4. Miscellaneous. This Memorandum is subject to all of the terms and conditions set forth in the Lease, which agreement is incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein. In the event of a conflict between this Memorandum and the actual Lease, the Lease shall prevail.

Lease Agreement  
3035 South Rochester Road  
Rochester Hills, Michigan (MI8-498)

In witness whereof, the parties have executed this Memorandum on the dates set forth below.

LANDLORD:

NAN REALTY, INC., an Ohio corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TENANT:

BANK OF AMERICA, NATIONAL ASSOCIATION,  
a national banking association

By: \_\_\_\_\_  
Michelle M. Parker, Vice President  
Date: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

LANDLORD

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of NAN REALTY, INC., an Ohio corporation, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

TENANT

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by Michelle M. Parker, a Vice President of BANK OF AMERICA, NATIONAL ASSOCIATION, a national banking association, on behalf of the association, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Name: \_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_

(SEAL)

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION OF THE LEASED PREMISES

Part of the Northwest 1/4 of Section 35, T3N, R11E, City of Rochester Hills, Oakland County, Michigan, more particularly described as:

Commencing at the Northwest corner of said Section 35, thence along the North line of said Section 35 N87°47'36"E(M), (surveyed as N90°00'00"E), 378.42 feet; Thence S02°36'28"E(M) S00°23'59"E(RS) 362.48 feet; Thence S87°47'31"W(M), (surveyed as S90°00'00"W), 118.16 feet to the Point of Beginning; Thence S02°00'59"E 30.34 feet to a non-tangent point of curve also being the back of curb line; Thence following said back of curb line the following six (6) courses; 1) along a curve to the left 40.29 feet, having a radius of 79.74 feet, delta of 28°56'59", and a chord bearing of S57°18'58"W 39.86 feet, 2) S42°50'28"W 13.79 feet, 3) S27°53'28"W 44.28 feet, 4) along a curve to the right 26.64 feet, having a radius of 21.93 feet, a delta of 69°35'21", and a chord bearing of S62°41'08"W 25.03 feet, 5) N82°31'11"W 47.86 feet, 6) along a curve to the right 48.95 feet, having a radius of 65.74 feet, delta of 42°39'28", and a chord bearing of N61°11'28"W 47.82 feet to a non-tangent point also being a point on the East line of Rochester Road (variable width); Thence along the said east line of Rochester Road NO2°00'59"W 76.53 feet; Thence S87°47'31"W, 15.00 feet to the East line of Rochester Road (72 foot half width), Thence along the said east line of Rochester Road (72 foot half width) NO2°00'59"W 197.45 feet; Thence N87°47'31"E 192.00 feet; Thence S02°00'59"E 197.45 feet to the Point of Beginning.

LESS AND EXCEPT (Cell Tower Tract):

Land in the City of Rochester Hills, Oakland County, Michigan, described as follows:

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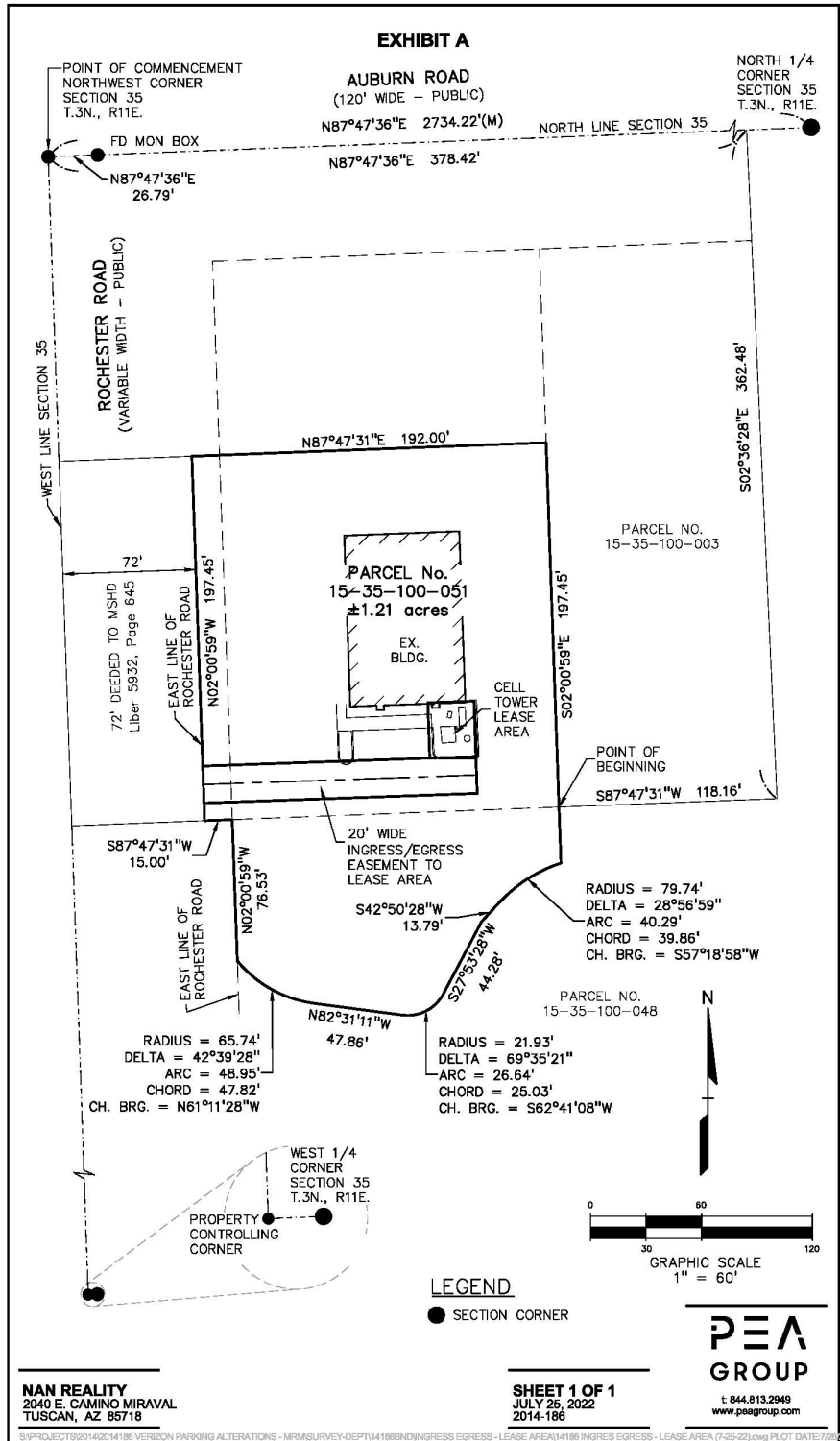
EXHIBIT B TO MEMORANDUM OF LEASE

EXHIBIT A

LEASED PREMISES

(depicted as Parcel 15-35-100-051 with Cell Tower Lease Area being a separate parcel)

[see following page]



Lease Agreement  
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Rochester Hills, Michigan (MI8-498)