

Detroit Real Estate Board Form-- Property Lease

1) **This Lease** Made this 5th day of March, 2002 by and between **JST ENTERPRISE, L.L.C.**, 360 "D" East Maple Road, Troy, Michigan, 48083 the Lessor, hereinafter designated as the Landlord, and **TENANT NAME**, hereinafter designated as the Tenant.

Description

2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in **Orion Township, Michigan 48359 at 4577 Lapeer Rd., Suite "XXXX", consisting of approximately XXXXXXXX square feet of space with bathroom and office and overhead door.**

Term

3) For the term **XX Months** from and after the **1st day of XXXXXXXX, 20XX** fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term, the sum of **XXXXXXX Dollars (\$00)** in lawful money of the United States payable in monthly installments in advance, upon the **1st** day of each and every month as follows:

REMIT TO: JST ENTERPRISE, L.L.C.
360 East Maple Road, Suite "D"
Troy, Michigan 48083

If, by reason of any of the provisions of this Lease, the commencement date shall be any day other than the first day of a calendar month, Fixed Rent for such partial calendar month shall be prorated on a per diem basis.

Rent

4) Tenant shall pay to Landlord, without notice or demand, in lawful money of the United States of America, at Landlord's mailing address or at such other place as Landlord may in writing designate, the following:

5) Fixed rent for the first twelve months of the term hereof shall be as stated in subparagraph L of the Rider to Commercial Lease Agreement of this Lease and shall be payable in equal monthly installments in advance and due on the first day of each and every calendar month during the lease term. There shall be Ten dollar (\$10.00) per day liquidation charge for each day the monthly rent payment is delinquent after the sixth day of the month.

Tenant agrees that in the event the "Consumer Price Index" published by the Bureau of Labor Statistics of the United States Department of Labor for urban wage earners based on the U.S. City average for all group commodities and items (hereinafter called the "Price Index"), or successor or substitute index appropriately adjusted, reflects an increase in the cost of living over and above such cost as reflected by such Price Index as it exists on the first day of the month following the commencement of the demised term hereof (hereinafter called the "Base Index"), the FIXED RENT payable hereunder shall be adjusted as follows:

(a) There shall be an annual adjustment in the minimum rental for each twelve months (commencing with the beginning of the thirteenth month of the initial term and any renewal term) based on the percentile difference between the Base Index and the Price Index for the same day of the same month (used above to create the Base Index) of each succeeding year.

(b) The percentage increase thus determined shall be multiplied by the FIXED RENT and the amount so determined shall be added to FIXED RENT and the combined sum shall constitute the minimum annual rental or the new FIXED RENT for the calendar year next ensuing. In no event shall new FIXED RENT be less than the FIXED RENT payable by Tenant for the preceding year. To illustrate, assuming that the Base Index is 102 and the Price Index for the month of December of the first year of the full term is 105.06, the new FIXED RENT for the second year of the full term would be the total of the base monthly rental plus an additional amount equal to three (3%) percent of such sums payable in equal monthly installments.

(c) In the event that the Price Index ceases to use the 1957-1959 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the change in the manner of computing the Price Index in effect at the date of this Lease not been altered. In the event such Price Index (or a successor or substitute Index) is not available, a reliable governmental or other non-partisan publication evaluating the information theretofore used in determining the Price Index shall be used.

6) All sums of money other than fixed rent that shall become due from and payable by Tenant under this Lease are sometimes hereinafter called Additional Rent ("Additional Rent") though not actual rent if not timely received by Landlord shall grant Landlord the same remedies as if the same were a default in the payment of Fixed Rent. If Tenant shall fail to pay any installment of Fixed Rent or Additional Rent when due, Tenant shall pay an administrative service charge of ten (\$10.00) dollars per day the payment shall be delinquent and for each category of delinquent indebtedness and such charge shall be deemed Additional Rent.

Assignment

7) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased premises.

*Bankruptcy
and
Insolvency*

8) The Tenant agrees that if the estate created hereby shall be taken in execution, 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 Tenants property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

*Right to
Mortgage*

9) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instruments or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgages or proposed mortgages and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver and such instrument or instruments for and in the name of the Tenant.

*Use and
Occupancy*

10) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for purpose **Office and Warehouse**, of the Lease Rider and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises.

Fire

11) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenantable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust his insurance or to remove his damaged good, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or a other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

12) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore agrees to keep in good order and repair, at its own expense, the roof, the four outer walls of the premises, and any water, sewer, gas, electrical or other utility connection/lines located outside of the physical leased premises which run into the structure. Tenant, at its own expense, agrees to keep in good order and repair; the doors, door frames, locks, the window glass, window casings, heating, ventilation, air-conditioning (if applicable), electrical, plumbing, lighting equipment or any other appliances or appurtenances located inside the leased premises and used in connection therewith.

Tenant to Indemnify

13) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of **\$100,000.00** for damages resulting to one person and **\$500,000.00** for damages resulting from one casualty, and **\$1,000,000.00** property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day. Tenant shall be solely responsible for insuring its improvements and contents of or in the premises.

Repairs and Alterations

14) Except as provided in Paragraph 12 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that since the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at any time and install and repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

Eminent Domain

15) If the whole or any part of the premises hereby leased 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 day the possession of that part shall be required for any public purpose and from the and after that day the annual rental received hereunder shall be reduced pro-rata for the portion which shall be so taken. If, however the portion of the property so taken shall materially interfere with the use by the Tenant of the remainder of the property, Tenant shall have the right to cancel and declare same null and void, by written notice to the Landlord within sixty (60) day after the possession shall be taken for such public purpose. All damages awarded for such taking shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for depreciation in value to the leasehold or to the fee of the premises herein leased provided however that the Landlord shall not be entitled to any portion of the award made to the Tenant for moving expenses or loss of business.

Reservation

16) The Landlord reserve the right of free access at all times to the roof of said leased premises and reserve the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the consent in writing of the Landlord.

Care of Premises

17) The Tenant shall not perform any acts or carry any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control clean and free from rubbish and debris at all times. Notwithstanding the provision contained herein, Tenant shall be responsible for its pro rata share of the cost of snow removal and rubbish expenses.

18) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and cleanliness, safety, occupation and use of same.

Condition of Premises at Time of Lease

19) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representation as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

20) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the

leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

Re-Renting

21) The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this lease, the Landlord may show the premises to prospective Tenants.

Holding Over

22) It is hereby agreed that in the event of the Tenant herein holding over after the termination of this lease, thereafter the tenancy shall be from month to month at the discretion of the Landlord.

*Gas, Water,
Heat, Electricity*

23) Tenant agrees to promptly pay for the utilities consumed when billed by the utility companies for gas, heat and electricity during the continuance of this lease at the time same shall become due. Landlord agrees that the gas, heat and electricity shall be separately metered and payment for said utilities shall be made by Tenant directly to the utility companies.

*Advertising
Display*

24) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon said premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be designated by the Landlord.

*Access to
Premises*

25) The Landlord shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary he may demand that the Tenant make the same and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that he will forthwith on demand pay to the Landlord the cost thereof with interest at 10% annum, and if he shall make default in such payment the Landlord shall have the remedies provided in Paragraph 5 hereof.

Re-Entry

26) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased premises shall be deserted or vacated, then it shall be lawful for the Landlord, his certain attorney, heirs, representatives and assigns, to re-enter into, re-possess the said premises and the Tenant and each and every occupant to remove and put out.

*Quiet
Enjoyment*

27) The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid.

*Expenses-
Damages
Re-Entry*

28) In the event that the Landlord shall, during the period covered by this lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commission which may be paid in and about the letting of the same, and all other damages.

*Remedies
not
Exclusive*

29) It is agreed that each and every of the rights, remedies and benefits provided by this lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Waiver

30) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

*Delay of
Possession*

31) It is understood that if the Tenant shall be unable to enter into and occupy the premises hereby leased at the time above provided, by reason of the said premises not being ready for occupancy, or by reason of the holding over of any previous occupant of said premises, or as a result of any cause or reason beyond the direct control of the Landlord, the Landlord shall not be liable in damages to the Tenant therefor, but during the period of the Tenant shall be unable to occupy said premises as hereinbefore provided, the rental therefor shall be abated and the Landlord is to be the sole judge as to when the premises are ready for occupancy.

Notices

32) Whenever under this lease a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at his last known Post Office address or at the leased premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the last known Post Office address of the Landlord and deposited in the mail with postage prepaid. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

33) It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its" and "their".

34) The covenants, conditions and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives and assigns.

The foregoing and subsequent provisions of this form Lease are governed by, subject to and modified by the terms and conditions of the attached Rider and Rules and Regulations.

IN WITNESS WHEREOF, The parties have hereunto set their hands and seals the day and year first above written.

WITNESSED BY:

JST ENTERPRISE, L.L.C.,

_____(L.S.)

Jeffrey S. Tenniswood
Landlord

WITNESSED BY:

_____(L.S.)

Tenant

RIDER TO COMMERCIAL LEASE AGREEMENT

THIS RIDER is attached to and made a part of the Commercial Lease Agreement by and between JST Enterprise, L. L. C., 360 East Maple Road, Suite "D", Troy, Michigan 48083, as Landlord, and the Tenant as shown in Paragraph B.

SUMMARY OF LEASE PROVISIONS

Basic Terms

- A. LANDLORD: **JST ENTERPRISE, L.L.C.**
- B. TENANT:
- C. BUILDING: Crestwood Suites, located at 4577 / 4581 Lapeer Rd., Orion Township, Michigan, 48539 and its appurtenances including, landscaping, driveways, ramps, parking lots and other property, facilities and equipment used in the operation and maintenance thereof and as the same may exist from time to time.
- D. DEMISED PROPERTY: 4577 Lapeer Rd. Suite **XX**, Orion Twp, Michigan, 48539
- E. PERMITTED USE: **Office and Warehouse**
- F. APPROXIMATE AREA OF DEMISED PREMISES: **XXXX square feet**
- G. APPROXIMATE BUILDING RENTABLE AREA: **27,500 square feet**
- H. COMMENCEMENT DATE: **XXXXXXXX 1, 20XX**
- I. EXPIRATION DATE:
- J. LEASE TERM: **XX Months**
- I. INITIAL FIXED RENT: **XXXXXX.00 / month**
- L. SECURITY DEPOSIT: **\$XXXX.00**
- M. TRASH REMOVAL: **\$24.00 / month**
- N. SNOW RENOVAL: **\$6.00 / service**

Exhibit A- Rules and Regulations
Exhibit B - Demised Premises (Floor Plan)

EXHIBIT A

RULES AND REGULATIONS MADE A PART OF JST ENTERPRISE, L.L.C. LEASE

1. Tenant shall observe and comply with the Rules and Regulations hereinafter set forth and with such further rules and regulations as Landlord may prescribe, on written notice to Tenant, for reasons including the safety, care and cleanliness of the Building and the comfort, quiet and convenience of other occupants of the Building.

2. Landlord shall not be responsible for the violations of any rules or regulations of the Building by other tenants of the Building and Landlord shall have no obligation to enforce the same against other tenants.

3. No curtains, blinds, shades, screens, awnings, window, air-conditioners or other projections shall be attached to or hung by Tenants on the outside wall of the Building without the prior written consent of the Landlord. If venetian blinds are provided in the Demised Premised, Tenant shall use such care and diligence to protect them as may be required by Landlord.

4. No floor covering shall be affixed to the "shop" floor in the Premises by means of glue or other adhesive without Landlord's prior written consent.

5. The restrooms, water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the plumbing shall be borne by the Tenant and whose servants, employees, agents, visitors, licensees or invitees who shall have caused the same. No person shall waste water by interfering or tampering with the faucets or otherwise.

6. Tenant shall not cause or permit unusual or objectionable odors to be produced upon or emanate from the Premises, including, but not limited to, duplicating or printing equipment or data processing equipment emitting noxious fumes. Tenant shall not disturb any occupants of this or neighboring structures or premises by the use of any musical instruments, radio, television, loudspeaker, or by any unseemly or disturbing noise.

7. No area outside of the interior of the Demised Premises shall be used for storage of any kind at any time. This may include but is not limited to, cars, pallets, trailers, debris, etc.

8. Each Tenant must, upon the termination of its tenancy, restore to the Landlord all keys, either furnished to or otherwise procured by such Tenant and in the event of the loss of any keys so furnished, such Tenant shall pay to the Landlord the cost thereof and of the changing of the lock mechanism.

9. Tenant shall not utilize any electronic, radiowave, microwave or other transmitting, receiving or amplification device which would disturb or interfere with any other tenant of the Building or the operation of the Building generally. Tenant shall not utilize any equipment or apparatus in such manner as to create any magnetic fields or waves which adversely affect or interfere with the operation of any systems or equipment in the Building. Tenant shall keep all electrical and mechanical apparatus free of vibration, noise and air waves which may be transmitted beyond the interior of the Demised Premises.

10. Only machinery or mechanical devices of a nature directly related to Tenant's ordinary use of the Premises shall be installed, placed or used in the Premises and the installation and use of all such machinery and mechanical devices is subject to the other rules contained herein and the other portions of this Lease.

11. Tenant shall not in any manner paint, alter or deface or damage the Building.

12. Landlord reserves the right to rescind, alter, waive, or add any further Rules and Regulations as in the Landlord's judgment may from time to time be needed for reasons including for the safety, care and cleanliness of the Building and Demised Premises and for the preservation of good order therein. Such other or further Rules and Regulations shall be binding upon Landlord and Tenant the same as if they had been inserted herein at the time of execution of the Lease Agreement into which these Rules and Regulations are incorporated.

13. Tenant will be responsible for providing signage at the suite and on the multitenant sign in front of the facility within 30 days of the occupancy date.

EXHIBIT B