

## LEASE

THIS LEASE AGREEMENT is made with an effective date of November 15, 2017, by Chemical Bank, a Michigan banking corporation, of 2301 W. Big Beaver Road, Troy, Michigan (hereinafter referred to as "LANDLORD") and Lakeland HealthCare of 1234 Napier Ave. St. Joseph, Michigan (hereinafter referred to as "TENANT").

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

### KEY TERMS:

Base Rent: \$3,952 per month.

Rent Commencement Date: The rent Commencement Date of this lease shall be November 15, 2017.

Security Deposit: \$3,000.

Term: Month-to-Month.

Premises: Address    Unit #3 Cedarwood Office Building  
820 Lester Ave. St. Joseph, MI. 49085  
Square footage portion of Unit #3 - 3,720 sq. ft.

Tenant's Share of Operating Costs: \$700.00/month.

1.    Leased Premises and Term. LANDLORD hereby leases to the TENANT the "Premises" described above for the Term described above.

2.    Purpose. TENANT agrees to use the Premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3.    Rental. TENANT agrees and covenants to pay rent to LANDLORD at the rate set forth above as rental for the Premises. The rent for the first month of the Term will be due upon execution of this Lease. The rent for all subsequent months will be paid in advance on the same day of each subsequent month. Any installment of rent that is not paid within ten (10) days of its due date shall accrue a late payment fee equal to ten percent (10%) of the rent payment.

4. Operating Costs. "Operating Costs" shall mean the aggregate of all direct and indirect costs of owning, operating, managing and maintaining the real property on which the Premises is located, consisting of the building, land and all fixtures and systems located thereon, including but not limited to real property taxes, hazard insurance, lawn mowing, landscaping and snow removal and any costs for the cleaning or maintenance of common areas. TENANT shall pay to LANDLORD as additional rent Tenant's Share of all Operating Costs allocable to the Term of this Lease. Estimated installments of additional rent, each in the amount of 1/12 of the total additional rent anticipated by LANDLORD to be payable for the ensuing year, shall be due and payable with each installment of rent. LANDLORD may, at any time adjust its estimate of additional rent by notice to TENANT. On an annual basis, LANDLORD shall furnish TENANT with a statement (the "Expense Statement") showing (1) Operating Costs, (2) the amount of Tenant's Share thereof, and (3) the aggregate monthly payments made by TENANT toward Tenant's Share. If TENANT's aggregate payments toward Operating Costs for that year are greater than Tenant's Share of them, TENANT shall receive a credit for the excess against those monthly estimated Operating Costs increase payments next becoming due to LANDLORD; if said payments are less than Tenant's Share, TENANT shall immediately pay LANDLORD the difference.

TENANT shall be solely responsible for any personal property taxes levied against TENANT's personal property. TENANT shall be responsible for insuring TENANT's personal property, if desired. TENANT shall also be solely responsible for any separately metered utility charges to the Premises, including water, sewer, gas, telephone and electricity charges, and shall promptly pay all charges for such utilities when due.

5. Improvements. It is agreed by the parties hereto that no modifications or alterations are to be made by TENANT unless the express written consent of the LANDLORD is first obtained. All such modifications or alterations consented to by the LANDLORD are to be made only at the expense of the TENANT; and the TENANT shall hold LANDLORD free from all liens and encumbrances thereon. Upon the termination of this Lease, all modifications or alterations shall immediately become the property of the LANDLORD and shall be regarded for all purposes as part of the Premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the Premises. TENANT agrees that it will, upon request of the LANDLORD, put said building back in the same condition as when the TENANT took possession.

6. Maintenance and Repair. LANDLORD shall be responsible only for maintenance and repair of the foundation, roof, exterior walls and the plumbing, HVAC and electrical systems to the point of connection to the point of connection as the wall but not for plumbing and electrical fixtures. TENANT shall be responsible for all other maintenance and repair of the Premises. Further, TENANT shall be responsible for the repair of any damage caused by TENANT's negligence or willful misconduct.

7. Insurance. Tenant agrees to hold Landlord and any mortgagee of the Premises harmless from any loss that would have been covered by commercial general liability insurance in the minimum single limit amount of \$1,000,000.00. Landlord recognizes that Tenant is self-insured, however this hold harmless clause will be primary relative to any other valid and collectible insurance that Landlord may hold. Tenant will maintain its self-insurance fund during the full Term hereof, and will maintain that fund at levels that would cover a single event of up to \$1,000,000.

TENANT waives all claims against LANDLORD, and agrees to hold harmless LANDLORD, for damages to goods or for injuries to itself, its personnel or agents, or any other persons on or about the Leased Premises from any cause arising any time. The TENANT specifically releases, for itself and its successors and assigns, LANDLORD, its trustees, officers, administrators, employees and agents from any and all claims or causes of action arising out of TENANTS use of the Leased Premises. The TENANT further agrees to indemnify and hold LANDLORD harmless from any loss, claim or damage LANDLORD might suffer on account of any damage or injury to any person, or to the goods of any person, arising from the use of the Leased Premises by the TENANT, or arising from the failure of the TENANT to keep the Leased Premises in good condition as provided herein. LANDLORD shall not be liable to the TENANT for any damage by or from any act or negligence of any other occupant of the same building, or by an owner or occupant of adjoining or contiguous property.

LANDLORD waives all claims against the TENANT, and agrees to hold harmless the TENANT, for any and all claims, costs, expenses, damages, and liabilities arising out of accidents occurring in or on the common areas, including parking lots and sidewalks, except to the extent caused by TENANTS own negligence.

8. Destruction of Premises

a. Total Destruction. In the event that the Premises shall be totally destroyed by fire or other unavoidable casualty or so damaged as to render it impracticable to repair, this Lease shall terminate as of the date of such destruction; and the LANDLORD shall refund to the TENANT a prorata portion of any prepaid rent covering the period after such destruction. All insurance proceeds payable as a result of such casualty shall be remitted or endorsed to LANDLORD.

b. Partial Destruction. In the event that the Premises shall be partially but not wholly destroyed by fire or other unavoidable casualty, LANDLORD may elect to terminate this Lease or to promptly obtain from a responsible architect or builder a statement in writing of the estimated percentage of destruction of the Premises. If the damage is estimated to be fifty percent (50%) or less and LANDLORD does not elect to terminate this Lease, the Lease shall continue in full force and effect and the LANDLORD shall exercise due diligence to (promptly) repair and restore the Premises, within sixty (60) days, as close as possible to the condition in which they were before the damage occurred. During the period from the occurrence of the damage until complete restoration of the Premises, the rent payable shall be abated in proportion to the unusable portion of the Premises. All insurance proceeds payable as a result of such casualty shall be remitted or endorsed to LANDLORD.

If the damage exceeds fifty percent (50%), either the LANDLORD or the TENANT may terminate this Lease by giving to the other written notice of such election within ten (10) days after the statement in writing of the percentage of destruction has been delivered by the LANDLORD to the TENANT. If neither so elects, then LANDLORD shall exercise due diligence to (promptly) repair and restore the Premises, within sixty (60) days, as close as possible to the condition in which they were before the damage occurred, in which event, during the period from the occurrence of damage until complete restoration of the Premises, the rent shall abate in proportion to the unusable portion of the Premises. All insurance proceeds payable as a result of such casualty shall be remitted or endorsed to LANDLORD.

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9. LANDLORD's Rights. The TENANT further covenants and agrees that the LANDLORD or its agents may at all reasonable times enter upon the Premises to view the condition of the same or to make such repairs or alterations as LANDLORD may be required to make or may deem necessary for the safety or preservation of the building.

10. Sublease and Assignment. TENANT covenants and agrees that it will not sublet the Premises nor any part thereof, nor assign this Lease unless in each case the written consent of the LANDLORD is first obtained.

11. General Conditions. TENANT stipulates and agrees that it has inspected the Premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the LANDLORD upon the termination of this Lease. In accordance with Paragraph 11, LANDLORD reserves the right to inspect the Premises at all reasonable times.

12. Default. The occurrence of any of the following shall constitute a default by TENANT:

- a. Failure to pay any rent, additional rent or other amount due under this Lease when due; or

- b. Abandonment of the Premises (failure to occupy and operate in the Premises for fourteen (14) consecutive days shall be deemed an abandonment); or
- c. Failure to perform any provision of this Lease; or
- d. If TENANT is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors or institutes a proceeding under the Bankruptcy Act in which TENANT is the bankrupt or if any one of the individuals or entities comprising TENANT is or becomes bankrupt or insolvent or makes an assignment for the benefit of creditors; or

13. Remedies Upon Default. Upon the occurrence of a default, LANDLORD may terminate this Lease by written notice to TENANT and take possession of the Premises, in which event TENANT agrees to pay LANDLORD, as liquidated damages, an amount equal to the rent due or to become due during the balance of the term of this Lease, including reasonable estimates of additional rent, all of which shall be immediately due and payable).

Without waiving its right to terminate this Lease, LANDLORD may re-enter and recover possession of the Premises. TENANT shall remain liable to Landlord for the rent and other charges due or to become due during the balance of the Term of this Lease. Should LANDLORD exercise its right of re-entry, it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises, and relet the Premises for such term, and at such rental and upon such other terms and conditions as LANDLORD may determine in its sole discretion. Notwithstanding any reletting of the Premises without termination of this Lease, LANDLORD may at any time thereafter elect to terminate this Lease for the previous default of TENANT.

LANDLORD may cure the default at TENANT'S cost. The sum paid by LANDLORD shall be due immediately as additional rent.

Each of LANDLORD's remedies provided in this Lease is cumulative and in addition to any remedies now or hereafter allowed by law. No delay or omission in the exercise of any right or remedy of LANDLORD shall impair such right or remedy or be construed as a waiver of such breach or waiver of any further breach of the same covenant or condition. The receipt and acceptance by LANDLORD of partial or delinquent rent shall not constitute a waiver of any other default. LANDLORD shall be entitled to recover its legal expenses, including reasonable attorney fees, from TENANT.

14. Security Deposit. Landlord acknowledges the receipt of the Security Deposit which it is to retain as security for the faithful payment and performance of all of TENANT's obligations under this Lease. LANDLORD's right to the possession of the Premises for non-payment of the Rent or for any other reason shall not be affected by reason of the fact that the LANDLORD holds the Security Deposit. LANDLORD may, but is not obligated to, use the Security Deposit for unpaid rent, additional rent, damages to the Premises (excepting normal wear, use or damage by the elements), and other charges assessable to TENANT under this Lease. Any portion of the Security Deposit not used by LANDLORD is to be returned, without interest, to the TENANT when the Lease is terminated, but in no event is the Security Deposit to be returned until the TENANT has vacated the Premises and delivered possession to LANDLORD. LANDLORD may commingle the Security Deposit with other security deposits and/or other funds it owns. Any interest or other income earned on the Security Deposit shall accrue to LANDLORD. In the event of sale of the Premises, LANDLORD may transfer the Security Deposit to the purchaser to be held under the terms of this Lease, and the LANDLORD shall be released from all liability for the return of the Security Deposit to TENANT.

15. Landlord's Lien. In addition to the Security Deposit, TENANT's obligations under this Lease are secured by a security interest in favor of LANDLORD in all of TENANT's personal property located in the Premises, whenever acquired ("Tenant's Goods"). Upon the occurrence of any default by TENANT, LANDLORD, in addition to all other remedies set forth in this Lease, may take possession of Tenant's Goods and sell or otherwise dispose of the Tenant's Goods in accordance with the Michigan Uniform Commercial Code, with the net proceeds after costs of sale to be applied toward satisfaction of TENANT's obligations. If demanded by LANDLORD, TENANT shall assemble Tenant's Goods and make them available to LANDLORD at a place designated by LANDLORD and reasonably convenient to both parties. LANDLORD, at its sole option, may enforce its rights against Tenant's Goods either concurrently with or independently of the enforcement of LANDLORD's other rights under this Lease. LANDLORD is authorized to file one or more financing statements to perfect its interest in Tenant's Goods.

16. Notice. Any notice under this Lease shall be effective only if in writing, and mailed to the parties at their respective addresses above or at such other places as the parties may designate in writing to each other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

17. Successors. The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors in interest and assigns.

18. Complete Agreement; Amendment. This Lease is the complete agreement of the parties, replacing all discussions and negotiations, and can be amended or supplemented only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the LANDLORD and TENANT have signed this Lease effective on the date first stated above.

LANDLORD

Chemical Bank,  
a Michigan banking corporation

By:  \_\_\_\_\_

Its: Authorized Agent

TENANT

Lakeland HealthCare

By:  \_\_\_\_\_

Its:

EIN:

9/2017