

## **ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE is executed and entered into by and between RENO'S PROPERTIES, INC., a Michigan corporation, with an address of 809 Thomas L. Parkway, Suite 2, Lansing, Michigan 48917 ("Assignor") and FRANGIE CREYTS PLAZA, LLC, a Michigan limited liability company, with an address of 2169 Woodfield Road, Okemos, Michigan 48864 ("Assignee"), effective as of July 1, 2008.

### **BACKGROUND**

Assignor is the holder of a certain lease agreement with The Mandatory Poster Agency, Inc. as Lessee for the property located at 6323 West Saginaw, Suite E, Lansing, Michigan 48917, which is part of a parcel being conveyed to Assignee.

The legal description of the property is as follows:

*Lots 6, 7 and 8, Frank 'n Dot Meadows, T4N, R3W, Delta Township, Eaton County, Michigan*

*- and -*

*Lots 3, 4 and 5, Frank 'n Dot Meadows, T4N, R3W, Delta Township, Eaton County, Michigan.*

Assignor has transferred title in the above property to Assignee in a separate document, contemporaneously with this assignment.

Assignor desires to convey all of its right, title and interest in the lease agreements to Assignee, except as to book rent owing for periods of time prior to this date.

### **AGREEMENT**

In consideration of the mutual covenants set forth below, plus other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Assignor assigns all rights and interests in the lease agreement to Assignee.
2. Assignor assigns all rights and interests in the amounts owing on the lease agreement to Assignee for rent and other charges accruing as of the date of this Assignment forward.

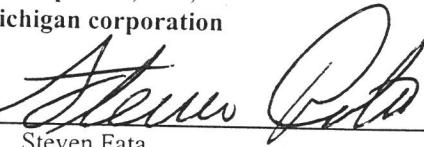
3. Assignee assumes the Assignor's obligations under the lease agreement from and after July 1, 2008.

4. This Assignment is binding upon Assignor, Assignee and their successors and assigns.

IN WITNESS WHEREOF, this Assignment of Lease is executed as of the 1<sup>st</sup> day of July, 2008.

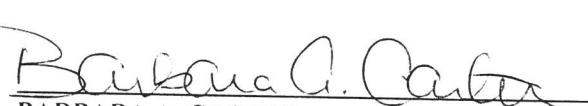
**ASSIGNOR:**

**Reno's Properties, Inc.,  
A Michigan corporation**

By:   
Steven Fata  
President

STATE OF MICHIGAN )  
 )  
COUNTY OF EATON )

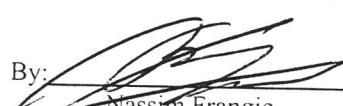
The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2008, by Steven Fata, the President of Reno's Properties, Inc., a Michigan corporation.

  
**BARBARA A. CARTER**

Notary Public, State of Michigan, County of Eaton  
My Commission Expires: March 4, 2013  
Acting in the County of: Eaton

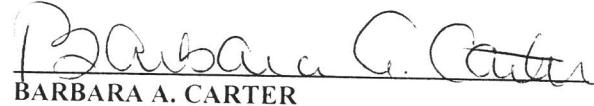
**ASSIGNEE:**

**Frangie Creyts Plaza, LLC  
A Michigan limited liability company**

By:   
Nassim Frangie  
Its: Authorized Member

STATE OF MICHIGAN )  
 )  
COUNTY OF EATON )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of July, 2008, by Nassim Frangie, the Authorized Member of Frangie Creyts Plaza, LLC, a Michigan limited liability company.

  
**BARBARA A. CARTER**

Notary Public, State of Michigan, County of Eaton  
My Commission Expires: March 4, 2013  
Acting in the County of: Eaton

## **NOTICE TO TENANTS**

**Seller:** **Reno's Properties, Inc.**  
**Purchaser:** **Frangie Creyts Plaza, LLC**  
**Property:** **Creyts Crossing Shopping Center**  
**Address:** **6226 - 6235 West Saginaw and 6323 West Saginaw, Delta Township, MI**

To the Tenant: The Mandatory Poster Agency, Inc.  
c/o Thomas Fata, President  
6323 West Saginaw, Suite E  
Lansing, Michigan 48917

Re: Notice of Change in Ownership of CREYTS CROSSING  
SHOPPING CENTER; 6226-6235 West Saginaw and 6323 West  
Saginaw, Delta Township, MI

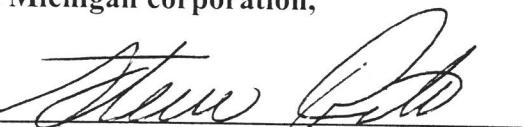
Dear Mr. Fata:

Please be advised that effective July 1, 2008, RENO'S PROPERTIES, INC., your Landlord under the Lease for the above-referenced property, has sold the property to FRANGIE CREYTS PLAZA, LLC. Therefore, from and after the effective date, please make all rental payments and direct your notices regarding your tenancy as follows:

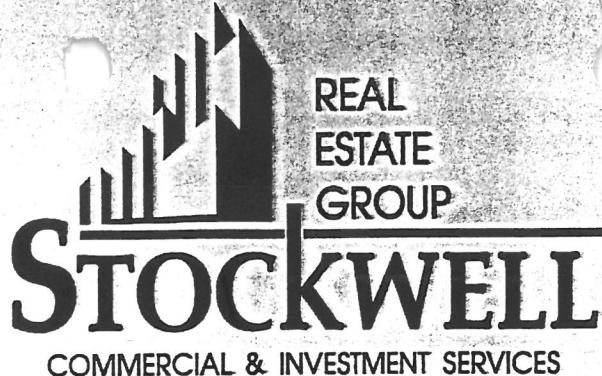
Frangie Creyts Plaza, LLC  
2169 Woodfield Road  
Okemos, Michigan 48864

### **SELLER/LANDLORD:**

**Reno's Properties, Inc.,**  
**A Michigan corporation,**

By:   
Steven Fata  
Its: President

Dated: July 1, 2008



Addendum #5  
Mandatory Posters Agency, Inc.

*Sept*

This is an Addendum to the lease made this 3 day of ~~August~~<sup>Sept</sup>, 2015 to the lease dated January 1, 2008 and Addendum #1 dated December 9, 2009, Addendum #2 Dated November 18, 2010, and Addendum #3 Dated November 6, 2013 and Addendum #4 Dated Oct. 16, 2014 between Mandatory Posters Agency, Inc. as Tenant and Frangie Creyts Plaza as Landlord.

Under the terms of the Lease:

- Tenant desires to extend the lease for a 3 Year term Commencing December 31, 2015 and Ending December 31, 2018.

Base Rent/with utilities

Existing Space	\$2,797
Expansion Space	\$1,714
Total Rent	\$4,512 plus Escrow utility rental of \$350.00

Base Rental Shall Increase 1.5% At the End of Each 12 Month Period

All other terms remain the same.

Both of the parties agree and acknowledge below.

LANDLORD: FRANGIE CREYTS PLAZA, LLC.

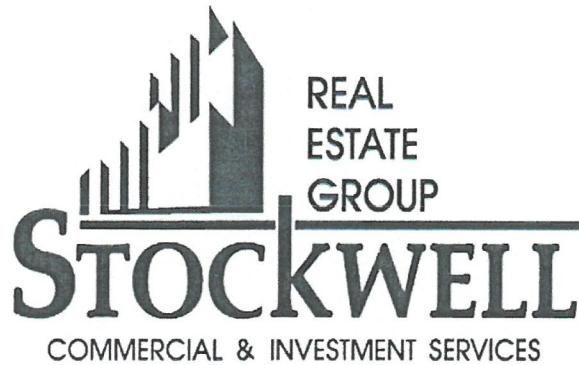
By:   
Sam Frangie  
Its: Owner

TENANT: MANDATORY POSTER AGENCY, INC.

By:   
Thomas Fata  
Its: President

WITNESS

WITNESS



Addendum #4  
Mandatory Posters Agency, Inc.

This is an Addendum to the lease made this 16 day of October, 2014 to the lease dated January 1, 2008 and Addendum #1 dated December 9, 2009, Addendum #2 Dated November 18, 2010, and Addendum #3 Dated November 6, 2013 between Mandatory Posters Agency, Inc. as Tenant and Frangie Creyts Plaza as Landlord.

Under the terms of the Lease:

- Tenant desires to extend the lease for 1 more term Commencing December 31, 2014 and Ending December 31, 2015.

Base Rent/with utilities

Existing Space	\$2,797
Expansion Space	\$1,714
Total Rent	\$4,512 plus Escrow utility rental of \$350.00

All other terms remain the same.

Both of the parties agree and acknowledge below.

WITNESS

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WITNESS

LANDLORD: FRANGIE CREYTS PLAZA, LLC.

By:

Its: \_\_\_\_\_

Sam Frangie

Its: \_\_\_\_\_

Owner

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REAL  
ESTATE  
GROUP  
**STOCKWELL**  
COMMERCIAL & INVESTMENT SERVICES

Addendum #3

This is an addendum made this 6<sup>th</sup> day Nov. 2013 to the lease dated January 1, 2008 and Addendum #1 dated December 9, 2009 and Addendum #2 dated November 18 2010 between Mandatory Posters as Tenant and Frangie Creyts Plaza as landlord.

Under the terms of the

Tenant desires to extend the lease for 3 more terms ending Dec. 31, 2013 to Dec. 31, 2014.

Under the lease there is to be a CPI-U adjustment commencing Jan 1, 2013 of 1.7%.

New Base Rent/ Exceeding utilities

Existing Space	\$2,797
Expansion Space	<u>\$1,714</u>
Total Rent	\$4,512 plus Escrow utility rental of \$350.00.

There shall be an annual CPI-U Adjustment each year with a 3% cap.

All other terms remain the same.

Landlord

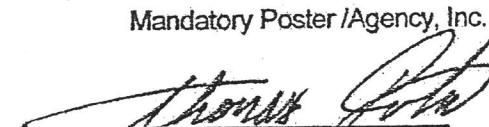
Frangie Creyts Plaza, LLC

By   
Sam Frangie

ITS \_\_\_\_\_  
Member

Tenant

Mandatory Poster /Agency, Inc.

  
Thomas Fata

11-6-13

ITS \_\_\_\_\_  
President



Addendum 2  
Mandatory Posters Agency, Inc.

This is an Addendum to the lease made this 18 day of January 2010 to the lease dated January 1, 2008 and Addendum #1 dated December 9, 2009 between Mandatory Posters Agency, Inc. as Tenant and Frangie Creyts Plaza as Landlord.

Under the terms of the Lease:

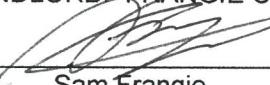
- Tenant desires to exercise its option to renew for 3 years.
- The exception is that rental shall stay the same for 2 years and the CPI shall apply only at the beginning of the 3<sup>rd</sup> year.

Both of the parties agree and acknowledge below.

WITNESS

Carin Mills

LANDLORD: FRANGIE CREYTS PLAZA, LLC.

By: 

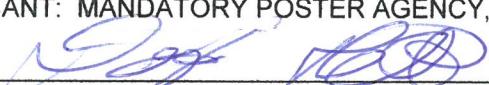
Sam Frangie

Its: Owner MEMBER

WITNESS

\_\_\_\_\_

TENANT: MANDATORY POSTER AGENCY, INC.

By: 

Thomas Fata

Its: President

Kenneth B. Stockwell, CCIM, SIOR  
President

Phone (517) 349-1900 • Fax (517) 349-5620  
4277 Okemos Road • Okemos, Michigan 48864  
E-mail: info@stockwellproperties.com



Addendum #1  
Mandatory Posters Agency, Inc.

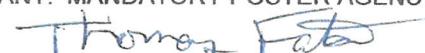
This is an Addendum to the lease made this 7 day of December 2009 to the lease dated January 1, 2008 between Renos Properties, Inc., now assigned to Frangie Creyts Plaza, LLC, referred to as Landlord and Mandatory Posters Agency, Inc., referred to as Tenant.

1. Tenant desires to lease a portion of additional space that has become available in the Plaza, referred to as the former Pages In Time space.
2. Tenant desires to lease the rear section (see attached Exhibit 1) approximately 2,408 sq. ft. which will include 2 bathrooms. It is contemplated there will be 1 (one) bathroom, so the space will decrease to 2,338 sq. ft. Landlord reserves the right to make common bathrooms at a later date.
3. The space shall be used for a telephone communication call office.
4. The lease rate shall be \$8.65 per sq. ft. gross, plus utilities, which is \$1,685.31 per month (2,338 sq. ft.)
5. Currently, there is not a wall installed to separate the space. Tenant shall pay utilities for the entire space until a wall is installed. At that time, utilities will be separately metered or Tenant will pay a pro-rata share of any utility that is not separately metered. It is contemplated that utilities will not be separately metered. Tenant's prorata share of the 5,700 sq. ft. is currently 41%, but could change if the entire space is not rented. If the utilities remain in the Landlord's name, Tenant shall send in an escrow rent of \$1.80 sq. ft. with the monthly rent (\$350.00 / month.) It is not the Landlord's intent to pay any portion of the utilities. Use and hours can also be determined as supplemental to this formula.
6. Tenant and Landlord agree to both be flexible in configuring the space when another Tenant is found. Although, there is not a wall installed, Tenant should instruct its people to stay in their space. If a wall is installed, Tenant shall pay for half of the cost.
7. The term of this lease shall be month to month.
8. Tenant may install a door from the common hallway into the space. Other tenants may use the common hallway.
9. Date of Possession shall be January 1, 2010.
10. Tenant and its employees shall park in the rear.

LANDLORD: FRANGIE CREYTS PLAZA, LLC.

By:   
Sam Frangie  
Its: Owner

TENANT: MANDATORY POSTER AGENCY, INC.

By:   
Thomas Fata  
Its: President

Kenneth B. Stockwell, CCIM, SIOR  
President

Phone (517) 349-1900 • Fax (517) 349-5620  
4277 Okemos Road • Okemos, Michigan 48864  
E-mail: info@stockwellproperties.com

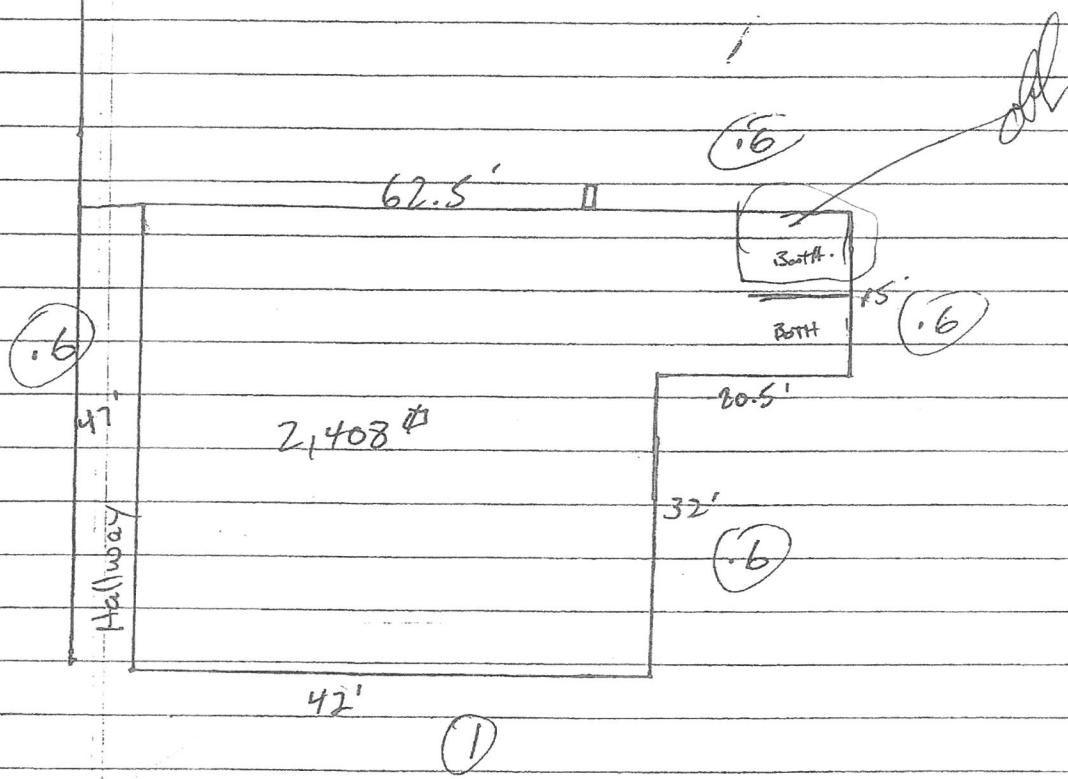
**CCIM** Certified  
Commercial  
Investment Member  
Individual Memberships

**SIOR** Specialist  
Industrial and  
Office Real Estate  
Individual Memberships

SAGINAW

Exhibit (9)

Front



THE MANDATORY POSTER AGENCY, INC.  
COMMERCIAL LEASE  
Creyts Crossing  
Lansing, MI

THIS LEASE made effective the 1<sup>st</sup> day of January, 2008, and between Reno Properties, Inc, whose address is c/o Stockwell Real Estate Group, 4277 Okemos Rd., Okemos, MI 48864 hereinafter referred to as "Landlord", and The Mandatory Poster Agency, Inc., of 6323 W. Saginaw, Ste. E., Lansing MI 48917, hereinafter referred to as "Tenant", in consideration of the mutual covenants and promises herein contained and for other valuable consideration.

WITNESSETH:

1. PREMISES LEASED. Landlord does hereby demise to Tenant, and Tenant does hereby Lease and hire from the Landlord, for the term and under the terms and conditions set forth in this Lease those certain Premises which consists of approximately 4,000 square feet, of the west building of the shopping center known as "Creyts Crossing," the Premises located at 6323 W. Saginaw, Ste E., Michigan 48917, Township of Delta, Eaton County as more specifically described and identified in Exhibit A attached hereto, consisting of two (2) pages (the "Leased Premises").

2. TERM. The term of this Lease shall be for a period of three (3) years commencing on January 1, 2008.

3. RENTAL. Tenant agrees to pay to Landlord or to such other person or persons or at such other place as Landlord shall designate in writing, as rental for the said Premises as follows:

For a period of three (3) years commencing on January 1, 2008.

\$2,750 / month gross (\$8.25 sq. ft.)

A. Option Periods. There are three 3-year options to renew. Rental in the option periods shall be determined by the 3 year CPI adjustment as defined below. Tenant must notify landlord in writing, at least 60 days prior to the lease expiring to exercise an option term.

B. Rent Payments. The rent for the Premises ("Rent") shall be payable by Tenant in advance in equal monthly installments, upon the first day of each month during the term of this Lease as follows:

The first payment of Rent shall be due on the Commencement Date. In the event the Commencement Date is a day other than the first day of a calendar month, Tenant shall pay to Landlord a partial month's Rent of that date based upon the number of days in such partial lease month and the partial lease month shall be in addition to the term of this Lease set forth in Paragraph 2A above.

Upon the beginning of the option periods, Rent shall be adjusted in the manner set forth below. All adjustments shall be cumulative and shall be based upon increases in the Consumers Price Index of the Bureau of Labor Statistics, United States Department of Labor (CPI-U), all items indexed for all Urban Consumers – U.S. City Average (1982-84 = 100) (the "Index"). If this Index shall cease to be published, a reasonable substitute index shall replace it for purposes of this Lease.

The Rent amount of \$2,750 includes Tenant's share of real estate taxes, maintenance and repairs, Landlord's insurance on the structure, common area expenses, trash removal, and snow removal. Tenant is responsible for all other utilities that serve the Leased Premises.

Rent for each 3 year option term, if option is exercised, shall be attained by multiplying the Rent in effect for the previous 3 years (as will be adjusted pursuant to this Paragraph) by a fraction, the numerator of which shall be the "All Items" Index number for the month immediately preceding the adjustment and the denominator of which shall be such Index number for the month and year used in the numerator for the previous adjustment. The adjusted Rent as determined in accordance with this paragraph shall be payable in equal monthly installments. In no event shall Rent be decreased notwithstanding any decrease in the Index. Landlord shall notify Tenant prior to the expiration of each 3-year period or as soon thereafter as is reasonably possible as to the adjusted Rent for the applicable term. In the event Tenant is not notified of the adjusted Rent prior to the expiration of any term, the applicable increase in Rent shall be due and payable prospectively upon Landlord's notice to Tenant of the adjusted Rent. However, in no event shall the Rent be lower than the Rent specified above for the previous year.

B. Penalty for Delinquent Rental Payments: There shall be a ten (10%) percent late fee for any rental payment or any other payment that is ten (10) days overdue.

4. USE OF PREMISES: Tenant covenants and agrees that said Premises shall be used and occupied for telemarketing and distribution of products, and for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. Tenant shall properly comply with all laws, ordinances and lawful orders and regulations affecting the Premises and the use thereof. Tenant further agrees that no auction sales will be conducted in or from the Leased Premises without prior written consent of Landlord.

5. CARE OF PREMISES: Tenant shall not permit, allow or cause any act or deed to be performed or any practice to be adopted or followed in or about said Premises which shall cause or be likely to cause injury or damage to any person or to said Premises or to the building or to the sidewalks and pavements adjoining the Leased Premises. Tenant shall not permit, allow or cause any noxious, disturbing or offensive odors, fumes gases, smoke, dust, steam, vapors or disturbing noise, sound or vibrations to originate in or to be emitted from said Premises. Tenant agrees to permit no waste of the Leased Premises, but rather to take good care of same and, upon termination of this Lease, to surrender without notice in as good condition as the commencement of the term, reasonable use and wear thereof excepted. Tenant further shall not permit, allow or cause any act or deed to be performed including the emission, discharge, dispersal, release or escape of any environmentally hazardous substances or pollutants into or onto the

Premises or land and agrees to hold the Landlord harmless from any expense or damage caused by Tenant's failure to abide by said laws, including, but not limited to the removal or "clean up" of any such material whether on or in said Premises or land and the use of said Premises and the nature, character, and manner of operation of the business conducted in or at said Premises. Tenant shall keep the Premises clear and free from rodents, bugs and vermin, and at the request of Landlord participate and cooperate in carrying out any program of extermination that Landlord may direct and Tenant shall bear the cost thereof, or if conducted in cooperation with other Tenants, the Tenant shall bear its prorata share of cost on the basis of the Leasable floor areas involved. Tenant shall maintain the show windows and glass thereof in a clean, neat and orderly condition. Tenant agrees not to burn any trash, rubbish, garbage or sidewalk sweepings in or about the Premises. Tenant further agrees to keep the Leased Premises and entrances to Leased Premises clean and free from rubbish, dirt, ice and snow at all times.

6. UTILITIES: Tenant shall procure and shall pay the cost when due of all utilities rendered or furnished to the Leased Premises during the term of this Lease, including electricity, gas, water and sewer charges.

7. SIGNS: The cost of installing, maintaining, changing and removing any signs upon the Leased Premises shall be borne by Tenant. Tenant shall obtain Landlord's written approval as to design, location and the manner of installation prior to placing any sign whatsoever upon the Leased Premises. Such sign shall be at Tenant's cost and expense. Any signs shall comply with all requirements of appropriate governmental authority and all necessary permits or licenses required in connection therewith shall be obtained by Tenant at Tenant's sole cost and expense. Tenant shall maintain all signs in good condition and repair at all times during the term of this Lease and Tenant shall save Landlord harmless from injury to person or property arising from the erection and maintenance of said signs. Upon vacating the Leased Premises, Tenant shall remove its personal sign from the store front and/or free standing sign and repair any damage caused by such removal. Tenant shall be allowed one panel area on the free standing marquee sign.

8. USE OF COMMON AREA:

(a) Common Area Defined. The common area as discussed throughout this Lease, shall be defined as all that portion of the area within the outer property limits of the two Retail Buildings known as "Creyts Crossing" and designated for common use and benefit including any designated drive through area, exclusive of that building space now occupied or hereinafter occupied by Tenants as the same may exist from time to time, exclusive of roads or highways maintained by a public authority.

(b) Permitted Uses. Landlord grants to Tenant throughout the term of this Lease in common with others entitled to a similar use thereof an easement for ingress and egress to Tenant's Premises and for the parking of automobiles by Tenant's employees, customers and invitees in the parking area. It is not to be construed that Landlord is leasing any specific parking area to Tenants. Tenant shall not permit its employees to use said parking areas for the storage of any automobiles, trucks or other vehicles owned or used by Tenants or its employees, except as may be approved and designated in writing by Landlord. Tenant further covenants and agrees to hold Landlord safe from any damage

caused while towing Tenant's or Tenant's employees automobiles, trucks or other vehicles from the parking area which are not designated for Tenant and/or employee parking by Landlord. Abandoned Vehicles: All vehicles parked on premises parking area for a period exceeding 72 consecutive hours shall be determined "abandoned", and will be towed and stored at the Owners/Tenant's expense. No portion of the parking areas, sidewalks or other common areas shall be used by Tenant for any purpose whatsoever, other than pedestrian and vehicular traffic and customer parking, without prior written consent of Landlord. Landlord reserves the right to determine from time to time how to use the parking, designated drive through areas, common area and to resolve any disputes in connection therewith. The Landlords decision shall be final. Landlord reserves the right, at any time during the term of this Lease, to expand, enlarge or modify the Retail Building and to use the common areas in connection therewith, provided Tenant's parking, access and use is not materially interfered with.

9. RUBBISH CONTROL: Tenant shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the building or the Leased Premises, except in an appropriate trash container provided by Landlord at Landlord's expense. Landlord shall pay for all charges for the removal of said trash, garbage, rubbish or waste material and for use in connection with the Leased Premises.

10. MAINTENANCE AND REPAIR: Landlord, after receipt of written notice from Tenant and having reasonable opportunity to procure necessary workmen, shall be responsible for the maintenance and repair of the roof and foundation, and exterior structure of the Premises. Landlord, at its sole cost and expense, shall promptly repair and at all times maintain in good condition the interior of the Leased Premises and all of its appurtenances and equipment, including, but not limited to, air conditioning, heating units, electrical installation, plumbing, plumbing equipment and fixtures, all machinery, all hardware, all interior painting and all window glass and screens. Landlord shall promptly repair all broken or damaged glass, including window glass and plate glass, unless the damage has been caused by Tenant or Tenant's invitees.

11. ALTERATIONS: No structural changes, additions or substantial alterations shall be made by Tenant without the written consent of Landlord. Tenant shall have the right, at its own cost and expense, to place or install within the Leased Premises such fixtures, partitions, equipment and trade fixtures, together with any additional painting or minor alterations in the Leased Premises which Tenant may find necessary and deem desirable, for all of which Landlord hereby consents. It is further covenanted and agreed that all fixtures, partitions, equipment, trade fixtures, alterations or changes installed by Tenant shall be and remain Tenant's personal property, regardless of the manner of their annexation, and shall be removed by Tenant at the termination of this Lease or any extension thereof. Any damage to the Premises caused by the removal thereof shall be repaired by Tenant at the sole cost and expense of Tenant which repair shall take place prior to the expiration of the term of the Lease.

12. INDEMNIFICATION OF LANDLORD. Tenant covenants and agrees to indemnify, defend and save Landlord harmless from any liability for injuries or damages to any person or property upon or about the Leased Premises, from any cause whatsoever except Landlord's negligence or intentional costs, and agrees to procure at its own cost and expense public liability insurance for the benefit of Landlord, Landlord's management

company, and Tenant in the sum of One Million Dollars and 00/100 (\$1,000,000) Dollars for damages resulting to one (1) person and One Million Dollars and 00/1000 (\$1,000,000) Dollars for damages resulting from one (1) incident and property damage in the sum of One Hundred Thousand and 00/100 (\$100,000) Dollars. Tenant shall keep and maintain said insurance in force during the term of this Lease and shall deliver the policy or copy thereof or certificate of insurance evidencing such coverage to Landlord. Landlord and Landlord's management company shall be named as an additional insured on all of Tenant's policies except personal property policies. Landlord agrees to carry in full force and effect at all times during the term of this Lease or any renewal or extension thereof, fire and extended coverage insurance covering the Leased Premises in an amount equal to the replacement value of the building and such public liability insurance and rental interruption insurance as Landlord elects to maintain, in Landlord's sole and absolute discretion.

13. DAMAGE BY FIRE OR OTHER CASUALTY. If the building shall be damaged or destroyed on whole or in part by fire or other cause and is rebuilt at Landlord's election and restored to a good and tenantable condition by Landlord within a reasonable time, the rent payable shall abate, entirely in case the entire Premises are untenantable, or partially in case only a portion of the Premises is destroyed, until the same shall be restored to a tenantable condition. If Tenant shall fail to adjust its own insurance within a reasonable time and as a result thereof repairing and restoration is delayed, there shall be no abatement of rental as above provided during the term of such delay; and the Tenant shall use any part of the Leased Premises for storage during the period of repair, a reasonable charge for which shall be made against Tenant. In case the building is not repaired or restored, this Lease shall be terminated. Landlord shall give Tenant written notice of its decision to rebuild or terminate within 60 days of the loss.

14. RIGHT TO MORTGAGE. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now and/or hereafter placed upon Landlords interest in said Premises and on the land and buildings hereafter placed upon the land of which the Leased Premises forms a part, provided Landlord's mortgagee agrees to attorn to this Lease.

15. PERSONAL PROPERTY TAXES. Tenant shall pay all taxes levied against its owned or leased personal property located within the Leased Premises during the term of this Lease.

16. EMINENT DOMAIN. If a part of the Leased Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on the part so taken from the date of possession of the part so taken shall be required and the rental shall be paid up to that date. In the event that all the Leased Premises amounting to fifty (50%) per cent or more thereof is taken, Tenant shall have the right either to cancel this Lease and declare the same null and void or to continue in possession of the remainder of the Leased Premises under the terms herein provided, except that the rental shall be reduced in proportion to the amount of the Premises (building structures only) taken. All damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation of diminution in the value of the Leasehold or of the fee of the Premises herein leased.

**17. RESTRICTION AGAINST ASSIGNMENT AND SUBLETTING.** Tenant shall not by operation of law, voluntarily or involuntarily sell, assign, mortgage, pledge or encumber this Lease or in any manner transfer this lease or any interest in this Lease, nor sublet or permit the Premises or any part thereof to be used by others, without the prior written consent of Landlord, in each instance, which consent shall not be unreasonably withheld. If this Lease is assigned, or if the Premises or any part thereof is sublet, or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect rent from the assignee, subtenant, or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy, or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant, or occupant as Tenant, or a release of Tenant from the further performance by Tenant of the covenants in this Lease. The consent by Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the consent in writing of Landlord to any further assignment or subletting. If Tenant or Tenant's guarantor is a partnership, limited partnership, limited liability company, corporation or other joint venture, or association, an assignment of Tenant's interest in this Lease shall also include the dissolution, merger, consolidation or other reorganization of Tenant or Tenant's guarantor, the sale or other transfer of fifty (50%) percent or more of the voting power or equity interest of Tenant or Tenant's grantor, or the sale of fifty (50%) percent or more of the value of Tenant's or Tenant's guarantor's property. In the event Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord's reasonable costs and expenses, including attorney's fees associated with Landlord's review of Tenant's potential assignee or sublessee and the processing of documents necessary or desirable, in Landlord's discretion to the granting of such consent. Tenant shall submit all requests for an assignment or sublease in writing with sufficient information for Landlord to make an informed decision as to the qualifications of the proposed assignee/sublessee and Landlord shall not be under any obligation to render its decision until Landlord, in its sole discretion, has sufficient information. It is expressly understood and agreed that the options to renew and right of first refusal shall be personal to Tenant and shall, in the event of any assignment or sublease of this Lease, immediately terminate and be of no further force and effect. Landlord reserves the right, as a condition to granting its consent to assign or sublet this Lease, to increase the Rent payable hereunder to an amount equal to the rent then being charged by Landlord to new tenants in substantially comparable premises in the Retail Building. Landlord shall not be obligated to provide its consent to such assignment or subletting in the event that there are then vacant leasable premises in the Retail Building, suitable, in Landlord's reasonable discretion, for Tenant's proposed assignee or subtenant.

**18. BANKRUPTCY AND INSOLVENCY.** The Tenant agrees that if the estate hereby shall be taken, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this Lease may be canceled at the option of the Landlord. Tenant agrees to give Landlord written notification of any of the above and in any event Landlord's cancellation privilege shall extend a reasonable period of time beyond receipt of said written notification.

19. DEFAULT.

A. In the event Tenant shall default in the payment of Rent or in any other sums payable by Tenant herein and such default shall continue for a period of five (5) business days after notice, or if the Tenant shall: (1) fail to observe or perform any other covenants or agreements of this Lease and such failure shall continue for thirty (30) days; or (2) become bankrupt, insolvent or any debtor proceedings be taken by or against the Tenant, then and in addition to any and all other legal remedies and rights, Landlord may: (a) terminate this lease and retake possession of the Premises including, at the expense of the Tenant, removal of all property from the Premises and storage at a public warehouse at Tenant's expense; or (b) enter the Premises and relet the same without termination. In the event of a default, Landlord reserves the right to accelerate all future rent payments. In the event Landlord terminates this Lease, the Tenant shall be liable to the Landlord for all loss and damage sustained by the Landlord on account of the Premise remaining unleased, or being let for the remainder of the term for a lesser rent than that herein reserved. The non-prevailing party shall be responsible for the payment of the prevailing party's reasonable fees and court expenses in connection with any default hereunder. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

B. No reentry or taking possession of the Premises by Landlord pursuant to this paragraph 19 shall be construed as an election to terminate this Lease unless written notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for such default.

C. If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the term hereof, the Landlord may at his option make such payment or expenditure in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest computed on the basis of 12% per annum on the unpaid amount from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as set forth in section 19(a).

20. SECURITY INTEREST. To secure Landlord in the payment of all sums which shall be due hereunder, whether rentals or other charges or fees, compensation for damages for breach of any of the terms or conditions hereof, Tenant grants unto Landlord a security interest subject to any first secured interest in all goods of any nature whatsoever, inventory, instruments, accounts, contract rights, chattel paper and general intangibles presently existing or hereafter arising or acquired which are placed or used in or arising out of the use and/or operation of the Leased Premises and all proceeds of the foregoing and Landlord shall have the same rights and remedies as a secured party under the uniform commercial code in enforcing said security interest on default by Tenant in performing any of the agreements, covenants, requirements or conditions of this Lease.

21. COVENANT OF TITLE AND QUIET POSSESSION. Landlord covenants that it has the right to make this Lease for the term aforesaid and that it will put Tenant into possession of the Leased Premises, free from all encumbrances, liens or

defects in the title, for the full term of this Lease. Landlord warrants that Tenant, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Leased Premises during the term of this Lease and any extension thereof. The covenant of quiet enjoyment is subject the terms and conditions of this Lease.

22. RIGHT TO EXAMINE PREMISES. Tenant agrees to allow Landlord, its agents and representatives, free access to the Leased Premises during reasonable hours and upon 24 hour advance notice for the purpose of examining same; and during the period of six (6) months prior to the expiration of the term of this Lease or during the period of six (6) months prior to any renewal hereof, to exhibit same to prospective Tenants, and to allow a "For Lease" sign on the Premises.

23. HOLDING OVER. It is hereby agreed that in the event of Tenant holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and Tenant shall pay to Landlord rent equal to the monthly charges owing during the final month of the preceding term of this Lease.

24. SUCCESSORS AND ASSIGNS. The covenants and agreements of this Lease shall be binding upon and for the benefit of the successors and assigns of the parties hereto. Landlord may, at any time, assign all of its interest in this Lease to any party of its choice and, following assignment, the assignment shall have no further liability under this Lease.

25. PROPER NOTICES. All notices required or permitted under this Lease shall be deemed to be properly served if sent by registered mail to the last address previously furnished by the parties hereto. Until hereafter changed by notice in writing, notices shall be sent to Landlord' agent at: Reno's Properties, Inc c/o Stockwell Real Estate Group, Inc., 4277 Okemos Road, Okemos, Michigan 48864; and to Tenant at 6323 W. Saginaw, Ste. E., Lansing, MI 48917.

26. WAIVER. The failure of Landlord to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver is in writing by Landlord.

27. ENTIRE AGREEMENT. This Lease and the exhibits and addendum's, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment,

change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

28. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, civil disturbances, picketing, demonstrations, insurrection, war or other reasons of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performances of such act shall be excused for the period of the delay and the period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of rental, additional rental, or any other payments required by the terms of this Lease.

29. CIVIL DISTURBANCE, DEMONSTRATIONS, PICKETING, ETC.. It is expressly covenanted and agreed that Landlord may exercise its discretion in determining what measures, if any, are to be taken in the event any civil disturbances, demonstrations, picketing or riots take place on the Leased Premises or parking areas connected thereto and Landlord shall not be liable for any interruption of business or any injuries or damages to persons or property on or in the Leased Premises resulting from said civil disturbance, demonstration, picketing or riot or the measures taken by Landlord to control said civil disturbances, demonstrations, picketing, or riots.

30. PERSONAL PROPERTY, MERCHANDISE, FURNITURE AND FIXTURES. Any and all personal property, merchandise, furniture or fixtures placed in or moved upon the Leased Premises by Tenant shall be at the sole risk of Tenant. Landlord shall not be liable for damages to said personal property, merchandise, furniture or fixtures, or to Tenant arising from the bursting or leaking of water pipes or from any act of negligence of any co-Tenant. Upon termination of this Lease or any extension or renewal hereof, Tenant shall have the right to remove all or any portion of such personal property, provided that Tenant shall repair any damage to walls, floors, or doors arising from Tenant's removal of said personal property.

31. TENANT DEFINED; USE OF PRONOUN. The word Tenant shall be deemed and taken to mean each and every person or party mentioned as a Tenant herein, be the same one or more; or if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnership, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

32. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforced to the fullest extent permitted by law.

33. AMERICANS WITH DISABILITIES ACT (ADA). In order to comply with the provisions of the Americans With Disabilities Act of 1990 (ADA), as may be amended from time to time, and any regulations promulgated under the Act, Tenant agrees to make any changes in the interior of the Premises required to ADA and to conduct its business in compliance with ADA and regulations.

34. ATTORNEY AND SUBORDINATION. Tenant agrees to execute and deliver to Landlord a written statement in recordable form, within ten (10) days after Landlord's request, certifying (a) that this Lease is in full force and effect, (b) that date of commencement of the term of this Lease, (c) that rent is current without any offset or defense, (d) the amount of rent, if any, paid in advance, and (e) that there are no uncured defaults by Landlord or stating defaults claimed by Tenant to exist, provided that such facts are accurate and ascertainable.

In the event any foreclosure proceedings of, or in the event of the conveyance by deed in lieu of foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Leased Premises, Tenant agrees to attorn to the new owner and to recognize, the attornment, in written form satisfactory to the successor as the Landlord under this Lease.

Tenant agrees that this Lease shall, at the request of the Landlord, be subordinate to any first mortgages or deeds of trust that may be placed upon the Premises, and to any and all advances, interest, and all renewals, replacements and extensions, provided the mortgagee or trustee shall agree to recognize the Lease of Tenant in the event of foreclosure, if Tenant is not in default. Tenant also agrees that any mortgagee or trustee may elect to have this Lease constitute a prior lien to its mortgage or deed of trust upon notification by the mortgagee or trustee to Tenant to that effect, whether this Lease is dated prior to or subsequent to the date of the mortgage or deed of trust.

Tenant agrees, upon the request of Landlord, any mortgagee or any trustee, to execute any instruments required to carry out the intent of this Article. Failure of the Tenant to execute and deliver the instruments within fifteen (15) days shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest in the Premises.

If, in connection with obtaining financing for the Premises, the proposed lender requests reasonable modifications of this Lease as a condition of such financing, Tenant covenants not to unreasonably withhold or delay its agreement to such modifications, provided that such modifications do not materially increase the obligations, or materially and adversely affect the rights of Tenant under this Lease.

35. WAIVER OF SUBROGATION. Each party remises, releases, and discharges the other party, and any officer, agent, employee or representative of such party, of and from any liability, arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing waiver of

subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party under such insurance.

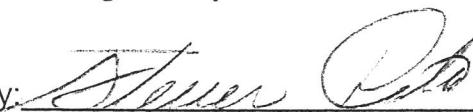
36. SECURITY DEPOSIT. None.

37. REVOCATION OF PRIOR AGREEMENTS. This Lease revokes and supercedes all prior agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers and sealed with their respective seals the day and year first above written for the property known as 6323 W. Saginaw, Lansing, MI 48917

**LANDLORD:**

**Reno's Properties, Inc.,  
a Michigan corporation**

By:   
Steven Fata  
Its: President

**TENANT:**

**THE MANDATORY POSTER AGENCY, INC.**

By:   
Thomas Fata  
Its: President

EXHIBIT A

## Site Plan

## Site Plan

SPANAW HWY. (11-42)

100' R.O.W.

REMOVE EXIST. CURB & GUTTER  
+ DRIVE PAVING PROVIDE NEW  
CURB & GUTTER + PAVING PER NO. 900, 902.

REMOVE EXIST. GURD & GUTTER  
AS REQ'D & PROVIDE NEW GURD  
& GUTTER AS SHOWN! AS PER  
LUDOT SPEC.

15.0°, 11.0°, 11.0°, 17.5°, 0.000330°, 0.0040°

RELOCATE SAINT PETERS  
POLICE AS REQUESTED BY KNSAI DRN

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EXISTING BUILDING

PROVIDE CONG.—  
HUNDRED BLOCKS  
& PARKING ADJACENT  
TO EXIST BUILDINGS.

TONDO 6.2

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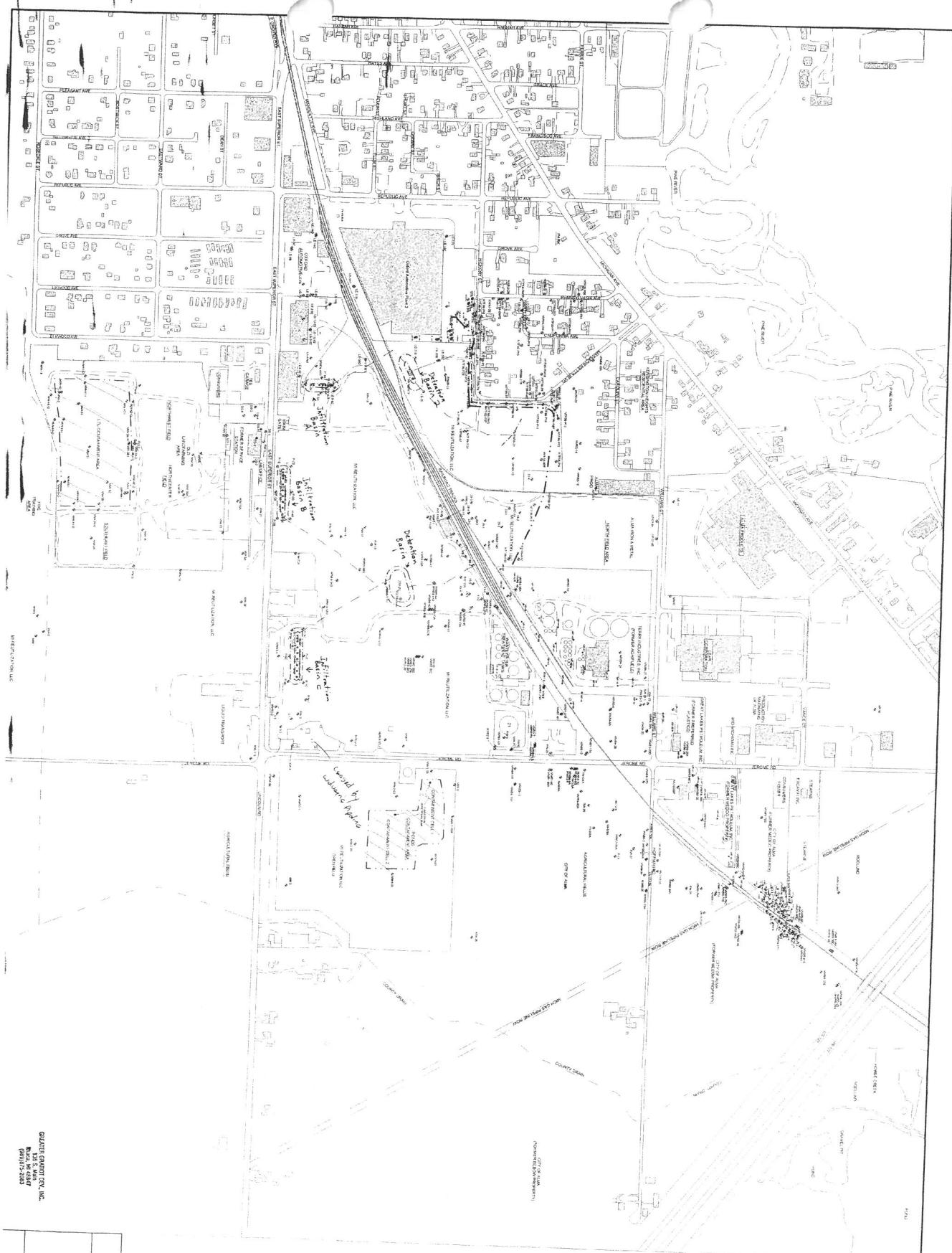
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THE JOURNAL OF CLIMATE

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10150 R-2  
SITE PLAN





GRANITE CITY INC.

105 E. Main

Alma, MI 48601

**SITE MAP SHOWING  
WELL LOCATIONS**

PROPER

TY RESTORATION (L.T.) LLC

ALMA, MICHIGAN