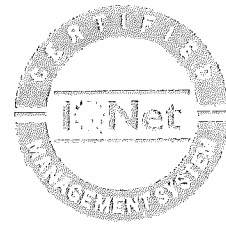




AdduXi



1857 Enterprise Drive
Rochester Hills, Michigan 48309

September 12, 2014

City of Rochester Hills
Planning Department
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

To Whom It May Concern,

AdduXi, Inc., a subsidiary of AdduXi SAS of Oyonnax, France is filing for a Personal Property Tax Abatement over the coming years.

AdduXi SAS was founded in 1996 by Alain Palisse, and is based in Oyonnax, France. The AdduXi Goup has owned manufacturing operations in France and Switzerland, as well as commercial offices in Spain and Germany. With more than 200 employees and 53 Million USD in sales, AdduXi is recognized as a key global partner to its clients.

AdduXi, Inc. was established in 2009 under the laws of the State of Delaware. The company manufactures, distributes, markets, sells and repairs engineered injection molded plastic parts for use in the automotive industries. AdduXi, Inc. is a 100% wholly owned subsidiary of AdduXi SAS.

AdduXi, specializes in highly technical plastic molded parts such as sensors, actuators, controllers and pump housings for the automotive industry. At the request of its global clients, it is opening a plant in Michigan. This is how AdduXi, Inc. has recently leased a building at 1857 Enterprise Drive in Rochester Hills, Michigan. Among the Tier 1 Suppliers which will be served by the Rochester Hills location are Continental, Brose, Wabco, Delphi, and Hella. The company plans to employ 40 people in the coming years.

Sincerely,

Xavier Ovize
C.E.O. – AdduXi, Inc.



1857 Enterprise Drive - Rochester Hills, MI 48309

2014 Personal Property Investment	\$ Amount	Installation
Billion Injection Molding Machine Select H80 – 50 T	\$ 108,800	Q3
Billion Injection Molding Machine Select H260-100T	\$ 134,400	Q3
Billion Injection Molding Machine Select H 470 – 150 T	\$ 160,000	Q3
Billion Injection Molding Machine Select H780 – 200 T	\$ 192,000	Q3
Auxiliary Equipment including thermo-regulating devices, drying units, crusher/grinding machines, conveyor systems	\$ 189,404	Q3
Robots	\$ 151,312	Q3
CMM Machine	\$ 101,250	Q3
Industrial Process Equipment	\$ 40,515	Q3
Storage Racks	\$ 29,000	Q3
Air Compressor	\$ 32,439	Q3
Forklift	\$ 29,488	Q3
Metal Panel System Plant Interior	\$ 35,885	Q3
Audio-visual equipment	\$ 8,000	Q3
Phone & Data	\$ 55,386	Q3
IT Servers + Computers	\$ 16,000	Q3
Lockers	\$ 8,500	Q3
Fire Extinguishers and cabinets	\$ 771	Q3
Furniture and Accessories	\$ 36,534	Q3
Food Service Equipment	\$ 3,500	Q3
Poles & Flags	\$ 3,887	Q3
Fences & Gates	\$ 8,925	Q3
Doors & Hardware	\$ 4,792	Q3
Security	\$ 16,125	Q3
Structural Steel	\$ 9,865	Q3
Paint and wall coverings	\$ 9,550	Q3
Design Costs and Project Management	\$ 116,862	Q3

TOTAL \$ 1,503,190

2015 Personal Property Investment

USS5 Automated Production Line	\$ 945,000	Q1
PCB Automated Production Line	\$ 864,000	Q3
Auxiliary Equipment including thermo-regulating devices, drying units, crusher/grinding machines, conveyor systems	\$ 200,000	Q1
Computers	\$ 20,000	Q2

TOTAL \$ 2,029,000

Lease Between General Development Company Limited Partnership No. 3 and AdduXi, Inc.

TABLE OF CONTENTS

SECTION 1: THE PREMISES..... 1

SECTION 2: CONSTRUCTION OF IMPROVEMENTS TO PREMISES 1

SECTION 3: THE TERM..... 2

SECTION 4: THE BASE RENT 3

SECTION 5: LATE CHARGES AND INTEREST 4

SECTION 6: TAXES, ASSESSMENTS AND UTILITIES 5

SECTION 7: USE OF THE PREMISES 6

SECTION 8: INSURANCE (LANDLORD TO OBTAIN) 7

SECTION 9: DAMAGE BY FIRE OR OTHER CASUALTY 9

SECTION 10: REPAIRS..... 10

SECTION 11: PAYMENT FOR SERVICES RENDERED BY LANDLORD 11

SECTION 12: ALTERATIONS 11

SECTION 13: LIENS..... 12

SECTION 14: EMINENT DOMAIN 12

Lease Between General Development Company Limited Partnership No. 3 and AdduXi, Inc.

TABLE OF CONTENTS

SECTION 15: ASSIGNMENT OR SUBLETTING..... 13

SECTION 16: INSPECTION OF THE PREMISES 14

SECTION 17: FIXTURES AND EQUIPMENT 15

SECTION 18: SECURITY 15

SECTION 19: NOTICE OR DEMANDS..... 15

SECTION 20: BREACH; INSOLVENCY; RE-ENTRY..... 16

SECTION 21: SURRENDER OF PREMISES ON TERMINATION 20

SECTION 22: PERFORMANCE BY LANDLORD OF THE COVENANTS OF
TENANT..... 20

SECTION 23: SUBORDINATION; ESTOPPEL CERTIFICATES 20

SECTION 24: QUIET ENJOYMENT 21

SECTION 25: HOLDING OVER 22

SECTION 26: REMEDIES NOT EXCLUSIVE; WAIVER 22

SECTION 27: WAIVER OF SUBROGATION 22

SECTION 28: RIGHT TO SHOW PREMISES 23

Lease Between General Development Company Limited Partnership No. 3 and AdduXi, Inc.

TABLE OF CONTENTS

SECTION 29: SECURITY DEPOSIT 23

SECTION 30: INDEMNIFICATION 23

SECTION 31: PREVENTING REMOTE VESTING 24

SECTION 32: DEFINITION OF LANDLORD; LANDLORD'S LIABILITY 24

SECTION 33: ENTIRE AGREEMENT 25

SECTION 34: GENERAL 25

SECTION 35: FINANCIAL INFORMATION/BROKERS 26

SECTION 36: NO ALTERATIONS OF SITE PLAN FOR PREMISES 26

SECTION 37: HAZARDOUS MATERIALS 26

SECTION 39: AUTHORIZATION AND EXECUTION..... 28

EXHIBIT A..... 30

EXHIBIT B 31

1
2
3 **NET LEASE**

4 This Lease is made as of January ____, 2014, by and between General Development
5 Company Limited Partnership No. 3, a Michigan limited partnership ("Landlord"), whose address is
6 Two Towne Square, Suite 850, Southfield, Michigan 48076 and AdduXi, Inc., a Delaware corporation
7 ("Tenant"), whose corporate address is 2711 Centerville Road, Suite 400, Wilmington, Delaware,
8 19808, who agree as follows:

9 **SECTION 1: THE PREMISES**

10
11 1.01 In consideration of the mutual promises, covenants and agreements herein
12 contained, the adequacy of which is by both parties acknowledged, and in further consideration
13 of the rent and other charges to be paid and the covenants to be performed by Tenant, Landlord
14 hereby leases to Tenant and Tenant hereby leases from Landlord the real property located in the
15 City of Rochester Hills, County of Oakland, and State of Michigan, more particularly described in
16 Exhibit "A" attached to, and made an integral part of, this Lease (the "Land"), together with the
17 building and other improvements now existing or hereafter to be constructed on the Land under
18 Section 2 (the "Improvements") (the Land and the Improvements collectively will constitute and be
19 referred to in this Lease as the "Premises").
20

21 **SECTION 2: CONSTRUCTION OF IMPROVEMENTS TO PREMISES**

22
23 2.01 Landlord agrees to substantially complete the leasehold improvements (the
24 "Improvements") to the Premises as set forth on Exhibit "B" attached to and made an integral part
25 of this Lease (the "Improvement Plans"), prior to the Commencement Date (defined in Section
26 3.01). The Improvement Plans will not be materially changed without Tenant's consent.
27 Notwithstanding the foregoing, if, during construction, Landlord learns of any reasonably necessary
28 minor or immaterial change(s) to the Improvement Plans, Landlord shall promptly advise the
29 Tenant of the same in writing. So long as such minor or immaterial change(s) do not negatively
30 affect Tenant's use of the Premises, the same will not invalidate, nor otherwise change or affect this
31 Lease.
32

33 2.02 Landlord will use its best efforts to complete the Improvements on or before April 1,
34 2014, subject to force majeure (defined below). If in good faith Landlord is delayed in construction
35 by any labor dispute, strike, lockout, fire, unavailability of parts or materials, weather or other
36 casualty, beyond its reasonable control ("force majeure"), then Landlord will promptly notify Tenant
37 in writing, and the period of delay necessarily caused by such occurrence will be added to the
38 indicated completion date.
39

40 2.03 As part of the Improvements, Landlord has allocated an allowance of Fifty
41 Thousand (\$50,000.00) Dollars for the installation of a 5-ton bridge crane in the eastern shop bay
42 ("Crane Allowance"). Landlord will use its best efforts to install such 5-ton bridge crane on or
43 before April 1, 2014, subject to force majeure and Tenant promptly responding to all inquiries from
44 Landlord regarding required selections regarding the bridge crane. Tenant shall be responsible for
45 all costs and expenses incurred by Landlord in connection with the purchase and installation of the
46 bridge crane in excess of the Crane Allowance; however, Landlord agrees to promptly notify
47 Tenant of any such expected costs and expenses relative to the Crane Allowance. Any sums due
48 Landlord under this Section 2.03 shall be paid by Tenant to Landlord within thirty (30) days of
49 Landlord's delivery to Tenant of an invoice for those costs and expenses which exceed the Crane

50 Allowance, together with reasonable verification of all amounts incurred by Landlord with respect
51 to the purchase and installation of the bridge crane. Upon termination of this Lease, the bridge
52 crane shall remain the property of Landlord.

53

54 2.04 Within thirty (30) days following the Commencement Date, Tenant shall submit to
55 Landlord a punch-list of the Improvements remaining to be completed and/or repaired. Landlord
56 shall have thirty (30) days to complete and/or repair such Improvements.

57

58

SECTION 3: THE TERM

59

60 3.01 The Term will commence (the "Commencement Date") on the earlier of:

61

62 (i) The date Tenant takes possession of the Premises; or

63

64 (ii) The date Landlord substantially completes the Improvements.

65

66 The Term will be Five (5) years, from and after the Commencement Date. If the Commencement
67 Date is other than the first day of a calendar month, the Term will be extended to terminate at the
68 end of the calendar month in which it would otherwise terminate under the preceding sentence.

69

70 3.02 The date shown in Section 2.02 represents Landlord's estimate of the date the Pre-
71 mises will be ready for occupancy. Landlord agrees to use its best efforts to complete all work, and
72 to tender possession to Tenant, on or before the date shown in Section 2.02. If Landlord is unable,
73 due to force majeure or any other reason outside Landlord's reasonable control, to tender
74 possession on that date, the validity of this Lease or the obligations of Tenant hereunder shall not
75 be affected, Tenant may not terminate this Lease, and Landlord will have no liability for damages,
76 provided, however, Tenant's obligation to pay rent and other charges due hereunder shall be
77 delayed until possession is delivered and the Commencement Date shall be extended until the
78 date possession is tendered.

79

80 3.03 The Improvements will be deemed "substantially complete" under Section 3.01 as
81 soon as a temporary or permanent Certificate of Occupancy is issued by the City of Rochester Hills.
82 The Improvements will not be considered incomplete if only minor or insubstantial details of
83 construction, decoration or mechanical adjustments remain to be done within the building, or if
84 only landscaping or exterior trim remains to be done outside the building, or if the delay in the
85 availability of the Premises for Tenant's occupancy is caused in whole or in part by Tenant.
86 Landlord will require its contractor to cooperate with Tenant's installers of equipment, trade fixtures,
87 furnishings and decorations attached to the Improvements to the maximum extent possible, but
88 Tenant agrees that delay of or interference with construction caused by such installers will not
89 postpone the Commencement Date or the obligation to begin paying rent. By occupying the
90 Premises, Tenant will be deemed to have accepted the Premises and acknowledged that they
91 are in the condition called for in this Lease, subject only to punch list items, or other items which, by
92 their nature, are latent, hidden or not reasonably discoverable by Tenant. Landlord and Tenant
93 shall work together in good faith to resolve any such condition issues, if any.

94

95 3.04 Following the execution of this Lease, but prior to the Commencement Date,
96 Tenant shall have the right to move equipment and fixtures into the warehouse area of the
97 Premises, so long as said entry is coordinated with Landlord in advance, and said entry does not
98 interfere with Landlord's construction of the Improvements. Such entry will be deemed to be under
99 all the provisions of this Lease; except that Tenant shall not be required to pay any base rent,

100 additional rent, taxes, insurance, utilities, or any other sums for the period prior to the
101 Commencement Date. Prior to moving any equipment and/or fixtures into the warehouse
102 pursuant to this Section, Tenant shall obtain all liability insurance as required by this Lease. All
103 fixtures and equipment moved into the warehouse prior to the Commencement Date shall be at
104 Tenant's sole risk. Tenant acknowledges that Landlord has agreed to the provisions of this Section
105 solely for the convenience of Tenant and Landlord shall have no obligations or duties with respect
106 to any such fixtures and equipment which Tenant elects to move into the warehouse.
107

108 3.05 Landlord and Tenant will execute a written instrument confirming the
109 Commencement Date and the expiration date of the Term.
110

111 3.06 Provided that (i) Tenant is not in default under the terms or conditions of this Lease
112 and no circumstances exist which with the passage of time or giving of notice or both could
113 become a default under the Lease and (ii) the Tenant has timely exercised the option to extend
114 the term of this Lease as provided herein, Tenant shall have the option to extend the term of this
115 Lease for One (1) additional period of three (3) years from and after the expiration of the original
116 Term. Should Tenant desire to exercise any such option, such option shall be deemed validly
117 exercised only if Landlord shall have received written notice of exercise of option from Tenant on or
118 before one hundred eighty (180) days prior to the expiration of the original Term of this lease. TIME
119 SHALL BE DEEMED TO BE OF THE ESSENCE IN CONNECTION WITH THE TIMELY EXERCISE OF THIS
120 OPTION. In the event of the timely exercise of this option, all terms and conditions of this Lease shall
121 continue and remain in full force and effect during the option term other than Basic Rent. Within
122 thirty (30) days of Tenant's notice to Landlord of its exercise of an option, Landlord shall determine
123 the Basic Rent for the option term by taking the average of the two market rents for comparable
124 facilities established by (2) commercial brokers (from different firms) selected by Landlord (and
125 both brokers shall be from two of the four largest industrial brokerage firms by volume in the Detroit
126 metropolitan area) based on then applicable comparables in rent for a building of this kind in the
127 same geographical market (the "Option Rent"). Notwithstanding the rates established by the
128 brokers, in no event shall the monthly Option Rent rate be less than the amount called for in section
129 4.01 herein for the last month of the original term. Tenant shall have fifteen (15) days following
130 notice of the Option Rent to either accept the Option Rent, rescind its exercise of the applicable
131 option, or enter into negotiations with Landlord for an additional period of Fifteen (15) days (the
132 "Negotiated Option Rent Period") to arrive at a mutually acceptable rental rate for the 3-year
133 option term. If; (i) Tenant does not provide notice as set forth herein to the Land lord of its selection,
134 the Tenant shall be deemed to have elected to accept the Option Rent or if (ii) the Landlord and
135 Tenant are not able to agree on a mutually acceptable rental rate during the Negotiated Option
136 Rent Period than the option to extend shall become null and void. The foregoing option to extend
137 the Term is for the sole and exclusive use and benefit of the Tenant named herein and may not be
138 assigned to our exercised or assumed by any other person or entity, including, without limitation
139 any trustee in bankruptcy.

140 SECTION 4: THE BASE RENT

141
142 4.01 Tenant agrees to pay to Landlord, as minimum net rental for the original Term of this
143 Lease, the total amount of Eight Hundred Seventy Six Thousand One Hundred Fifty Dollars
144 [\$876,150.00], in monthly installments as follows:

145
146 The partial first
147 calendar month of
148 the Term, if any,
149 and Months 1-12 \$13,387.50

150	Months 23-24	\$14,062.50
151	Months 25-36	\$14,625.00
152	Months 37-48	\$15,187.50
153	Months 39-60	\$15,750.00

154

155 Tenant, upon execution of this Lease, shall send to Landlord by wire transfer the amount of Thirteen
 156 Thousand Three Hundred Eighty Seven and 50/100 Dollars (\$13,387.50) as Tenant's first month's base
 157 rent, paid in advance, together with the Tenant's security deposit as set forth in Section 29 of this
 158 Lease.

159

160 4.02 Each monthly installment of minimum net rental will be paid in advance, without
 161 any set-offs or deductions, on the first day of each and every month (the "Rent Day") during the
 162 Term, at the office of the Landlord at the address first shown above, or at such other place as
 163 Landlord from time to time may designate in writing. In the event the Commencement Date is
 164 other than the first day of a calendar month, the rental for the partial first calendar month of the
 165 Term will be prorated accordingly (based on Month 1's base rent), and Month 1 shall, for all
 166 purposes, be deemed to be the first full calendar month of the Term.

167

168 4.03 Anything to the contrary notwithstanding, Tenant, upon taking occupancy of the
 169 Premises, shall pay Landlord a lump sum payment equal to the minimum net rental due for the first
 170 twelve (12) months of this Lease (being a total of eleven (11) month's minimum net rental as Tenant
 171 shall have paid the first month's minimum net rental upon Lease execution). Upon the first
 172 anniversary of the Commencement Date, Tenant shall pay Landlord a lump sum payment equal
 173 to six (6) month's minimum net rental representing an advance payment for the first six (6) months
 174 of the second Lease Year. Beginning upon the first (1st) day of the seventh (7th) month of the
 175 second Lease Year and continuing every three (3) months thereafter during the Lease Term,
 176 Tenant shall pay Landlord, in advance, the minimum net rental due for the following three (3)
 177 month period. (e.g. minimum net rental shall be paid by Tenant quarterly in advance).

178

179 Landlord and Tenant acknowledge and agree that this is a net lease, and that it must yield,
 180 net, to Landlord during the original Term, not less than the minimum net rent shown in Section 4.01

181

SECTION 5: LATE CHARGES AND INTEREST

182

183 5.01 Tenant's failure to pay rent when due will cause Landlord to incur unanticipated
 184 costs and expenses, the exact amount of which are impractical or extremely difficult to ascertain,
 185 including, but not limited to, processing and accounting charges or late charges imposed on
 186 Landlord. Therefore, any rent or other sums, if any, payable by Tenant to Landlord under this Lease
 187 which are not paid on or before the 5th day of each month, will be subject to a late charge of five
 188 percent (5%) of the amount due. Such late charges will be due and payable as additional rent on
 189 or before the next Rent Day. The parties agree that such late charge represents a fair and
 190 reasonable estimate of the costs Landlord will incur by reason of such late payment.
 191 Notwithstanding the foregoing, Landlord shall not assess such late charge if Tenant fails to make a
 192 payment within such five (5) day period for the first such occurrence during any twenty-four (24)
 193 month period of the Lease so long as payment is made within five (5) days after written notice from
 194 Landlord.

195

196 5.02 Any rent, late charges or other sums payable by Tenant to Landlord under this
 197 Lease not paid within thirty (30) days after the same are due will bear interest at a per annum rate
 198 equal to the greater of twelve percent (12%) or three (3) percentage points above the base rate
 199 of interest per annum from time to time published or announced by Comerica Bank to its best

200 commercial customers, as of the date when such rent, late charges or other sums became due,
201 but not in excess of the maximum interest rate permitted by law. Such interest will be due and
202 payable as additional rent on or before the next Rent Day, and will accrue from the date that such
203 rent, late charges or other sums are payable under the provisions of this Lease until actually paid by
204 Tenant.
205

206 5.03 Any default in the payment of rent, late charges or other sums will not be
207 considered cured unless and until the late charges and interest due hereunder are paid by Tenant
208 to Landlord. If Tenant defaults in paying such late charges and/or interest, Landlord will have the
209 same remedies as on default in the payment of rent. The obligation hereunder to pay late charges
210 and interest will exist in addition to, and not in the place of, the other default provisions of this
211 Lease.
212

213 **SECTION 6: TAXES, ASSESSMENTS AND UTILITIES**

214
215 6.01 Tenant agrees to pay as additional rent for the Premises all taxes and assessments,
216 general and special, all water rates and all other governmental impositions which may be levied
217 on the Premises or any part thereof, or on any building or improvements at any time situated
218 thereon, during or pertaining to the Term and any extensions thereof. All such taxes, assessments,
219 water rates and other impositions will be paid by Tenant before they become delinquent. The
220 property taxes and assessments for the first and last years of the Term or any extension thereof, will
221 be prorated between Landlord and Tenant so that Tenant will be responsible for any such tax or
222 assessment attributable to the period during which Tenant has possession of the Premises (in
223 accordance with the due date method of pro-ration). In the event any assessment is or may be
224 payable in installments, Landlord agrees to elect to pay same in installments, and Tenant's liability
225 therefore shall be limited to those installments attributable to the Term or the period beyond the
226 expiration of the Term during which Tenant retains possession of the Premises. For purposes hereof,
227 taxes and assessments shall include, but shall not be limited to, the following:
228

229 (i) any tax, assessment, water rate, fee, license fee, license tax, business license fee,
230 commercial rental tax, levy, charge, assessment, imposition, penalty or tax imposed by any
231 lawful taxing authority against the land, buildings and improvements presently and/or at
232 any time during the Term comprising the Premises; (ii) any tax on the Landlord's right to
233 receive, or the receipt of, rent or income from the Premises or against Landlord's business of
234 leasing the Premises (excluding Landlord's income tax, franchise tax, estate or inheritance
235 tax and single business tax obligation); (iii) any tax or charge for fire protection, streets,
236 sidewalks, road maintenance, refuse or other services provided to the Premises by any
237 governmental agency; (iv) any tax imposed upon this transaction or based upon re-
238 assessment of the Premises due to a change in ownership or transfer of all or part of
239 Landlord's interest in the Premises; and (v) any charge or fee replacing any tax previously
240 included within the definition of real property tax. In addition, any reasonable costs,
241 expenses and attorneys' fees (including the cost of tax consultants) incurred by Landlord in
242 connection with the negotiation for reduction of the assessed valuation of the land,
243 buildings and improvements comprising the Premises and any protest or contest of taxes
244 shall be included in such term, provided, however, such costs, expenses and fees shall in no
245 event exceed the tax savings obtained as a result of such reduction in assessed valuation.
246

247 The so-called "due-date" method of proration will be used, it be presumed that taxes and
248 assessments are payable in advance. In the event that during the Term of any extension thereof (i)
249 the real property taxes levied or assessed against the Premises are reduced or eliminated, whether

250 the cause is a judicial determination of unconstitutionality, a change in the nature of the taxes
251 imposed or otherwise, and (ii) there is levied, assessed or otherwise imposed on the Landlord, in
252 substitution for all or part of the tax thus reduced or eliminated, a tax (the "Substitute Tax") which
253 imposes a burden upon Landlord by reason of its ownership of the Premises, then to the extent of
254 such burden the Substitute Tax will be deemed a real estate tax for purposes of this paragraph.
255

256 6.02 Tenant agrees to pay all charges made against the Premises for gas, heat,
257 electricity and all other utilities as and when due during the continuance of this Lease. Landlord
258 shall not be liable to Tenant in damages or otherwise (i) if any utility shall become unavailable from
259 any public utility company, public authority or any other person or entity (including Landlord
260 supplying or distributing such utility), (ii) for any interruption or failure in a utility service (including,
261 without limitation, any heating, ventilation or air conditioning) caused by the making of any
262 necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the
263 same shall not constitute a termination of this Lease or an eviction of Tenant. The foregoing
264 disclaimer of Landlord's liability shall not apply to the extent such damages are caused by
265 Landlord's gross negligence or willful misconduct.
266

267 6.03 In the event that payment of any or all of the foregoing taxes, assessments and
268 utilities are to be made from an escrowed fund required to be established by Landlord as
269 Mortgagor under the terms of any first mortgage on the Premises, then Landlord will so notify
270 Tenant. Tenant will not be required to pay directly such taxes, assessments and utilities as are paid
271 from the escrowed fund, but will instead, as additional rent, pay to Landlord on the first day of
272 each month of the Term an amount equal to the amount required to be paid by Landlord under
273 the terms of such first mortgage to the escrowed fund on account of such charges. If the actual
274 taxes, assessments and utilities, when due, exceed the total amounts from time to time paid
275 therefore by Tenant, then Tenant will pay on demand any deficiency to Landlord. If such
276 payments by Tenant, over the Term, exceed the amount of taxes, assessments and utilities paid
277 therefrom, such excess will be refunded by Landlord to Tenant at the expiration of the Term, or
278 when such excess is refunded by the mortgagee to Landlord, whichever first occurs.
279

280 6.04 Tenant shall pay directly to the taxing authority, before delinquency, all personal
281 property taxes assessed, levied, charged or unpaid against trade fixture(s), furnishing(s), equipment
282 or any other personal property belonging to Tenant at the Premises. If any of Tenant's personal
283 property or the foregoing items are taxed with the Premises (i.e., if Tenant's personal property taxes
284 are for some reason included in the real property tax bill for the Premises), Tenant shall pay
285 Landlord the taxes for the personal property or such items within fifteen (15) days after Tenant
286 receives a written statement from Landlord for such personal property taxes.
287

288 SECTION 7: USE OF THE PREMISES

289
290 7.01 The Premises during the continuance of this Lease will be used and occupied for
291 office and light manufacturing only and for no other purpose without the prior written consent of
292 Landlord. Tenant agrees that it will not use or permit any person to use the Premises or any part
293 thereof for any use or purposes in violation of the laws of the United States, the laws, ordinances or
294 other regulations of the State and municipality in which the Premises are located, or of any other
295 lawful authorities. During the Term or any extended term, Tenant will keep the Premises and every
296 part thereof and all buildings at any time situated thereon in a clean and wholesome condition (as
297 is normal and customary for Tenant's business operations) and generally will comply with all lawful
298 health and policy regulations. All signs and advertising displayed in and about the Premises will be
299 such only as to advertise the business carried on upon the Premises and Landlord shall have

300 approval rights over the location, character and size thereof (which approval shall not be
301 unreasonably withheld or delayed). Tenant's signage on the Premises shall be at Tenant's sole cost.
302 No signs will be displayed except as approved in writing by Landlord (which approval shall not be
303 unreasonably withheld or delayed), and no awning will be installed or used on the exterior of the
304 building unless approved in writing by Landlord (which approval shall not be unreasonably
305 withheld or delayed).

306
307 7.02 Manner of Use. Tenant shall not cause or permit the Premises to be used in any
308 way which constitutes a violation of any law, ordinance, or governmental regulation or order, or
309 which constitutes nuisance or waste.

310
311 7.03 Indemnity. Tenant shall indemnify and defend Landlord against and hold Landlord
312 harmless from any and all costs, claims or liability damage or expense, including attorneys' fees, in
313 connection with loss of life, personal injury and/or damage to property or any other matter arising
314 from: (a) any occurrence in, upon or at the Premises, which is in Tenant's reasonable control; (b)
315 the conduct of Tenant's business or anything else done or permitted by Tenant to be done in or
316 about the Premises; (c) any breach or default in the performance of Tenant's obligations under this
317 Lease; (d) any misrepresentation or breach of warranty by Tenant under this Lease; or (e) other
318 acts or omissions of Tenant. Tenant shall reimburse Landlord for any reasonable legal fees or costs
319 incurred by Landlord in connection with any such claim. The foregoing indemnity and hold
320 harmless agreement shall extend to the holder of any first mortgage upon Landlord's interest in the
321 Premises. As a material part of the consideration to Landlord, Tenant hereby waives all claims in
322 respect thereof against Landlord, except for any claim arising out of Landlord's gross negligence or
323 willful misconduct. Notwithstanding the foregoing, the parties acknowledge that insurance
324 coverage is being purchased as more fully provided in this Lease, which insurance coverage is
325 intended to protect Landlord, Landlord's mortgagee, and Tenant from all risks, and the parties will
326 use their best efforts to enforce any insurance coverage.

327

328 SECTION 8: INSURANCE (LANDLORD TO OBTAIN)

329

330 8.01 Landlord, at Tenant's expense, will obtain and maintain at all times until termination
331 of this Lease and surrender of the Premises to Landlord, a primary policy of insurance covering the
332 Premises and providing the insurance protection to Landlord described in this Section 8. Landlord
333 will retain in its possession the original policy and all endorsements, renewal certificates and new
334 policies, if any, issued during the Term, but will provide Tenant upon request certificates evidencing
335 the existence of the policy. Tenant agrees to pay the premiums for such insurance as additional
336 rent within thirty (30) days after Landlord delivers personally or mails an invoice therefore to Tenant.
337 Tenant acknowledges that the payment of the premiums is Tenant's responsibility, and Landlord
338 will not be required to have paid the premiums prior to invoicing Tenant therefore.

339

340 8.02 The liability coverage under the primary policy will name Landlord and Landlord's
341 mortgagee, only, as insured parties, and will provide comprehensive general public liability
342 insurance coverage against claims for or arising out of bodily injury, death or property damage,
343 occurring in, on or about the Premises or property in, on or about the streets, sidewalks or properties
344 adjacent to the Premises. The limits of coverage will be, if dual limits are provided, Two Million Five
345 Hundred Thousand Dollars (\$2,500,000.00) with respect to injury or death of a single person, Two
346 Million Five Hundred Thousand Dollars (\$2,500,000.00) with respect to any one occurrence and One
347 Million Dollars (\$1,000,000.00) with respect to any one occurrence of property damage, or, in the
348 alternative, a single limit policy in the amount of Two Million Five Hundred Thousand Dollars
349 (\$2,500,000.00).

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8.03 The property coverage under the primary policy will insure the Improvements, as defined in Section 1.01 hereof (but not any personal property, fixtures or equipment of Tenant), for full replacement cost against loss by fire, with standard extended risk coverage, vandalism, malicious mischief, sprinkler leakage and all other risk perils. The named insureds will be Landlord and Landlord's mortgagee, only. The initial amount of this insurance will be Two Million Dollars (\$2,000,000.00), such amounts may be increased upon notice to Tenant on the recommendation or requirement of Landlord or Landlord's mortgagee, in order to reflect increases in the replacement cost of the Improvements.

8.04 The primary policy also will provide loss of rents coverage sufficient, as reasonably determined by Landlord, to cover the net rental and all other charges which are the obligation of Tenant under this Lease for a 6-month period from the date of any loss or casualty.

8.05 In addition to the above, and not by way of substitution therefore, Tenant shall obtain, at its own expense, a general public liability insurance policy, including blanket contractual coverage, which shall name Landlord and Landlord's mortgagee as additional insureds. The policy shall contain cross-liability endorsements, and shall have the same limits of coverage as set forth in Section 8.02 as the same may be changed or amended from time to time. Such policy shall be issued by an insurance company having an A.M. Best Company rating of not less than "A-IX". The policy procured by Tenant under this Subsection 8.05 must provide for at least thirty (30) days' written notice to Landlord of any cancellation (if available from the insurer). A certificate of insurance or a copy of the policy will be delivered by Tenant to Landlord prior to the effective date thereof, together with receipts evidencing payment of the premiums therefore. Tenant will deliver certificates of renewal for such policies to Landlord at least thirty (30) days prior to the expiration dates thereof. The insurance provided by Tenant under this Subsection 8.05 may be in the form of a blanket insurance policy covering other properties as well as the Premises; provided, however, that any such policy or policies of blanket insurance must specify therein, or Tenant must furnish Landlord with a written statement from the insurers under such policy or policies specifying, the amount of the total insurance allocated to the Premises, which amounts required by Subsection 8.02 hereof; provided, however, that any such policy or policies of blanket insurance must, as to the Premises, otherwise comply as to endorsements and coverage with the other provisions of this Subsection 8.05.

8.06 Except with respect to the insurance required by Subsections 8.02 and 8.05, neither Landlord nor Tenant may take out separate insurance concurrent in form or contributing in the event of loss with that required under Section 8 unless Landlord and Tenant are included therein as the insured payable as provided in this Lease. Each party will notify the other immediately of the placing of any such separate insurance.

8.07 If Tenant fails to provide all or any of the insurance required by Subsection 8.05 or subsequently fails to maintain such insurance in accordance with the requirements thereof, Landlord may (but will not be required to) procure or renew such insurance, and any amounts paid by Landlord for such insurance will be additional rental due and payable on or before the next Rent Day, together with late charges and interest as provided in Section 5.

8.08 If Landlord's mortgagee under any first mortgage on the Premises at any time requires, pursuant to the terms of the mortgage, that payment of insurance premiums be made from an escrowed fund, then Landlord will so notify Tenant. In such event, Tenant will not directly pay the insurance premiums, but instead will pay to Landlord, as additional rent, the amounts which Landlord must pay into the escrowed fund on account of such premiums. If the actual premiums, when due, exceed the total payments from time to time made by Tenant under the previous

402 sentence, then Tenant upon demand will pay any deficiency to Landlord. If the payments made
403 by Tenant under this Subsection over the Term exceed the amount of premiums paid from such
404 fund, Landlord will refund the excess to Tenant at the expiration of the Term, or at the time such
405 excess is refunded by the mortgagee to Landlord, whichever occurs first.
406

407 **SECTION 9: DAMAGE BY FIRE OR OTHER CASUALTY**
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409 9.01 (a) In the event the Premises are damaged or destroyed in whole or in part by fire or
410 other insured casualty and insurance proceeds sufficient to restore the damage have been made
411 available therefor by the holder or holders of any mortgages or deeds of trust covering the
412 Premises, the damage shall be repaired by and at the expense of Landlord to the extent of such
413 insurance proceeds available therefor, provided such repairs and restoration can, in Landlord's
414 reasonable opinion, be made within two hundred forty (240) days after the occurrence of such
415 damage ("Repair Timeframe") without the payment of overtime or other premiums, and until such
416 repairs and restoration are completed the rent and additional rent due hereunder shall be abated
417 in proportion to the part of the Premises which is unusable by Tenant in the conduct of its business.
418 Landlord agrees to notify Tenant within thirty (30) days after such casualty ("Notice Timeframe")
419 whether or not it will be able to repair and restore the Premises within the Repair Timeframe. Such
420 notice shall set forth the approximate length of time Landlord estimates will be required to
421 complete such repairs and restoration. In the event Landlord fails to notify Tenant of the estimated
422 repair time, Landlord will be deemed to have estimated that the repairs and restoration can be
423 completed within the Repair Timeframe. Notwithstanding anything to the contrary contained
424 herein, if Landlord cannot, or estimates it cannot, make such repairs and restoration within the
425 Repair Timeframe, then Tenant may, by written notice to Landlord, terminate this Lease as of the
426 date of the occurrence of such damage, provided such notice is given to Landlord within thirty
427 (30) days after Landlord notifies Tenant of the estimated time for completion of such repairs and
428 restoration. In the event Landlord elects to restore the Premises but fails or is unable to deliver
429 possession to Tenant within the Repair Timeframe (as such period shall be extended due to an
430 event of force majeure) then Tenant may, within fifteen (15) days after the expiration of the Repair
431 Timeframe, terminate this Lease by written notice to Landlord, in which event this Lease shall
432 terminate as of the date of such notice, unless possession is delivered or can be delivered prior to
433 the date of Tenant's notice of termination. In the event Landlord elects to restore and repair the
434 damage, Tenant shall pay Landlord the deductible amount (if any) under Landlord's insurance
435 policies. There shall be no abatement of rent in the event the damage or destruction was caused
436 by the grossly negligent or willful act of Tenant. Tenant understands that Landlord will not carry
437 insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment
438 removable by Tenant under the provisions of this Lease, and that Landlord shall not be obligated to
439 repair any damage thereto or replace the same. Landlord shall not be required to repair any injury
440 or damage by fire or other cause, or to make any repairs or replacements of improvements
441 installed in the Premises by Tenant.
442

443 (b) In case the Premises shall be so injured or damaged, whether by fire or otherwise, or
444 in the event sufficient insurance proceeds are not or will not be made available to Landlord, such
445 that Landlord, within the Notice Timeframe, shall elect not to reconstruct or rebuild the Premises,
446 then notwithstanding anything contained herein to the contrary, upon notice in writing to that
447 effect given by Landlord to Tenant within the Notice Timeframe, Tenant shall pay the rent and
448 additional rent, properly apportioned up to date of occurrence of such damage, this Lease shall
449 terminate from the date of delivery of said written notice, Landlord shall return the Security Deposit
450 to Tenant, and both parties hereto shall be freed and discharged from all further obligations
451 hereunder, except as to covenants which expressly survive termination hereof.

452
453 (c) If the Premises are damaged or destroyed to the extent of twenty-five percent
454 (25%) percent or more of their value during the last six (6) months of the Term, Landlord shall not be
455 obligated to repair or restore and may elect for any reason to terminate this Lease as of the date
456 of such damage, in which event, Landlord shall return the Security Deposit to Tenant, and neither
457 party shall have any further obligation or liability to the other, except as to covenants which
458 expressly survive termination hereof.

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460
461 9.02 Tenant will have the option, exercisable by written notice to Landlord upon restor-
462 ation of the Premises, to extend the original Term of this Lease (or the extension of the Term during
463 which the damage or destruction occurred, as the case may be) for a period equal to the period,
464 if any, during which Tenant was deprived of the use of all or a significant portion of the Premises by
465 reason of such damage or destruction. Tenant's option must be exercised within thirty (30) days
466 following completion of the work of restoration and repair (and delivery to Tenant).

467

468 **SECTION 10: REPAIRS**

469
470 10.01 Landlord represents and warrants that all systems serving the Premises will be in
471 usable and working order on the Commencement Date, including without limitation, the HVAC,
472 structural, electrical, mechanical, sewer (including free flow up to the main sewer line), plumbing,
473 overhead doors and doorways, sprinklers, walls, floors, ceilings, electrical buss ducts, sidewalks, and
474 driveway areas. The Tenant agrees at its own expense to keep the Improvements and Premises
475 (including all interior walls, overhead doors and doorways, the exterior and interior portion of all
476 doors, door checks, windows, window frames, plate glass, all plumbing and sewage facilities,
477 including free flow up to the main sewer line, fixtures, heating and air conditioning and sprinkler
478 system, walls, floors and ceilings, all structural and nonstructural elements, cranes, cranes, cranes,
479 electrical buss ducts, mechanical, electrical and plumbing systems, interior, exterior, and
480 landscaped areas, sidewalks, driveway areas and all other systems and equipment) in no less
481 appearance and repair as they were on the Commencement Date during the Lease Term. The
482 plumbing and sewage facilities serving the Premises shall not be used for any purpose other than
483 that for which they are constructed, nor shall Tenant introduce any matter therein which results in
484 blocking the said facilities. Landlord hereby agrees to be responsible for any necessary repairs in
485 connection with any violation of Landlord's representations hereunder. Tenant hereby agrees to
486 be responsible for any expenses incurred in connection with any breakage, stoppage or damage
487 resulting from a violation of this provision by Tenant, its agents, employees, invitees, licensee or
488 contractors. Tenants with cranes owned by the Landlord are fully responsible for compliance with
489 OSHA and other governmental regulations, and are fully responsible for returning cranes to
490 Landlord in good operating condition and in compliance with OSHA requirements. Safety and
491 load switches must be used at all times, and any damage to the drum or other parts will be
492 repaired at Tenant's expense. Tenant shall promptly replace any portion of the Premises or system
493 or equipment in the Premises which cannot be fully repaired, regardless of whether the benefit of
494 such replacement extends beyond the Lease Term, provided, however, that Landlord agrees to
495 perform at its expense any required repair, maintenance and/or replacement of the roof and
496 exterior walls, unless such repair, maintenance and/or replacement is required as a result of
497 negligent act(s) or omission(s) by Tenant. Tenant shall also maintain a preventive maintenance
498 contract providing for the regular inspection and maintenance of the heating and air conditioning
499 system, by a licensed heating and air conditioning contractor. However, Landlord shall have the
500 right, upon written notice to Tenant if Tenant fails to fulfill such obligation, to undertake the
501 responsibility for preventive maintenance of the heating and air conditioning system, at Tenant's

502 reasonable expense. It is the intention of Landlord and Tenant that, at all times during the Lease
503 Term, Tenant shall maintain the Premises in an attractive, first-class and fully operative condition.
504 Landlord shall not be called upon to make any repairs occasioned by the act or negligence of
505 Tenant, its agents, employees, invitees, licensees or contractors, except to the extent that Landlord
506 is reimbursed therefore under any policy of insurance permitting waiver of subrogation in advance
507 of loss. Landlord shall not be called upon to make any other improvements or repairs of any kind
508 upon said premises and appurtenances.

509
510 10.02 Notwithstanding any other provision of this Lease, from and after the
511 Commencement Date, any repairs, additions or alterations to the Improvements or any of its
512 systems (e.g., plumbing, electrical, mechanical) structural or non-structural, which are required by
513 any law, statute, ordinance, rule, regulation or governmental authority or insurance carrier,
514 including, without limitation, OSHA, will be the obligation of Landlord, except for those repairs,
515 additions or alterations which are required due to Tenant's particular use of the Premises or any
516 modification of the Premises proposed or requested by Tenant, in which case, the same will be the
517 obligation of Tenant. As appropriate, for the Term, Landlord will assign to Tenant the benefit of all
518 guarantees and warranties covering the Improvements and the systems thereof. At termination of
519 the Lease, as appropriate, Tenant will assign to Landlord the benefit of all guarantees and
520 warranties covering the Improvements and the systems thereof.

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522 **SECTION 11: PAYMENT FOR SERVICES RENDERED BY LANDLORD**

523
524 11.01 If Landlord at any time: (i) does any work or performs any service in connection
525 with the Premises, or (ii) supplies any materials to the Premises, and the cost of the services, work or
526 materials is Tenant's responsibility under the provisions of this Lease, Landlord will invoice Tenant for
527 the cost, payable within thirty (30) days after delivery of the invoice. This Section will apply to any
528 such work, services or materials, whether furnished at Tenant's request or on its behalf and whether
529 furnished or caused to be furnished by Landlord or its agents, employees or contractors. All
530 amounts payable under this Section will be additional rental, and failure by Tenant to pay them
531 when due will be a default under this Lease and further will result in the assessment of late charges
532 and interest under Section 5.

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534 **SECTION 12: ALTERATIONS**

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536 12.01 The parties agree that Tenant will not make any alterations, additions, or improve-
537 ments to the Premises without the written consent of Landlord (which consent shall not be
538 unreasonably withheld or delayed) and, if required by the terms of any mortgage on the Premises,
539 the written consent of the mortgagee; provided that it is not necessary for Tenant to seek
540 Landlord's consent if the alterations, additions or improvements do not impact the structure of the
541 Premises and cost less than \$5,000 (in such event Tenant will still be responsible to send prior written
542 notice to Landlord of such alterations, additions, or modifications). All alterations, additions or im-
543 provements made by either of the parties hereto on the Premises will be the property of Landlord
544 and will remain on and be surrendered with the Premises at the termination of this Lease, except
545 that alterations, additions or improvements made by Tenant must be removed and the Premises
546 restored by Tenant if so required by Landlord by written notice to Tenant not less than twenty five
547 (25) days prior to the expiration of the Term. Tenant shall promptly remove any alterations,
548 additions, or improvements constructed in violation of this Section 12.01 upon Landlord's written
549 request. Tenant shall be responsible, at its expense, to obtain all required permits, inspections and
550 approvals for the prosecution of its work. All alterations, additions, and improvements will be

551 accomplished in a good and workmanlike manner, in conformity with all applicable laws and
552 regulations, and by a contractor approved by Landlord (which approval shall not be unreasonably
553 withheld or delayed). Upon completion of any such work, Tenant shall provide Landlord with "as
554 built" plans, copies of all construction contracts, and proof of payment for all labor and materials.
555 Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant shall
556 give Landlord at least ten (10) days' prior written notice of the commencement of any work
557 performed at the Premises pursuant to this Section.

558
559 12.02 With respect to any work contemplated or authorized in Section 12.01, Tenant shall
560 require any contractor of Tenant performing work on the Premises to take out and keep in force, at
561 no expense to Landlord, (a) comprehensive general liability insurance, including contractor's
562 liability coverage, contractual liability coverage, completed operations coverage, broad form
563 property damage endorsement and contractor's protective liability coverage, to afford protection
564 to the limit, for each occurrence of not less than Two Million Dollars (\$2,000,000.00) with respect to
565 personal injury or death and One Million Dollars (\$1,000,000.00) with respect to property damage
566 naming Landlord as additional named insured and loss payee; and (b) worker's compensation or
567 similar insurance in form and amounts required by law.
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571 **SECTION 13: LIENS**

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573 13.01 After the Commencement Date, Tenant will keep the Premises free of liens of any
574 sort and will hold Landlord harmless from any liens which may be placed on the Premises except
575 those attributable to the acts of Landlord. Tenant agrees to bond against or discharge any
576 mechanic's or materialmen's lien (except those attributable to the acts of Landlord) within ninety
577 (90) days after written request therefor by Landlord. In the event Tenant fails to comply with this
578 Section 13.01, and Landlord incurs costs and expenses related thereto, Tenant shall reimburse
579 Landlord for any and all such costs and expenses which may be incurred by Landlord by reason of
580 the filing of such liens and/or the removal of same (including reasonable attorney fees), such
581 reimbursement to be made within thirty (30) days after receipt by Tenant from Landlord of an
582 itemized statement setting forth the amount of such costs and expenses. The failure of Tenant to
583 pay any such amount to Landlord within said thirty (30) day period shall carry with it the same
584 consequences as failure to pay any installment of rent.
585

586 **SECTION 14: EMINENT DOMAIN**

587
588 14.01 If any portion of the building's net rentable area is condemned or taken in any
589 manner (including without limitation any conveyance in lieu thereof) for any public or quasi-public
590 use, and such condemnation or taking materially and negatively affects the Tenant's use of the
591 Premises, then Tenant may terminate this Lease, effective as of the date title is vested in the
592 condemning authority, by written notice to Landlord. If such a portion of the parking area is so
593 condemned or taken that the number of parking spaces remaining are less than the number
594 required by applicable zoning or other code for the building, then Tenant may terminate this
595 Lease, effective as of the date title is vested in the condemning authority, by written notice to
596 Landlord, but the failure of the Premises to comply with any parking requirement shall not be a
597 default hereunder.
598

599 14.02 If this Lease is not terminated following such a condemnation or taking, Landlord, as
600 soon as reasonably practicable after such condemnation or taking and the determination and
601 payment of Landlord's award on account thereof, shall expend as much as may be necessary of
602 the net amount which is awarded to Landlord and released by Landlord's mortgagee, if any, in
603 restoring, to the extent originally constructed by Landlord (consistent, however, with zoning laws
604 and building codes then in existence), so much of the building as was originally constructed by
605 Landlord to an architectural units as nearly like its condition prior to such taking as shall be
606 practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of
607 restoring the building, in the reasonable estimate of Landlord, Landlord may terminate this Lease,
608 effective as of the date title is vested in the condemning authority, by written notice to Tenant,
609 unless Tenant, within ten (10) days following such notice of termination, notifies Landlord that
610 Tenant will bear such cost.

611
612 14.03 If this Lease is not terminated pursuant to Section 14.01, the minimum net rental
613 payable by Tenant shall be reduced in proportion to the reduction in net rentable area of the
614 building by reason of the condemnation or taking. If this Lease is terminated pursuant to Section
615 14.01, the minimum net rental and other charges which are the obligation of Tenant hereunder
616 shall be apportioned and prorated accordingly as of the date of termination.

617
618 14.04 The whole of any award or compensation for any portion of the Premises taken,
619 condemned or conveyed in lieu of taking or condemnation shall be solely the property of and
620 payable to Landlord. Nothing herein contained shall be deemed to preclude Tenant from
621 seeking, at its own cost and expense, an award from the condemning authority for loss of its
622 business, leasehold estate, the value of any trade fixtures or other personal property of Tenant in
623 the Premises or moving expense, provided that the award for such claim or claims shall not be in
624 diminution of the award made the Landlord.

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627 **SECTION 15: ASSIGNMENT OR SUBLETTING**

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629 15.01 Tenant agrees not to assign or in any manner transfer this Lease or any interest in this
630 Lease without the previous written consent of Landlord, and not to sublet the Premises or any part
631 of the Premises or allow anyone to use or to come in with, through or under it without like consent,
632 which consent will not be withheld unreasonably. In no event may Tenant assign or otherwise
633 transfer this Lease or any interest in this Lease at any time while in default thereunder. One such
634 consent will not be deemed a consent to any subsequent assignment, subletting, occupation, or
635 use by any other person. Any attempted assignment, mortgage, encumbrance, subletting or
636 transfer without Landlord's consent shall be void and shall constitute a non-curable breach of this
637 Lease. If Tenant is a partnership, any cumulative transfer of more than 20% of the partnership
638 interests shall be deemed an assignment of this Lease and shall require Landlord's consent. The
639 sale, issuance or transfer of any voting capital stock or membership interests of Tenant or in any
640 entity owning a controlling interest in Tenant (if Tenant be a non-public corporation or limited
641 liability company) which results in any change in a controlling interest of the voting stock or
642 membership interest of the corporation or limited liability company or in the entity owning a
643 controlling interest in Tenant, shall be deemed an assignment of this Lease and shall require
644 Landlord's consent, except as to transfers to family members and lineal descendants for estate
645 planning purposes. Tenant may, however, assign this Lease (without the consent of, but with
646 written notice to, Landlord) to a corporation or entity with which it may merge or consolidate, to
647 any parent or subsidiary of Tenant or subsidiary of Tenant's parent, or to a purchaser of substantially
648 all of Tenant's assets if the assignee has assets and creditworthiness substantially equal to or greater

649 than Tenant and if the assignee executes an agreement required by Landlord assuming Tenant's
650 obligations. The acceptance of rent from an assignee, subtenant or occupant will not constitute a
651 release of Tenant from the further performance of the obligations of Tenant contained in this Lease.
652 In the event of any assignment or sublease of all or any portion of the Premises where the rental or
653 other consideration reserved in the sublease or by the assignment exceeds the minimum net
654 monthly rental required under this Lease, Tenant agrees to pay Landlord monthly, as additional
655 rent, on the Rent Day, fifty (50%) percent of the excess of the rental or other consideration reserved
656 in the sublease or assignment over the minimum net monthly rental reserved in this Lease. Tenant
657 acknowledges that Landlord selected Tenant in part on the basis of Tenant's proposed use and
658 occupation of the Premises, and agrees that Landlord may withhold consent to any proposed
659 sublease or assignment if the subtenant's or assignee's business or proposed use of the Premises
660 would be physically injurious to the Building or would detract from the reputation of the industrial
661 park, if any, within which the Premises are located.

662
663 15.02 No transfer described in this Section 15, whether with or without Landlord's consent,
664 shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other
665 obligations of Tenant under this Lease. Landlord's acceptance of rent from any other person is not
666 a waiver of any provision of this Section 15. Consent to one transfer is not a consent to any
667 subsequent transfer. If Tenant's transferee defaults under this Lease, Landlord may proceed directly
668 against Tenant without pursuing remedies against the transferee. Landlord may consent to
669 subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying
670 Tenant or obtaining its consent. Such action shall not relieve Tenant's liability under this Lease.

671
672 15.03 Tenant's request for consent to transfer described in Section 15.01 above shall be
673 accompanied by a written statement setting forth the details of the proposed transfer, including
674 the name, business and financial condition of the prospective transferee, financial details of the
675 proposed transfer (e.g., the term of and rent and security deposit payable under any assignment
676 or sublease), and any other information Landlord deems relevant. Landlord shall have the right (a)
677 to withhold consent, in its reasonable discretion; (b) to grant consent; or (c) if the transfer is a
678 sublease of the entire Premises or an assignment of this Lease, to terminate this Lease as of the
679 effective date of such sublease or assignment, which case Landlord may elect to enter into a
680 direct lease with the proposed assignee or subtenant. Consent by Landlord to one or more
681 assignments of this Lease or to one or more subletting of the Property shall not operate to exhaust
682 Landlord's rights under this Article.

683
684 15.04 No merger shall result from Tenant's sublease of the Premises under this Section 15,
685 Tenant's surrender of this lease, or the termination of this Lease in any other manner. In any such
686 event, Landlord may terminate any or all subtenancies or succeed to the interest of Tenant as sub-
687 landlord thereunder.

688
689 15.05 No provision of this Lease shall in any manner be construed to restrict or prevent
690 Landlord from assigning or transferring its interest in this Lease.
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692 SECTION 16: INSPECTION OF THE PREMISES

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694 16.01 Tenant agrees to permit Landlord and the authorized representatives of Landlord to
695 enter the Premises at all reasonable times during business hours, and upon 48 hours prior written
696 notice, for the purpose of inspection the same, provided, however, any limitation on entry shall not
697 be applicable in the case of an emergency, including without limitation, the prevention of
698 imminent injury to persons or property.

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SECTION 17: FIXTURES AND EQUIPMENT

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17.01 All fixtures and equipment paid for by Landlord and all fixtures and equipment which may be paid for and placed on the Premises by Tenant from time to time but which are so incorporated and affixed to Improvements that their removal would involve damage or structural change to Improvements, will be and remain the property of Landlord.

17.02 All furnishings, equipment and fixtures other than those specified in Section 17.01, which are paid for and placed on the Premises by Tenant from time to time (other than those which are replacements for fixtures originally paid for by Landlord) will remain the property of Tenant.

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SECTION 18: SECURITY

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18.01 This Lease constitutes a lien as security for the rent and other amounts payable hereunder and for the performance by Tenant of every other obligation herein contained upon all the personal property and fixtures, of any nature, which are or may be placed on the Premises by Tenant. The lien shall be subject to, and may be enforced pursuant to, the provisions of the Michigan Uniform Commercial Code. Notwithstanding anything to the contrary in this Lease, the lien granted by this Section shall be automatically subordinate to any and all purchase money liens granted by Tenant in connection with its acquisition of its personal property and/or fixtures, or subsequent liens given for purposes of refinancing such original purchase money lien(s), in whole or in part.

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SECTION 19: NOTICE OR DEMANDS

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19.01 Any notice or consent required to be given pursuant to this Lease or otherwise desired to be delivered by one party to the other, shall be effective only if in writing which is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); (b) sent by certified mail with postage prepaid, return receipt requested to such party at such address; or (c) by Federal Express or other similar air courier. Notice shall be deemed given upon personal delivery or one (1) business day following mailing or deposit with an air courier. Notices shall be deemed properly addressed if given at the following addresses:

(a) If to Tenant:

AdduXi, Inc.
2711 Centerville Road, Suite 400
Wilmington, Delaware, 19808
and, if after the Commencement Date, also to the Premises

(b) If to Landlord:

General Development Company Limited Partnership No. 3
Two Towne Square, Suite 850
Southfield, MI 48076

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SECTION 20: BREACH; INSOLVENCY; RE-ENTRY

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20.01 The following shall constitute a Default of Tenant hereunder, entitling Landlord to exercise its remedies hereunder or at law or in equity:

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(a) Failure to pay any rent or additional rent or any other sum required to be paid when due hereunder, which failure is not cured within five (5) days from the due date provided, however, in the event any rent or additional rent is not paid when due on more than two (2) occasions in any calendar year during the term, then Landlord may thereafter suspend or eliminate the five (5) day grace period, in which event Tenant shall be in Default if any future payment is not paid when due hereunder;

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(b) Default in the due and punctual performance of any of the non-monetary terms, covenants, agreements, conditions or obligations contained in this Lease, which default(s) are not cured within thirty (30) days following written notice thereof from Landlord;

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(c) Failure to pay, when due, any lawful tax, lawful water rate, lawful assessment lien, lawful encumbrance or other lawful charge which failure is not cured within ten (10) days from the due date;

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(d) Default in obtaining and delivering or keeping in force the policies of insurance herein described or referred to or in reimbursing Landlord for premiums paid on such insurance, as herein provided;

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(e) Any waste, removal or demolition of, or material alteration to, any part of the Premises, except as otherwise permitted herein;

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(f) Failure of Tenant to remove any Federal tax lien or construction lien on the Premises, or to bond off or otherwise adequately secure the Premises against said lien(s), within thirty (30) days of such lien arising, unless Tenant has, within such timeframe, commenced legal action in good faith seeking to nullify or otherwise resolve said lien(s); or

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(g) If, by order of a court of competent jurisdiction, a receiver, liquidator or similar creditor remedy is appointed/placed over Tenant or any Guarantor or of any of Tenant's property;

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(h) If, by decree of a court of competent jurisdiction, Tenant or any Guarantor shall be adjudicated bankrupt or insolvent, or any of its property shall have been lawfully sequestered;

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(i) If a petition to reorganize Tenant pursuant to any bankruptcy or other similar statute applicable to Tenant, as now or hereafter in effect, shall be filed, and shall not be dismissed within sixty (60) days after such filing (except that if a motion is filed by Tenant to dismiss such case and the Court does not adjudicate such motion through no fault of the Tenant);

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- 797 (j) If Tenant or any Guarantor shall file a petition in voluntary bankruptcy or for
- 798 an arrangement or reorganization under any provision of any bankruptcy or
- 799 other similar statute or shall consent to the filing of any such petition;
- 800
- 801 (k) If Tenant or any Guarantor shall make an assignment for the benefit of its
- 802 creditors or shall admit in writing its inability to pay its debts generally as they
- 803 become due;
- 804
- 805 (l) If Tenant or any Guarantor shall apply for or consent to the appointment of
- 806 a receiver, liquidator or trustee of Tenant or of all or any part of its property,
- 807 or if title to, or possession of, the Premises or the Lease shall pass to any
- 808 receiver, trustee or assignee for the benefit of creditors of Tenant;
- 809
- 810 (m) If Tenant or any Guarantor shall institute any proceedings for dissolution or
- 811 liquidation;
- 812
- 813 (n) If Tenant shall assign, sublease or encumber this Lease or the Premises in
- 814 violation of this Lease.
- 815
- 816 (o) If there is any transfer of interest in Tenant, except as otherwise permitted in
- 817 Section 15.
- 818

819 20.02 In the event of any Default by Tenant, Landlord may do one or more of the

820 following:

821

822 (a) Terminate this Lease and Tenant's right to possession of the Premises by any lawful

823 means, as if the expiration of the term fixed in any notice to Tenant were the end of the Lease

824 Term originally demised, and Tenant shall immediately surrender possession of the Premises to

825 Landlord. In such event, Landlord shall be entitled to recover from Tenant, as damages for loss

826 of bargain and not as a penalty, all amounts incurred by Landlord by reason of Tenant's default,

827 including (i) the worth at the time of the award of the unpaid minimum net base rent, additional

828 rent and other charges which had been earned at the time of the termination; (ii) the worth at

829 the time of the award of the amount by which the unpaid minimum net base rent, additional

830 rent and other charges which would have been earned after termination until the time of the

831 award exceeds the amount of such rental loss that could have been reasonably avoided; (iii)

832 the worth at the time of the award of the amount by which the unpaid minimum net base rent,

833 additional rent and other charges which would have been paid for the balance of the term

834 after the time of award exceeds the amount of such rental loss that Tenant proves could be

835 reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the

836 detriment proximately caused by Tenant's failure to perform its obligations under the Lease or

837 which in the ordinary course of things would be likely to result therefrom, including, but not

838 limited to, any costs or expenses incurred by Landlord in maintaining or preserving the Premises

839 after such default, the cost of recovering possession of the Premises, expenses of reletting,

840 including reasonable attorneys' fees and expenses incurred in connection therewith, and any

841 real estate commission paid or payable, but excluding, however, any damages which are

842 consequential or indirect in nature. As used in subparts (i) and (ii) above, the "worth at the time

843 of the award" is computed by allowing interest on unpaid amounts at the Default Rate or such

844 lesser amount as may then be the maximum lawful rate. As used in subpart (iii) above, the

845 "worth at the time of the award" is computed by discounting such amount at the discount rate

846 of ten percent (10%).

847 (b) Re-enter and take possession of the Premises or any part thereof, and repossess
848 same as Landlord's former estate and expel Tenant and those claiming through or under Tenant,
849 and remove the effects of both or either, using such force for such purposes as may be reasonably
850 necessary, without being liable for prosecution thereof, without being deemed guilty of any
851 manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach
852 of covenants or conditions. Should Landlord elect to re-enter as provided in this subparagraph or
853 should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided
854 for by law, Landlord may, from time to time, without terminating this Lease, relet the Premises or any
855 portion thereof in Landlord's name, but for the account of Tenant, for such term or terms (which
856 may be greater or less than the period which would otherwise have constituted the balance of the
857 term of this Lease) and on such conditions and upon such other terms (which may include
858 concessions of free rent and alteration and repair of the Premises) as Landlord, in its commercially
859 reasonable discretion, may determine, and Landlord may collect and receive the rents therefor.
860 Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part
861 thereof, or for any failure to collect any rent due upon such reletting. No such re-entry or taking
862 possession of the Premises by Landlord shall be construed as an election on Landlord's part to
863 terminate this Lease unless a written notice of such intention is given to Tenant. No notice from
864 Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an
865 election by Landlord to terminate this Lease unless such notice specifically so states. Landlord
866 reserves the right following any such re-entry and/or reletting to exercise its right to terminate this
867 Lease by giving Tenant such written notice, in which event this Lease will terminate as specified in
868 said notice. In the event that Landlord does not elect to terminate this Lease as permitted in (a)
869 hereof, but on the contrary, elects to take possession as provided in (b), Tenant shall pay to
870 Landlord; (i) the rent and other sums as herein provided, which would be payable hereunder if
871 such repossession had not occurred, less (ii) the net proceeds, if any, of any reletting of the
872 Premises after deducting all Landlord's reasonable expenses in connection with such reletting,
873 including, but without limitation, all repossession costs, brokerage commissions, legal expenses,
874 reasonable attorneys' fees, expenses of employees, alteration and repair costs and expenses of
875 preparation for such reletting. If, in connection with any reletting, the new lease term extends
876 beyond the existing term, or the premises covered thereby include other premises not part of the
877 Premises, a fair apportionment of the rent received from such reletting and the expenses incurred
878 in connection therewith as provided aforesaid will be made in determining the net proceeds from
879 such reletting.

880
881 (c) Pursue any other remedy now or hereafter available to Landlord under the laws or
882 judicial decisions of the State of Michigan.

883
884 (d) Except as may be caused by Landlord's gross negligence or willful misconduct,
885 Landlord will not be liable for damages to person or property by reason of any legitimate re-entry
886 or forfeiture. In the event of re-entry by Landlord without declaration of forfeiture, the liability of
887 Tenant for the rent provided herein will not be relinquished or extinguished for the balance of the
888 Term, and any rentals prepaid may be retained by Landlord and applied against the cost of re-
889 entry, or as liquidated damages, or both. Tenant will pay, in addition to the rentals and other sums
890 agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action
891 instituted by or involving Landlord to enforce the provisions of, or the collection of the rentals due
892 Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

893
894 (e) If Tenant is the subject of any act or occurrence described in Section 20.01 (g)
895 through (m), inclusive, then Tenant shall be in default under this Lease and, to the extent from time
896 to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code,
897 Landlord shall be entitled to exercise all remedies set forth in the preceding paragraphs of this
898 Section 20.02. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or

899 trustee must assume this Lease or assign it within sixty (60) days from the filing of the proceeding, or
900 he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its
901 selection to be the tenant hereunder was premised in material part on Landlord's determination of
902 Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's
903 further determination that Tenant and the character of its occupancy and use of the Premises
904 would be compatible with the nature of the Premises and other adjacent properties of Landlord.
905 Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to
906 complying will all other requirements for assumption or assignment under the Federal Bankruptcy
907 Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide
908 adequate assurance of future performance, including but not limited to a deposit, the amount of
909 which shall be reasonably determined based on the duration of time remaining in the Term, the
910 physical condition of the Premises at the time the proceeding was filed, and such damages as
911 may be reasonably anticipated after reinstatement of the Lease, taking into account rental
912 market conditions at the time of the reinstatement. In the event of an assignment, the Landlord
913 must be reasonably assured that the financial condition of the assignee is sound, and that its use of
914 the Premises will be compatible with the nature of the Premises and other adjacent properties of
915 Landlord.

916
917 In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-
918 lease the Premises or any portion(s) of the Premises for a term or terms and at a rent which may be
919 less than or exceed the balance of the Term of and the rent reserved under this Lease. In such
920 event Tenant will pay to Landlord as liquidated damages for Tenant's default any deficiency
921 between the total rent reserved and the net amount, if any, of the rents and other charges
922 collected on account of the lease or leases of the Premises which otherwise would have
923 constituted the balance of the term of this Lease. In computing such liquidated damages, there
924 will be added to the deficiency any expenses which Landlord may incur in connection with re-
925 leasing, such as legal expenses, reasonable attorneys' fees, brokerage fees and expenses,
926 advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing.
927 Any such liquidated damages will be paid in monthly installments by Tenant on the Rent Day and
928 any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect
929 the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing
930 computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated
931 damages in one payment equal to any deficiency between the total rent and other charges
932 reserved hereunder and the fair and reasonable rental of the Premises, both discounted at ten
933 percent (10%) per annum to present value at the time of declaration of forfeiture.

934
935 Whether or not forfeiture has been declared, Landlord will not be obliged or be responsible
936 in any way for failure to re-lease the Premises or, in the event that the Premises are re-leased, for
937 failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of
938 the Premises will not release or affect Tenant's liability for rent or damages. Notwithstanding
939 anything to the contrary contained in this Lease, Landlord shall use commercially reasonable
940 efforts to mitigate its damages in the event of Tenant's Default. For the purposes of this Section,
941 listing the Premises with a real estate broker licensed in the State of Michigan, diligently following
942 up on all inquiries, and exercising reasonable judgment as to re-letting the Premises, shall be
943 considered "commercially reasonable efforts" by Landlord.

944
945 20.03 Each right and remedy provided for in this Lease shall be cumulative and shall be in
946 addition to every other right or remedy provided for in this Lease or now or hereafter existing at law
947 or in equity or by statute or otherwise, including, but not limited to, suits for injunctive relief and
948 specific performance. The exercise or beginning of the exercise by Landlord of any one or more of
949 the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or
950 by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any and

951 all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity
952 or by statute or otherwise. All costs incurred by Landlord in connection with collecting any
953 amounts and damages owing by Tenant pursuant to the provisions of this Lease or to enforce any
954 provision of this Lease, including reasonable attorneys' fees from the date any such matter is turned
955 over to any attorney, shall also be recoverable by Landlord from Tenant.
956
957

958 **SECTION 21: SURRENDER OF PREMISES ON TERMINATION**

959
960 21.01 At the expiration (or earlier termination) of the Term, Tenant will surrender the
961 Premises broom clean and in as good condition and repair as they were at the time Tenant took
962 possession, reasonable wear and tear excepted, and promptly upon surrender will deliver all keys
963 and building security cards for the Premises to Landlord at the place then fixed for payment of rent.
964 Upon failure by Tenant to so comply, all reasonable costs and expenses incurred by Landlord in
965 connection with repairing or restoring the Premises to the condition called for herein, shall be
966 invoiced to Tenant and shall be payable as additional rent within thirty (30) days after receipt of
967 invoice (if not offset against the Security Deposit).
968

969 **SECTION 22: PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT**

970
971 22.01 If Tenant fails to pay any sum of money, other than rental, required to be paid
972 hereunder or fails to perform any act on its part to be performed hereunder, including without
973 limitation the performance of all covenants pertaining to the condition and repair of the Premises
974 pursuant to Section 10, above, and such failure shall continue for a period of thirty (30) days (or a
975 reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after
976 notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or
977 releasing Tenant from any of Tenant's obligations, make any such payment or perform any such
978 other act. All sums so paid by Landlord and all necessary incidental costs, including without
979 limitation the cost of repair, maintenance or restoration of the Premises if so performed by Landlord
980 hereunder, shall be deemed additional rental and, together with interest thereon at the rate set
981 forth in Section 5.02, from the date of payment by Landlord until the date of repayment by Tenant
982 to Landlord, shall be payable to Landlord with thirty (30) days after receipt of invoice (with sufficient
983 supporting documentation) by Tenant. On default in such payment, Landlord shall be have the
984 same remedies as on default in payment of rent. The rights and remedies granted to Landlord
985 under this Section 22 shall be in addition to, and not in lieu of all other remedies, if any, available to
986 Landlord under this Lease or otherwise, and nothing herein contained shall be construed to limit
987 such other remedies of Landlord with respect to any matters covered herein.
988

989 **SECTION 23: SUBORDINATION; ESTOPPEL CERTIFICATES**

990
991 23.01 Tenant agrees that Landlord may choose to make this lease subordinate or
992 paramount to any construction loans, mortgages, trust deeds and ground or underlying leases now
993 or hereafter affecting the Premises and to any and all advances to be made thereunder, and to
994 the interest and charges thereon, and all renewals, replacements, and extensions thereon,
995 provided the mortgagee, lessor or trustee named in any such mortgages, trust deeds or leases
996 agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default.
997 Tenant will execute promptly any reasonable instrument or certificate that Landlord may request
998 to conform such subordination. In the event that the holder of the first mortgage or deed of trust

999 succeeds to the interest of the Landlord under this Lease, such successor mortgagee or assignee
1000 shall not be liable for, nor subject to, any set-off, abatement or deduction of rent by reason of any
1001 default by Landlord or any prior landlord or be obligated for the return of Tenant's security
1002 deposited hereunder, if any, unless received in cash by such mortgagee or assignee. Tenant shall
1003 take no steps to terminate this Lease without first giving prior written notice of the identity of such
1004 party, and shall provide such superior party the right and opportunity to cure within sixty (60) days
1005 (without such party being obligated to cure), any default on the part of the Landlord hereunder.
1006

1007 23.02 *Attornment.* If Landlord's interest in the Premises is acquired by any ground lessor,
1008 beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, or by deed in lieu
1009 thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property
1010 and recognize such transferee or successor as Landlord under this Lease. Tenant waives the
1011 protection of any statute or rule of law which gives or purports to give Tenant any right to terminate
1012 this Lease or surrender possession of the Property upon the transfer of Landlord's interest.
1013

1014 23.03 Each party, within fourteen (14) days after request (at anytime or times) by the
1015 other, will execute and deliver to the other, an estoppel certificate identifying the
1016 Commencement Date and expiration date of the Term and stating (unless it is not the case) that
1017 this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating
1018 the modifications, and stating that Tenant or Landlord (as the case may be) does not claim that
1019 Landlord or Tenant (as the case may be) is in default in any way, or listing any such claimed
1020 defaults. The certificate also will confirm the amount of monthly Base Rent and additional rent as
1021 of the date of the certificate, the date to which the rent has been paid in advance, and the
1022 amount of any security deposit or prepaid rent.
1023

1024 23.04 *Tenant's Financial Condition.* Within thirty (30) days after written request from Land-
1025 lord, but not more than once per year, Tenant shall deliver to Landlord such financial statements as
1026 are reasonably required by Landlord to verify the net worth of Tenant, or any assignee, subtenant,
1027 or guarantor of Tenant. In addition, Tenant shall deliver to any lender designated by Landlord any
1028 financial statements required by such lender to facilitate the financing or refinancing of the
1029 Premises. Tenant represents and warrants to Landlord that each such financial statement is a true
1030 and accurate statement as of the date of such statement. All financial statements shall be
1031 confidential and shall be used only for the purposes set forth herein.
1032

1033 23.05 *Modifications.* If, in connection with the procurement, continuation or renewal of
1034 any financing for which the Premises represents collateral in whole or in part, an institutional lender
1035 shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not
1036 unreasonably withhold its consent thereto provided that such modifications do not increase the
1037 obligations of Tenant hereunder or adversely affect any rights of Tenant or decrease the
1038 obligations of Landlord.
1039

1040 23.06 Landlord shall obtain a subordination, non-disturbance and attornment agreement
1041 from the holder of the existing first mortgage on the Premises on such holder's standard, but
1042 commercially reasonable form, as soon as practicable, but in no event later than the
1043 Commencement Date.
1044

1045 **SECTION 24: QUIET ENJOYMENT**
1046

1047 24.01 Landlord agrees that at all times when Tenant is not in default under the provisions
1048 and during the Term of this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not
1049 be disturbed or interfered with by Landlord or any person claiming by, through, or under Landlord.
1050

1051 **SECTION 25: HOLDING OVER**

1052 25.01 If Tenant remains in possession of the Premises after the expiration of this Lease
1053 without executing a new lease, it will be deemed to be occupying the Premises as a tenant from
1054 month to month, subject to all the provisions of this Lease to the extent that they can be
1055 applicable to a month-to-month tenancy, except that the minimum net rental for each month will
1056 be one hundred fifty percent (150%) of the regular monthly installments of minimum net rental in
1057 effect as of the end of the Term.
1058
1059

1060 **SECTION 26: REMEDIES NOT EXCLUSIVE; WAIVER**

1061 26.01 Each and every of the rights, remedies and benefits provided by this Lease are
1062 cumulative, and are not exclusive of any other of said rights, remedies and benefits allowed by
1063 law.
1064
1065

1066 26.02 One or more waivers of any covenant or condition by Landlord will not be
1067 construed as a waiver of a further or subsequent breach of the same covenant or condition, and
1068 the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or
1069 approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or
1070 of any subsequent similar act by Tenant. All waivers must be in writing and signed by the waiving
1071 party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be
1072 a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this
1073 Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a
1074 payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant,
1075 negotiate such check without being bound to the conditions of such statement. No payment by
1076 Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be
1077 deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or
1078 statement of any check or any letter accompanying any check or payment as rent be deemed
1079 an accord and satisfaction, and Landlord shall accept such check or payment without prejudice
1080 to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease
1081 provided.
1082

1083 **SECTION 27: WAIVER OF SUBROGATION**

1084 27.01 Landlord and Tenant for themselves and their successors and assigns hereby
1085 mutually release and discharge each other from all claims and liabilities arising from or caused by
1086 any hazard covered by insurance on the Premises, or covered by insurance in connection with
1087 property on, or activities conducted on, the Premises, regardless of the cause of the damage or
1088 loss. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way
1089 of subrogation or otherwise) insuring the other party for any loss or damage to any building,
1090 structure or tangible property or resulting loss of income, or losses under worker's compensation
1091 laws and benefits, even though such loss or damage may have been occasioned by the
1092 negligence of such party, its agents or employees, if any such loss or damage is covered by
1093

1094 insurance benefiting the party suffering such loss or damage or was required to be covered by
1095 insurance pursuant to this Lease.
1096

1097 **SECTION 28: RIGHT TO SHOW PREMISES**

1098
1099 28.01 For a period commencing one hundred eighty (180) days prior to the end of the
1100 Term of this Lease or any extension thereof, unless Tenant has notified Landlord of the exercise of an
1101 option, Landlord may show the Premises (upon advance written notice to Tenant) and may display
1102 about the Premises signs advertising the availability of the Premises. Nothing herein shall prevent
1103 Tenant from reasonably limiting entry to third parties to area(a) on or about the Premises housing
1104 trade secrets or proprietary know-how of Tenant.
1105

1106 **SECTION 29: SECURITY DEPOSIT**

1107
1108 29.01 Landlord hereby acknowledges upon execution of this Lease the receipt from
1109 Tenant of Forty Thousand One Hundred Sixty-Two and 50/100 Dollars (\$40,162.50), which shall
1110 constitute a Security Deposit. Said Security Deposit may be in the form of cash or an Irrevocable
1111 "clean" Letter of Credit in form and substance acceptable to Landlord. If Tenant defaults in any of
1112 the provisions of this Lease (following any applicable cure period), Landlord may use, apply or
1113 retain all or any part of the Security Deposit for the payment of any minimum net rental and/or
1114 other charges which are the obligation of Tenant under this Lease in default or for any other sum
1115 which Landlord may expend by reason of Tenant's default, including any damages or deficiency in
1116 the releasing of the Premises. If Tenant fully complies with all the provisions of this Lease, the
1117 Security Deposit, or balance thereof, will be returned to Tenant without interest within thirty (30)
1118 days after (i) the termination of this Lease, (ii) the removal of Tenant, and (iii) the surrender of
1119 possession of the Premises to Landlord. Unless Landlord is shown evidence satisfactory to it that the
1120 right to receive the Security Deposit has been assigned, Landlord may return the Security Deposit
1121 to the original Tenant regardless of one or more assignments of the Lease itself.
1122

1123 **SECTION 30: INDEMNIFICATION**

1124
1125 30.01 Tenant at its expense will defend, indemnify and save Landlord, its licensees,
1126 servants, agents, employees and contractors, harmless from any loss, damage, claim of damage,
1127 liability or expense to or for any person or property, whether based on contract, tort, negligence or
1128 otherwise, which is within the reasonable control of Tenant and arises directly or indirectly out of or
1129 in connection with the condition of the Premises, the use or misuse thereof by Tenant or any other
1130 person, the acts or omissions of Tenant, its licensees, servants, agents, employees or contractors,
1131 the failure of Tenant to comply with any provision of this Lease; provided, however, that nothing
1132 herein shall be construed to require Tenant to indemnify Landlord against Landlord's own acts,
1133 omissions or neglect.
1134

1135 30.02 Tenant shall reimburse Landlord, upon demand, for any costs or expenses incurred
1136 by Landlord in connection with any breach or default of Tenant under this Lease, whether or not
1137 suit is commenced or judgment entered. Such costs shall include legal fees and costs incurred for
1138 the negotiation of a settlement, enforcement of rights or otherwise. Furthermore, if any action for
1139 breach of or to enforce the provisions of this Lease is commenced, Landlord shall be entitled to
1140 receive from Tenant all amounts incurred by Landlord for its attorneys' fees and costs. Tenant shall
1141 also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands

1142 and liability incurred by Landlord if Landlord becomes or is made a party to any claim or action
1143 (a) instituted by Tenant, or by any third party against Tenant, or by or against any person holding
1144 any interest under or using the Property by license of or agreement with Tenant; (b) for foreclosure
1145 of any lien for labor or material furnished to or for Tenant or such other person; (c) otherwise arising
1146 out of or resulting from any act or transaction of Tenant or such other person; or (d) necessary to
1147 protect Landlord's interest under this Lease in a bankruptcy proceeding, or other proceeding under
1148 Title 11 of the United States Code, as amended. Tenant shall defend Landlord against any such
1149 claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at
1150 Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord
1151 in any such claim or action.

1152
1153 30.03 Landlord's Consent. Tenant shall pay Landlord's reasonable attorneys' fees incurred
1154 in connection with Tenant's request for Landlord's consent under Section 15 (Assignment and
1155 Subletting), or in connection with any other act which Tenant proposes to do and which requires
1156 Landlord's consent.

1157 30.04 Landlord shall indemnify, defend and hold Tenant harmless from any loss, damage,
1158 claim of damage, liability or expense for bodily injury, caused by or arising out of the negligent or
1159 willful act or omission of Landlord.
1160
1161

1162 SECTION 31: PREVENTING REMOTE VESTING

1163
1164 31.01 Notwithstanding any other provisions of this Lease, if the Term of this Lease does not
1165 commence within three (3) years from the date hereof, this Lease will be deemed terminated
1166 three (3) years from the date hereof without necessity of any notice or act by Landlord and Tenant.
1167 It is the intention of this Section to prevent this Lease from becoming unenforceable by reason of
1168 any claim that it might violate the rule against perpetuities.
1169

1170 SECTION 32: DEFINITION OF LANDLORD; LANDLORD'S LIABILITY

1171
1172 32.01 The term "Landlord" as used in this Lease so far as covenants, agreements,
1173 stipulations or obligations on the part of the Landlord are concerned is limited to mean and
1174 include only the owner or owners of fee title (or of ground leasehold interest) to the Premises at the
1175 time in question, and in the event of any transfer or transfers of the title of such fee the Landlord
1176 herein named (and in case of any subsequent transfers or conveyances the then grantor) will
1177 automatically be freed and relieved from and after the date of such transfer or conveyance of all
1178 personal liability for the performance of any covenants or obligations on the part of the landlord
1179 contained in this Lease thereafter to be performed including, but not limited to, any obligation to
1180 Tenant with respect to the security deposit referred to in this Lease upon assignment of same to the
1181 transferee, provided that (a) the interest of the transferor, as Landlord, in any funds then in the
1182 hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to
1183 the then transferee; and

1184
1185 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed,
1186 and if as a consequence of such default Tenant recovers a money judgment against Landlord,
1187 such judgment may be satisfied only out of the proceeds of sale received upon execution of such
1188 judgment and levied thereon against the right, title and interest of Landlord in the Premises and out
1189 of rents or other income from such property receivable by Landlord and Landlord shall not be
1190 personally liable for any deficiency.

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SECTION 33: ENTIRE AGREEMENT

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33.01 This Lease and the Exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreements, stipulations, promises, conditions or understanding, either oral or written, between them other than herein set forth.

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SECTION 34: GENERAL

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34.01 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

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34.02 All agreements and obligations of Tenant under this Lease are joint and several in nature. Any waiver or waivers by Landlord of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by Landlord with respect to any act, neglect or default by Tenant will not waive or make unnecessary Landlord's consent or approval with respect to any later similar act, neglect or default by Tenant.

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34.03 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

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34.04 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

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34.05 *Remedies Not Exclusive.* No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any unilateral termination of this Lease, this Lease shall continue in force and effect as to any provisions hereof which require observance or performance of Landlord or Tenant subsequent to termination.

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34.06 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

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34.07 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

1239 34.08 Nothing contained herein shall be deemed or construed by the parties hereto, nor
1240 by any third party, as creating the relationship of principal and agent or of partnership or of joint
1241 venture between the parties hereto, it being understood and agreed that neither the method of
1242 computation of rent, nor any other provision contained herein, nor any acts of the parties herein,
1243 shall be deemed to create any relationship between the parties hereto other than the relationship
1244 of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the
1245 plural, and the masculine gender shall include the feminine and neuter genders.
1246

1247 34.09 A determination by a court of competent jurisdiction that any provision of this Lease
1248 or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such
1249 provision of this Lease, which shall remain in full force and effect.
1250

1251 34.10 Tenant shall not record this Lease without prior written consent from Landlord.
1252

1253 34.11 This Lease may be executed in counterparts, and, when all counterpart documents
1254 are executed, the counterparts shall constitute a single binding instrument. The delivery of this
1255 Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon
1256 either party until executed and delivered by both parties.
1257

1258 34.12 The submission of this Lease for examination does not constitute a reservation of or
1259 option for the leased premises, and this Lease shall become effective as a lease only upon
1260 execution and delivery thereof by Landlord and Tenant.
1261

1262 34.13 Whenever under this Lease Landlord's consent or approval is required, except as
1263 may be otherwise specifically stated herein, Landlord shall withhold or delay such consent or
1264 approval, in its sole discretion.
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1266 **SECTION 35: FINANCIAL INFORMATION/BROKERS**

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1268 35.01 If, in connection with the procurement, continuation or renewal of any financing for
1269 which the Premises represents collateral in whole or in part, an institutional lender shall request
1270 reasonable financial information for Tenant, Tenant agrees to provide the Landlord with the same.
1271 All such financial information shall be treated as confidential by Landlord, and Landlord shall
1272 request that its lender also treats the same as confidential.
1273

1274 35.02 Landlord shall be responsible for a commission to Signature Associates pursuant to a
1275 separate agreement between Landlord and the aforementioned broker. Landlord and Tenant
1276 each represent to the other that it has only dealt with Signature Associates as the broker in this
1277 transaction, and that each party agrees to indemnify the other party from and against any and all
1278 costs, claims, expenses, fees and all other losses resulting from a breach of this representation.
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1280 **SECTION 36: NO ALTERATIONS OF SITE PLAN FOR PREMISES**

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1282 36.01 Landlord may not alter the site plan for the Premises without the prior written
1283 consent of Tenant.
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1285 **SECTION 37: HAZARDOUS MATERIALS**

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1287 37.01 Tenant shall not cause or permit Hazardous Materials, as defined below, to be
1288 used, stored, generated, released or disposed of in, around or under the Premises, by Tenant or
1289 Tenant's agents, employees, contractors, or invitees, in violation and not in compliance with all
1290 applicable environmental law including: the Comprehensive Environmental Response,
1291 Compensation and Liability Act of 1980, as amended (42 USC § 9601, et. seq.), the Hazardous
1292 Materials Transportation Act, as amended (49 USC § 1801, et. seq.), the Resource Conservation
1293 and Recovery Act, as amended (42 USC § 9601, et. seq.), the Natural Resources and
1294 Environmental Protection Act (MCLA 324.101, et seq.), all applicable legal regulations
1295 promulgated pursuant any of the above, and any other applicable federal, state or local
1296 governmental law, ordinance, rule or regulation pertaining to Hazardous Materials (collectively,
1297 the "Environmental Laws").
1298

1299 37.02 Tenant agrees to indemnify and hold Landlord and its mortgagee(s), if any,
1300 harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses
1301 that relate to Tenant's breach of Section 37.01. This indemnification includes, without limitation,
1302 any and all costs, attorney fees, laboratory testing fees, personal injury claims, environmental
1303 consultants' fees, site inspection charges and cleanup, removal or restoration costs mandated
1304 by any federal, state or local agency or political subdivision that relate to Tenant's breach of this
1305 Section 37.01. Tenant agrees that Landlord may be irreparably harmed by Tenant's breach of
1306 this Section and that a specific performance action may appropriately be brought by Landlord;
1307 provided that, Landlord's election to bring or not bring any such specific performance action
1308 shall in no way limit, waive, impair or hinder Landlord's other remedies against Tenant. Tenant
1309 shall obtain Landlord's approval prior to initiating any such remedial action pursuant to this
1310 Section. As used in this Lease, "Hazardous Materials" includes toxic substances, asbestos, urea
1311 formaldehyde insulation, PCB's, radioactive materials, flammable explosives or any other
1312 hazardous or contaminated substance that is prohibited, limited or regulated under the
1313 Environmental Laws.

1314 37.03 As soon as it is prepared and under no circumstances later than 20 days prior to
1315 the Commencement Date, Landlord shall provide Tenant with a currently dated Phase I
1316 Environmental Site Assessment of the Premises (the "Entry ESA") prepared in conformance with
1317 ASTM Standard Practice E-1527-13 for Phase I audits. Tenant shall also be permitted to conduct
1318 its own ESA if desired. In the event Landlord at any time has a reasonable basis to believe
1319 Tenant has breached Section 37 or has otherwise caused environmental Hazardous Substances
1320 to be released on the Property in violation of Environmental Laws, Landlord shall have the right
1321 to conduct an additional ESA according to ASTM Standard practice E-1527-13 by a licensed
1322 company at Landlord's expense; provided, however, Tenant shall reimburse Landlord for the
1323 cost of such audit in the event Tenant is found to have breached Section 37.01. Within fifteen
1324 (15) days of the termination of this Lease, Tenant shall provide Landlord with a then-currently
1325 dated ESA (the "Exit ESA").

1326 37.04 Landlord represents and warrants to Tenant that other than as disclosed in the
1327 Entry ESA (and any ESA obtained by Tenant), Landlord has no actual knowledge or additional
1328 information regarding environmental conditions on the Premises, the presence of asbestos, lead
1329 paint, petroleum hydrocarbon, PCB transformers or other Hazardous Materials or underground
1330 storage tanks in, on or about the Premises. Landlord represents and warrants to Tenant, to the
1331 best of Landlord's knowledge there is no environmental condition on the Premises that would
1332 prevent Tenant from conducting its operations and business on the Premises.

1333 37.05 Notwithstanding anything herein to the contrary, Tenant will not have any
1334 responsibility or liability whatsoever for, resulting from, or in any way related to (i) any Hazardous
1335 Materials, at, in, on, under, emanating from or in connection with the Premises (except for

1336 Hazardous Materials that Tenant or Tenant's agents, employees, contractors, or invitees
1337 introduce onto the Premises after the date of this Lease in violation of Environmental Laws); (ii)
1338 the investigation, remediation, cleanup, closure, and/or removal of any environmental structures
1339 or devices existing at the Premises which were used in connection with Hazardous Materials
1340 (except for Hazardous Materials that Tenant or Tenant's agents, employees, contractors, or
1341 invitees introduces onto the Premises after the date of this Lease in violation of Environmental
1342 Laws); (iii) the acts or omissions of Landlord, any other tenant or subtenant, or any respective
1343 agents, employees, members, managers, invitees, contractors or subcontractors; (iv) any
1344 environmental permits, licenses, authorization, or approvals, except for those which Tenant must
1345 by law obtain in its or their own name for their use of the Premises; (v) minimal losses of oil,
1346 petroleum, or other substances contained in (but not transported by) vehicles which enter the
1347 Premises or any roads, parking areas, or other areas used in connection therewith; or (vi) all
1348 existing underground storage tanks and related piping, equipment and systems (if any) that are
1349 located at the Premises (collectively, the "USTs"), including, without limitation, any required
1350 closure, investigation, removal, cleanup or other remedial activity associated with such USTs
1351 except if such UST was used by Tenant.

1252 37.06 Landlord covenants not to sue Tenant and Landlord will not assert in any
1353 proceeding that Tenant has any liability in whole or in part or that Tenant should be allocated
1354 any share of any costs, damages or penalties, including attorney fees, laboratory fees,
1355 laboratory testing fees, personal injury claims, environmental consultant fees, site inspection
1356 charges and cleanup, removal or restoration costs, as a result of any of the conditions set forth in
1357 Sections 37.05 (i), (ii), (iii) or (iv).

1358 **SECTION 38: WAIVER OF TRIAL BY JURY**

1360 38.01 Landlord and Tenant waive their right to trial by jury in any action, proceeding or
1361 counterclaim brought by either of the parties hereto against the other on any matters
1362 whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord
1363 and Tenant, Tenant's use of or occupancy of said Premises, and any emergency statutory or any
1364 other statutory remedy.
1365
1366

1367 **SECTION 39: AUTHORIZATION AND EXECUTION**

1368 39.01 By its execution hereof, each party warrants that all necessary corporate action has
1369 been taken with regard to the authorization and execution of this Lease and that the individual(s)
1370 executing this Lease on behalf of each party is (are) duly authorized to do so. Whoever signs this
1371 Lease on behalf of each party hereby confirms that he has appropriate authority and has been so
1372 authorized to execute this Lease on behalf of such party.
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IN WITNESS WHEREOF the Landlord and Tenant have executed this Lease as of the date set forth at the outset hereof.

WITNESSES:

Stacy S. Fields

STACY S. FIELDS

LANDLORD:
General Development Company Limited
Partnership No. 3,
a Michigan limited partnership

BY: _____
(print name): _____
Its: _____

TENANT:
Adduxl, Inc.,
a Delaware corporation

BY: ALAIN PALISSE
(print name): _____
Its: CEO

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EXHIBIT A

The land in the City of Rochester Hills, County of Oakland, State of Michigan, described as follows:

The Easterly 20.00 feet of Lot 5, all of Lot 6, Lot 7 except the Easterly 225.00 feet, and Lot 8 except the Easterly 225.00 feet and also except the Westerly 25.00 feet of the Easterly 250.00 feet of the Southerly 20.00 feet, Tan Industrial Park Subdivision, as recorded in Liber 184, Pages 15, 16, 17 and 18, of Plats, Oakland County Records. Subject to an easement for ingress and egress over the Easterly 45 .00 feet, except the Southerly 20.00 feet of the above-described parcel. Together with an easement for ingres and egress over the Northerly 25.00 feet of the Southerly 45.00 feet of the Easterly 225.00 feet of Lot 8 of said Tan Industrial Park Subdivision, as set forth in Cross Access Easement Agreement recorded in Liber 9243, Page 863, Oakland County Records.

Tax Item No. 15-28-302-011

Commonly known as 1857 Enterprise Drive

EXHIBIT B

- 1417
1418
1419 1. New epoxy coating on the shop floor.
1420
1421 2. Obtain a Certificate of Occupancy from the City of Rochester Hills and perform any
1422 required modifications.
1423
1424 3. Install a 5-ton bridge crane in the eastern shop bay.
1425
1426 4. Remodel and finish the office interior to Tenant's specifications as follow:
1427
1428 a. New office ceiling tiles throughout office space with upgraded tiles in executive
1429 offices and conference room
1430
1431 i. 2' x 2' in the executive office and conference room
1432
1433 b. Ceramic tile in all office areas (except waiting area, executive office, and
1434 conference room).
1435
1436 i. Interceramic, Recife, white, glazed ceramic tile (or equal).
1437
1438 c. Hardwood flooring in executive offices, conference room
1439
1440 i. Shaw Hartland, "Gunstock 780", engineered/wood engineered floor
1441
1442 d. Paint office walls with Sherwin-Williams "Everyday White" SW6077; "Spalding Grey"
1443 SW6074. Exact walls to be specified by Tenant.
1444
1445 e. Vinyl wall covering in executive offices, conference room, entry/lobby/ reception,
1446 office restrooms.
1447
1448 5. Provide and install new shop lights all T-8 fluorescent fixtures in shop
1449
1450 6. Paint shop walls and shop deck
1451
1452 7. Install two (2) windows in the shop area of the Premises.
1453