STATE OF MICHIGAN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF:

ACTION AUTO STORE #26
636 E. Michigan Avenue
Lansing, Michigan

ASSIGNMENT OF ADMINISTRATIVE AGREEMENT AND COVENANT NOT TO SUE

This Assignment ("Assignment") of Administrative Agreement and Covenant Not To Sue ("Administrative Agreement" – **Attachment 1**) is made and entered into the 1st day of May, 2018 between Michigan Avenue Development Company, a Michigan limited liability company ("MADC"), 600 E. Michigan-Lansing, LLC, ("600 E. Michigan") a Michigan limited liability company, James Brogan ("Brogan"), and the State of Michigan and its Department of Environmental Quality ("State").

RECITALS

A. This Assignment concerns the Administrative Agreement pertaining to the property described in Schedule A of the Administrative Agreement located at 636 East Michigan Avenue, Lansing, Michigan, (the "Property"), executed by the State and MADC on July 7, 1995. The legal description for the land included in the Property is set forth in **Attachment 2**.

B. The Property, in part continues to be owned by MADC. A portion of the Property has been sold to Brogan. The State, MADC, and Brogan entered into a partial Assignment of Administrative Agreement and Covenant Not to Sue on June 11, 1996.

C. GG Acquisitions, LLC, is a Michigan limited liability company ("GGA").

D. 600 E. Michigan-Lansing, LLC is a Michigan limited liability company.

E. GGA has entered into a Commercial Property Buy and Sell Agreement with MADC with an Effective Date of December 18, 2017, for the purchase of that portion of the Property not earlier sold to Brogan as described on **Attachment 3** (the "MADC Property").

F. GGA has entered into a Commercial Property Buy and Sell Agreement with Brogan with an Effective Date of December 18, 2017, for the purchase of certain real estate, which includes a portion of the Property subject to the Administrative Agreement as described on **Attachment 4** (the "Brogan Property").

G. 600 E. Michigan is in the process of reaching an agreement with GGA that prior to a closing, the Commercial Property Buy and Sell Agreements referenced above for the purchase of the MADC Property and the Brogan Property would be assigned to and closed in the name of 600 E. Michigan. Thereafter, the properties would be developed by 600 E. Michigan.

H. The Administrative Agreement contains a Covenant Not To Sue (the "CNTS").

I. Pursuant to the Administrative Agreement, the transfer of ownership of the Property and the Assignment of the Administrative Agreement requires the written approval of the State.

J. 600 E. Michigan submitted to the State an Affidavit in Support of Assignment of Administrative Agreement and Covenant Not to Sue dated April 30, 2018, **Attachment 5**.

K. 600 E. Michigan now requests a transfer of rights, duties, obligations and benefits of the Administrative Agreement, including but not limited to the CNTS, and requests the State to approve this Assignment thereof and the transfer of the Property in accordance with Article XIV of the Administrative Agreement.

L. The parties intend that all of the defined terms in the Administrative Agreement shall be construed as having the same meaning when utilized in this Assignment, except as may otherwise be noted herein.

M. The State, MADC, and Brogan, consent to the extension of the protections of the Administrative Agreement and the CNTS to 600 E. Michigan pursuant to the terms of this Assignment and the State approves the transfer of the Property to 600 E. Michigan.

TERMS OF AGREEMENT

1. The above Recitals are hereby incorporated herein by reference as if fully set forth herein.

2. Effective on the date of Closing on the acquisition of the Property by 600 E. Michigan, (the "Closing"), MADC and Brogan assign and transfer to 600 E. Michigan all rights, benefits, protections, and obligations of MADC and Brogan under the Administrative Agreement, which accrue from and after the date of Closing.

3. Effective on the date of Closing, 600 E. Michigan accepts and assumes all the rights, benefits, protections, and obligations of MADC and Brogan arising out of the Administrative Agreement, which accrue from and after the date of Closing. 600 E. Michigan agrees to be bound by the terms and conditions of the Administrative Agreement and agrees to pay, perform and discharge all of the covenants, conditions, obligations, responsibilities and liabilities to be performed under the Administrative Agreement after the Closing. MADC and Brogan retain all the rights, benefits and protections of MADC and Brogan arising out of the Administrative Agreement as to the Property.

4. Upon the date of Closing, 600 E. Michigan shall have the rights, benefits, protections and obligations of MADC and Brogan in the Administrative Agreement which accrue from and after the date of Closing. Upon the date of Closing, MADC and Brogan shall be released from the responsibilities imposed by the Administrative Agreement after the date of Closing.

5. The parties recognize that 600 E. Michigan's responsibilities pursuant to the Administrative Agreement may be modified by the amendment or rescission of the Administrative Agreement, or the amendment, revision or repeal of such applicable state laws or rules.

6. The State's representative's signature set forth below shall constitute an acknowledgement that the State upon Closing (1) agrees to MADC and Brogan's assignment and transfer to 600 E. Michigan of all rights, benefits, protections and obligations of MADC and Brogan under the Administrative Agreement which accrue from and after the date of the Closing; (2) agrees to 600 E. Michigan's assumption of all rights, benefits, protections and obligations of MADC and Brogan arising out of the Administrative Agreement, which accrue from and after the Closing; (3) agrees that all of the benefits, (including but not limited to the CNTS), duties and obligations of the Administrative Agreement are extended to 600 E. Michigan retroactive to the date of the execution of the Administrative Agreement; (4) releases MADC and Brogan from the responsibilities imposed by the Administrative Agreement as to the Property from and after the date of Closing; (5) agrees to be bound by and subject to the terms and provisions of the Assignment; and (6) consents to this Assignment and the transfer of the Property to 600 E. Michigan.

MICHIGAN AVENUE DEVELOPMENT COMPANY,
A Michigan Limited Liability Company

_____

By: Randolph A. Rifkin
Its: Member
Dated: 5/1/18

JAMES BROGAN,
An individual

_____

By: James Brogan
Dated: _____

4. Upon the date of Closing, 600 E. Michigan shall have the rights, benefits, protections and obligations of MADC and Brogan in the Administrative Agreement which accrue from and after the date of Closing. Upon the date of Closing, MADC and Brogan shall be released from the responsibilities imposed by the Administrative Agreement after the date of Closing.

5. The parties recognize that 600 E. Michigan's responsibilities pursuant to the Administrative Agreement may be modified by the amendment or rescission of the Administrative Agreement, or the amendment, revision or repeal of such applicable state laws or rules.

6. The State's representative's signature set forth below shall constitute an acknowledgement that the State upon Closing (1) agrees to MADC and Brogan's assignment and transfer to 600 E. Michigan of all rights, benefits, protections and obligations of MADC and Brogan under the Administrative Agreement which accrue from and after the date of the Closing; (2) agrees to 600 E. Michigan's assumption of all rights, benefits, protections and obligations of MADC and Brogan arising out of the Administrative Agreement, which accrue from and after the Closing; (3) agrees that all of the benefits, (including but not limited to the CNTS), duties and obligations of the Administrative Agreement are extended to 600 E. Michigan retroactive to the date of the execution of the Administrative Agreement; (4) releases MADC and Brogan from the responsibilities imposed by the Administrative Agreement as to the Property from and after the date of Closing; (5) agrees to be bound by and subject to the terms and provisions of the Assignment; and (6) consents to this Assignment and the transfer of the Property to 600 E. Michigan.

MICHIGAN AVENUE DEVELOPMENT COMPANY,
A Michigan Limited Liability Company

LAWRENCE A. BAGG

By: _____
Its: MEMBER
Dated: MAY 1, 2018

JAMES BROGAN,
An individual

_____
By: James Brogan
Dated: _____

4. Upon the date of Closing, 600 E. Michigan shall have the rights, benefits, protections and obligations of MADC and Brogan in the Administrative Agreement which accrue from and after the date of Closing. Upon the date of Closing, MADC and Brogan shall be released from the responsibilities imposed by the Administrative Agreement after the date of Closing.

5. The parties recognize that 600 E. Michigan's responsibilities pursuant to the Administrative Agreement may be modified by the amendment or rescission of the Administrative Agreement, or the amendment, revision or repeal of such applicable state laws or rules.

6. The State's representative's signature set forth below shall constitute an acknowledgement that the State upon Closing (1) agrees to MADC and Brogan's assignment and transfer to 600 E. Michigan of all rights, benefits, protections and obligations of MADC and Brogan under the Administrative Agreement which accrue from and after the date of the Closing; (2) agrees to 600 E. Michigan's assumption of all rights, benefits, protections and obligations of MADC and Brogan arising out of the Administrative Agreement, which accrue from and after the Closing; (3) agrees that all of the benefits, (including but not limited to the CNTS), duties and obligations of the Administrative Agreement are extended to 600 E. Michigan retroactive to the date of the execution of the Administrative Agreement; (4) releases MADC and Brogan from the responsibilities imposed by the Administrative Agreement as to the Property from and after the date of Closing; (5) agrees to be bound by and subject to the terms and provisions of the Assignment; and (6) consents to this Assignment and the transfer of the Property to 600 E. Michigan.

MICHIGAN AVENUE DEVELOPMENT COMPANY,
A Michigan Limited Liability Company

_____

By:_____
Its:_____
Dated:_____

JAMES BROGAN,
An individual

_____

By: James Brogan
Dated: 4/30/18

600 E. MICHIGAN-LANSING, LLC,
A Michigan Limited Liability Company

By: Gillespie Group Manager, LLC
Its: Manager

Patrick K. Gillespie

By: Patrick K. Gillespie
Its: Manager
Dated: 4-30-2018

[Remainder of page left intentionally blank]

STATE OF MICHIGAN,
Department of Environmental Quality

Kathleen Shirey

By: ~~Joshua Mosher~~
~~Acting Assistant Director~~ Acting Director, Remediation and Redevelopment Division
Remediation and Redevelopment Division
Michigan Department of Environmental Quality
Dated: 5/1/2018

Department of Attorney General

Megen E. Miller

By: Megen E. Miller
Assistant Attorney General
Environment, Natural Resources, and Agriculture Division
Michigan Department of Attorney General
Dated: 5/1/18

ATTACHMENT 1

ADMINISTRATIVE AGREEMENT AND COVENANT NOT TO SUE

This Administrative Agreement and Covenant Not To Sue (hereinafter referred to as the "Agreement") is executed and entered into this 7th day of July 1995 by and between the State of Michigan and its Department of Natural Resources ("the State" or "MDNR") and Michigan Avenue Development Company, L.L.C. ("MAD"). By execution of this agreement, the State and MAD stipulate and agree to be bound by all of the recitals, terms and conditions herein. 95 SFP

I. DEFINITIONS

1. The terms used in this Agreement shall have the following meanings:

1.1 "Act 307" or "MERA" means the former Michigan Environmental Response Act, 1982 PA 307, as amended, MCL 324.20101 et seq, (now Part 201 of the Natural Resources and Environmental Protection Act), and its rules.

1.2 "Act 307 Rules" means the administrative rules promulgated under the former Michigan Environmental Response Act 1982 PA 307, as amended, MCL 324.20101, et seq (now Part 201 of the Natural Resources and Environmental Protection Act).

1.3 "Action Auto" means Action Auto, Inc., the owner and/or operator of the Property described below and the Debtor-in-Possession in In re: Action Auto Stores, Inc., Case No. 90-11710 filed in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division, Flint, Michigan.

1.4 "Administrative Agreement and Covenant Not To Sue" or "Agreement" means this document, its Attachments, and any report, document or other submittal made pursuant to this document or any Attachment hereto. All Attachments to this document and other reports, documents or other submittals made under this document are incorporated into and made an enforceable part of this document.

1.5 "Debtor" or "Debtor-in-Possession" means the Action Auto, Inc. in In re: Action Auto Stores, Inc., Case No. 90-11710 filed in the United States Bankruptcy Court for the Eastern District of Michigan, Northern Division, Flint, Michigan.

1.6 "Environmental Clean Up Fund" means the fund established by the Order Confirming Michigan National Bank's Liquidating Plan of Reorganization for Debtor Action Auto Stores, Inc., which will receive 33% of the Net Sale Proceeds from the sale of all the Debtor's real properties.

1.7 "Environmental Consultant/Prime Contractor" means a consultant/prime contractor selected by the Post-Confirmation Committee.

1.8 "ERD" means the Environmental Response Division of MDNR and its successor entities.

1.9 "Existing Contamination" refers to any Hazardous Substance at any level above "Type A" or "Type B" as those terms are defined in the Act 307 Rules, in any location, including soils, groundwater, surface water, sewer lines and utility trenches that (1) presently exists at, or (2) is presently emanating from, or (3) is presently subjacent to the Property and, regardless of its location, is attributable to releases that occurred prior to the closing of the sale of a Property. For purposes of this definition "presently" means it exists at the effective date of this Agreement and "past" means it occurred prior to the effective date of this Agreement. In addition, for further purpose of defining Existing Contamination, the State and MAD agree that all data and technical reports for a particular Facility produced to date by Action Auto, Action Auto's consultants or the State, and all further data and technical reports developed by MAD, the Environmental Consultant/Prime Contractor or the State, within 180 days of the closing of the sale of the Property or completion of the Response Activities set forth in paragraph 4.2, which ever occurs first, are probative evidence of the nature and extent of Existing Contamination for purposes of this Agreement and shall be admissible as evidence in any proceeding involving a dispute over the same.

1.10 "Facility" means the former Action Auto Property located at 636 East Michigan Avenue, Lansing, Michigan, and any other area, place or property where Hazardous Substances are located if the Hazardous Substances are attributable to Existing Contamination.

1.11 "Hazardous Substance" means any regulated substance as defined in LUST Section 21313(3), MCL 324.21313(3) or any Hazardous Substance as defined in Section 20101(n) of Act 307, including petroleum and petroleum by-products.

1.12 "LUST" or "the LUST Act" means the former Leaking Underground Storage Tank Act, 1988 PA 478, as amended, MCL 324.21301, et seq (now Part 213 of the Natural Resources and Environmental Protection Act).

1.13 "MAD" refers to Michgian Avenue Development Company, L.L.C., a Michigan corporation, located at 636 East Michigan Avenue, Lansing, Michigan 48913, who is the purchaser of some of the assets of Action Auto, including the Property.

1.14 "MDNR" means the Michigan Department of Natural Resources and those persons or entities acting on its behalf.

1.15 "MUSTFAA" means the former Michigan Underground Storage Tank Financial Assurance Act, 1988 PA 518, as amended, MCL 324.21501, et seq (now Part 215 of the Natural Resources and Environmental Protection Act).

1.16 "Net Sale Proceeds" means the remaining proceeds from the sale of a Property after the costs of maintaining and preserving that Property and the unpaid and accrued real estate taxes on that Property have been deducted.

1.17 "Plan of Reorganization" or "Plan" means the plan of reorganization approved and authorized by the Order Confirming Michigan National Bank's Liquidating Plan of Reorganization for Debtor Action Auto Stores Inc., dated December 9, 1992, and the Exhibits incorporated therewith.

1.18 "Post-Existing Contamination" means contamination associated with the release or threatened release of any Hazardous Substance at the Property after the execution of this Agreement.

1.19 "Post-Confirmation Committee" means the committee established pursuant to Article X of the Plan of Reorganization.

1.20 "Property" means the former Action Auto property located at 636 East Michigan Avenue, Lansing, Michigan.

1.21 "Purchase Agreement" means the Purchase Agreement between James Brogan and the Post-Confirmation Committee executed on September 21, 1994 and September 27, 1994, respectively, and subsequently assigned to MAD on December 9, 1994.

1.22 "Release" has the meaning as described in Section 20101(u) of Act 307.

1.23 "Remedial Investigation" means those activities necessary to characterize the source, nature and vertical and horizontal extent and impact of Existing Contamination associated with the Facility.

1.24 "Remediate" means to cleanup or take other Response Activity to protect the public health, safety and welfare and the environment consistent with Act 307, the LUST Act, the UST Act, and other applicable authority.

1.25 "Response Activity" has the meaning as described in Section 20101(x) of Act 307.

1.26 "Response Activity Costs" or "costs of response activity" means (1) all costs incurred by MDNR relating to the review, oversight, selection or implementation of Response Activity after the closing of the sale of a Property, including enforcement costs; or (2) all costs for work performed by the Environmental Consultant/Prime Contractor and subcontractors relating to the selection and implementation of Response Activity. "Incurred" means costs that have been disbursed or

paid out by MDNR. Costs incurred does not include costs that are due or owed by MDNR. "Performed" means professional services provided by the Environmental Consultant/Prime Contractor and its subcontractors implemented in accordance with site-specific work plans and budgets approved by MDNR.

1.27 "State" means the State of Michigan, including the Department of Attorney General and MDNR, and any authorized representative acting on their behalf.

1.28 "The UST Act" means the former Underground Storage Tank Act, 1984 PA 423, as amended, MCL 324.21101, et seq and its rules (now Part 211 of the Natural Resources and Environmental Protection Act).

1.29 "UST" or "Underground Storage Tank System" means a tank or combination of tanks, including underground pipes connected to the tank or tanks, which is, was, or may have been used to contain an accumulation of Hazardous Substances, and the volume of which, including the volume of the underground pipes connected to the tank or tanks, is 10% or more beneath the surface of the ground.

II. STATEMENT OF OBJECTIVES

2.1 It is the objective of the State of Michigan and MAD in entering into this Agreement to: (a) Provide for the implementation of Response Activity to Remediate Existing Contamination associated with the Facility to the maximum extent possible given the financial resources made available; (b) Expedite the implementation of such Response Activity; (c) Provide a mechanism for MAD to purchase the Property without incurring liability for Existing Contamination; (e) Prevent the Property from becoming an "orphan site" and allow the commercial use of the Property; and (f) Engender the social and economic benefits accompanying the establishment of new commercial uses of the Property.

III. BACKGROUND INFORMATION CONCERNING THE PROPERTY

3.1 The Property has been used as a bulk storage facility by Action Auto, Inc. As such, the Property was a location where various petroleum products, including gasoline, kerosene and diesel fuel were stored.

3.2 Releases of petroleum products into the environment have occurred on the Property and these Releases have resulted in the Existing Contamination.

3.3 Hazardous substances found at the Facility in soils, groundwater or surface water are present at concentrations exceeding those allowed under the Act 307 Rules.

3.4 There is need to undertake additional Response Activities at the Facility.

3.5 MAD is purchasing the Property described in Attachment A from the Post-Confirmation Committee. A portion of the Net Sale Proceeds from the sale is normally placed into the Environmental Clean Up Fund established pursuant to Exhibits B and F of the Plan of Reorganization which may be utilized for Response Activity at a Facility. The Parties acknowledge and understand that no Net Sale Proceeds will be available from the sale and that no Net Sale Proceeds will be placed into the Environmental Clean Up Fund. MAD shall, however, utilizing its own funds, perform the Response Activities set forth in paragraph 4.2 herein. MDNR, in its sole discretion, may or may not allocate additional monies from the Environmental Clean Up Fund for Response Activities at the Facility. Nothing in this Agreement shall be construed to prohibit or limit the implementation of additional MDNR approved Response Activity by MAD or other parties.

3.6 Article X of the Plan of Reorganization establishes a "Post-Confirmation Committee" and requires the Post-Confirmation Committee to undertake all necessary measures to apply for, establish and maintain eligibility under MUSTFAA. Any payments received from the MUSTFAA Fund for Response Activity conducted at the Facility shall be deposited to the Environmental Clean Up Fund to reimburse the Fund for any expenditures the Fund has paid out for Response Activity at the Facility. After reimbursing the Environmental Clean Up Fund for funds that have been advanced by the Fund to pay for Response Activity at a Facility, all other payments from the MUSTFAA Fund may be applied to pay for Response Activity conducted at that Facility, provided, however, that MUSTFAA payments to the Post-Confirmation Committee for Response Activity performed by the Environmental Consultant/Prime Contractor prior to sale are redistributed as Net Sale Proceeds.

IV. OWNERSHIP AND OPERATIONS IN COMPLIANCE WITH UST AND LUST; IMPLEMENTATION OF RESPONSE ACTIVITIES

4.1 MAD shall either (1) remove all USTs from the Property, or (2) bring all UST systems at the Property into compliance with the UST Act and RCRA. UST upgrades shall include, but not be limited to, spill prevention, corrosion protection, and leak detection up-grades as required by the UST Act or RCRA. UST systems which are upgraded shall be upgraded and retested for tightness, in accordance with the UST Act and regulations and other applicable laws and regulations, prior to being placed in service.

4.2 MAD shall properly disassemble or demolish, remove and properly dispose of all of the above-ground storage tanks located on the Property within 180 days of the closing of the sale of the Property.

4.3 Nothing contained in Paragraphs 4.1 or 4.2 shall be deemed or construed to enlarge or otherwise impose additional obligations upon MAD other than those specifically set forth herein.

V. ACCESS TO PROPERTY AND RECORDS

5.1 Pursuant to MCL 324.20133(4), upon reasonable notice to MAD, and upon presentation of proper identification, from the effective date of this Agreement until the release or threat of release at the Property has been remediated, the MDNR and its authorized employees and representatives, as well as the Environmental Consultant/Prime Contractor and its authorized employees and representatives, shall have an irrevocable right to access at all reasonable times to the Property and any real property to which access is required for the implementation of Response Activity to the extent access to the Property is owned, controlled by or available to MAD for the purpose of conducting any activity authorized by this Agreement or required under Federal or State law with respect to environmental conditions at the Property, including, but not limited to:

(A) Monitoring Response Activity, including collecting environmental samples.

(B) Verifying any data or information submitted to the MDNR.

(C) Collecting environmental samples, photos, video tape or other data, upon presenting credentials and undertaking a reasonable attempt to inform a person in charge at a Property or their designee. A receipt for the collection of such samples and data shall be provided by the MDNR to the person in charge at a Property.

(D) Conducting Response Activity.

(E) Assessing the need for evaluating, planning or implementing Response Activity.

(F) Inspecting and copying non-privileged records, operating logs, contracts or other documents which may be required to monitor MAD compliance with this Agreement.

5.2 Upon reasonable notice to MAD, from the effective date of this Agreement, any other party and their authorized contractors and consultants shall have the right to access the Property for the purpose of conducting Response Activity provided that the Response Activity is being conducted under a consent decree or administrative order by consent executed by the MDNR. Such Response Activity shall be implemented and coordinated with Response Activity undertaken under this Agreement. The party conducting Response Activity under a consent decree or administrative order by consent shall be required, or shall require its consultants and contractors, to coordinate all

activities at a Property with MAD, and to use its (their) best efforts to minimize interference and whenever possible conduct Response Activities that are the least intrusive to MAD operation and commercial activities at the Property unless such interference is necessary for the implementation of Response Activity.

5.3 Consistent with MDNR's responsibilities under federal or state law, MDNR and its authorized employees and representatives, shall use their best efforts to minimize interference and whenever possible employ efforts that are the least intrusive to the operations and commercial activities at the Property. For purposes of this Section V, "Best Efforts" shall not include taking efforts which would result in incurring any material cost increases in performing Response Activity. However, in the event MDNR, its authorized representatives, or other parties, undertakes or monitors Response Activity at the Property, the parties to this Agreement recognize and agree that MDNR and the other parties may have to disrupt, halt or otherwise interfere with operations or commercial activities at the Property.

5.4 When all necessary Response Activity has been implemented to the satisfaction of MDNR, MDNR's rights to access the Property under MCL 324.20133(4) shall terminate. This Agreement does not restrict or limit any other right the MDNR may have to enter the Property or other properties to which access is required pursuant to MCL 324.20117 or other statutory or regulatory authority.

VI. AFFIRMATIVE COVENANTS, CERTIFICATIONS, AND ADDITIONAL OBLIGATIONS BY

6.1 MAD hereby certifies that, prior to the effective date of this Agreement, it has fully disclosed or made available to the State all information known to it relating to: (a) the nature and extent of Existing Contamination associated with the Facility; (b) any other environmental conditions relating to the Facility that may present a risk of harm to the public health, safety or welfare or the environment; and (c) the age, location and historic contents of all UST systems at the Property. In addition, MAD certifies to the best of its knowledge, after reasonable inquiry, that prior to the effective date of this Agreement: (a) MAD is financially capable of redeveloping and reusing the Property in accordance with the Covenant Not To Sue; (b) that the redevelopment or reuse of the Property by MAD will not result in a release or threat of release; (c) MAD has never owned or operated the Property at any time prior to the execution of the Purchase Agreement; and (d) that MAD is not affiliated in any way with any person that may be liable under Section 20126 of MERA for a release or threat of release at the Property, including Action Auto and its subsidiaries, successors, directors or officers or any other owner or operator of the Property.

6.2 MAD hereby further certifies in accordance with Section 20133(3) of MERA, that it will cooperate with MDNR or other persons conducting Response Activity approved by MDNR, and that it will exercise due care with respect to the Existing Contamination. MAD further certifies that its ownership, operations, or commercial activities at the Property will not contribute to or exacerbate the Existing Contamination, interfere with the implementation or completion of any Response Activity, pose health risks, or cause an increase in the cost of Response Activities. If information becomes available which indicates that conditions at the Property may or will pose unacceptable health risks related to the release or threat of release of Existing Contamination to persons who may be present at or in the vicinity of the Property, MAD shall take the necessary precautions to prevent, minimize, or mitigate those risks to public health, safety and welfare.

6.3 MAD hereby acknowledges and understands that the implementation of Response Activity may temporarily disrupt, halt or otherwise interfere with MAD's operations and commercial activities at the Property. Furthermore, MAD agrees that any site construction, remodeling or redevelopment shall not exacerbate or contribute to Existing Contamination and that such construction, remodeling or redevelopment activities shall not interfere with any Response Activity. Such site construction, remodeling or redevelopment activities on the Property include, but are not limited to: UST system removal, installation or replacement; lot paving; pump and dispenser system installation or replacement; canopy removal or installation; utility line work; drainage system redesign, installation or removal; drinking water well construction or removal; building demolition, relocation or construction; and any soil removal, replacement, relocation, regrading, etc., associated with the above listed activities. MAD shall notify MDNR and the Environmental Consultant/Prime Contractor, at least 60 days prior to undertaking construction, remodeling or redevelopment activities on the Property that could affect Response Activity, including activities which may affect approved plan(s) or plans under MDNR review. The notice provided to MDNR shall contain a description of the planned construction, remodeling or redevelopment activities and an explanation of all precautions that will be taken so as to prevent any exacerbation of or contribution to Existing Contamination. The above 60-day notification requirement may be waived by MDNR and the Environmental Consultant/Prime Contractor provided such waiver is in writing.

6.4 MAD hereby agrees that it shall not grant or convey any easement, license, right-of-way or other prescriptive right that will exacerbate or contribute to Existing Contamination, interfere with the implementation of Response Activity or pose health risks to persons that may be present at or in the vicinity of the Property. MAD shall notify MDNR and the Environmental Consultant/Prime Contractor, at least 60 days prior to granting or conveying easement, license, right-of-way or other prescriptive right on the Property. The above 60-day

notification requirement may be waived by MDNR and the Environmental Consultant/Prime Contractor provide such waiver is in writing.

6.5 MAD shall have the burden of proving that activities it performs, or has performed, did not exacerbate or contribute to Existing Contamination. MAD shall have the burden of demonstrating the extent to which any claims asserted by the State are attributable to Existing Contamination.

6.6 The parties agree that MAD must satisfactorily perform all obligations identified in this Agreement, including the Attachments, upon the effective date of this Agreement, regardless of whether MAD operates all of the Property and regardless of any agreement that may arise or exist between MAD and any entity or person regarding operations of all of the Property.

VII. COVENANTS NOT TO SUE

7.1 The State hereby covenants not to sue or take any civil, judicial or administrative action against MAD (excluding any officers, directors or employees formerly employed by any previous owner or operator of the Property) for any claims arising from (a) Existing Contamination associated with the Facility and (b) the acts or omissions of any owner or operator of the Property prior to the effective date of this Agreement that may have contributed to or caused Existing Contamination at the Facility.

7.2 MAD hereby covenants not to sue or take any civil, judicial or administrative action against the State, its agencies or their authorized representatives for any claims arising from: (a) the Existing Contamination associated with the Facility; (b) any acts or omissions of the State or its authorized representatives prior to the effective date of this Agreement related to the Existing Contamination; (c) Post-Existing Contamination; (d) off-site disposal, remediation, recycling or reclamation of Hazardous Substances; or (e) the Post-Confirmation Committee's failure to apply for, establish and maintain MUSTFAA eligibility. The parties agree that this provision in no way limits MAD's right to pursue funding for Response Activity for Post-Existing Contamination pursuant to MUSTFAA. MAD further agrees not to take any civil, judicial or administrative action to attempt to compel the State to undertake, implement or complete any Response Activity at or related to the Facility. MAD makes such agreement even if there is Existing Contamination, Post-Existing Contamination or other environmental conditions associated with the Facility.

VIII. VOIDING OF THE AGREEMENT AND REMEDIES FOR BREACH OF THE AGREEMENT

8.1 This Agreement shall become void if MAD violates any of its covenants or certifications set forth in Paragraph 6.1.

8.2 . Except as provided in Paragraph 8.1 and Section IX, in the event the State determines that MAD has not materially complied with the terms of this Agreement, including all of its Attachments, or has otherwise not materially fulfilled its obligations under this Agreement, the State may pursue any remedies available by law.

IX. RESERVATION OF RIGHTS

9.1 The covenant stated in Paragraph 7.1 shall apply to only Existing Contamination. The State reserves the right to take independent judicial or administrative actions against MAD for any of the following: (a) Post-Existing Contamination associated with the Facility; (b) the release or threat of release of any Hazardous Substance resulting from the redevelopment or reuse of the Property by MAD; (c) the exacerbation of or contribution to the Existing Contamination associated with the Property, including: (i) the introduction of any substance (such as air or water), other than as part of an approved RAP, and (ii) remodeling, redevelopment and construction which has the effect of exacerbating or contributing to Existing Contamination; (d) MAD's interference with or failure to cooperate with the MDNR, its contractors or other persons conducting response activities or Response Activity approved by the MDNR; (e) failure by MAD to exercise due care with respect to any release or threat of release; (f) any action by MAD which renders a Response Activity required by this Agreement less effective or more expensive than it might otherwise be; or (g) any other violations of law not relating to the Existing Contamination.

9.2 The parties agree that nothing in this Agreement shall be construed as a statement, representation or finding by the State that the Property is fit for any particular use.

9.3 Nothing in this Agreement shall in any way limit the power and authority of the State to take appropriate action to: (a) protect public health, safety or welfare or the environment or (b) prevent, abate or minimize an actual or threatened release associated with the Facility, including the authority to undertake Response Actions or otherwise address Existing or Post-Existing Contamination.

9.4 Nothing in this Agreement shall in any way limit or affect the State's right to take judicial or administrative action against any responsible party other than MAD. Furthermore, this Agreement shall not be construed as discharging

the liability of any other person or entity, including, but not limited to, Action Auto or any successor, subsidiary, director or officer of Action Auto.

9.5 Nothing in this Agreement shall affect the duties and obligations MAD may have with respect to permits or other governmental approval or waive MAD's duties and obligations under applicable federal or state law.

9.6 The parties agree that it is their mutual intention that MAD shall be afforded contribution protection pursuant to Act 307, MCL 299.20129(5) to the extent that MAD is in compliance with this Agreement. The State acknowledges that MAD, through this Agreement, has resolved any liability it may have had for Existing Contamination associated with the Facility, and further, that MAD is not liable for contribution claims if such claims arise from an action brought by the State against other responsible parties.

X. DISPUTE RESOLUTION

10.1 The parties agree that should any dispute arise between them concerning this Agreement and/or any acts or omissions by the parties under it, it will be resolved by the following dispute resolution procedure:

(A) If the parties are unable to resolve the dispute, they shall exchange with one another written statements of their positions, specifying in detail all the facts and reasons underlying their positions at that time, and offering all criticisms of the other's proposed solution to the dispute. Within two weeks following the exchange of these written presentations, the parties agree to meet and review their positions in an attempt to resolve the dispute at this level.

(B) If the parties are unable to resolve their dispute informally, either party shall be free to submit the dispute to any court of competent jurisdiction.

XI. MODIFICATIONS

11.1 This Agreement shall not be modified unless such modification is in writing and signed by both MAD and the Department of Attorney General on behalf of the MDNR.

XII. APPLICABLE LAW

12.1 All actions required to be taken pursuant to this Agreement shall be undertaken in accordance with the requirements of all applicable State and Federal laws and regulations,

including LUST, UST, WRCA, MERA and their rules and amendments; laws relating to occupational safety and health; and other Federal and State environmental laws.

XIII. APPLICATION

13.1 This Agreement and its attachments shall apply to and be binding on the parties to this Agreement and their respective successors and assigns.

13.2 This Agreement, including its attachments, is only for the benefit of the parties hereto and their respective successors, assigns, and transferees. This Agreement shall not be enforceable by, or interpreted to be for the benefit of, any third party.

XIV. SUCCESSORS/ASSIGNS/TRANSFEREES AND DISSOLUTION

14.1 MAD shall not assign this Agreement or any of its rights or responsibilities under this Agreement, except as provided in this Section XIV. For purposes of this Section, MAD shall mean MAD or other persons to whom MAD's or its assignees' benefits, duties, and obligations under this Agreement have been assigned in compliance with this Section.

14.2 MAD may assign this Agreement in its entirety in connection with the transfer of fee title to all or a portion of the Property, provided that the transferee makes the demonstrations set forth in Paragraph 14.5 and the State first approves the transfer in writing. Upon the consummation of such transfer, the transferee assumes responsibility for the obligations set forth and this Agreement. MAD shall continue to enjoy the protections afforded by this Agreement, but shall automatically be released from the responsibilities imposed by this Agreement as they apply to the transferred property.

14.3 MAD may sell on land contract, lease, or sublease or otherwise convey an interest which does not constitute a fee title interest with respect to all or any part of the Property; provided that the transferee makes the demonstrations set forth in Paragraph 14.5 and the state first approves of the transfer in writing. In the event of such a transfer, both MAD and the transferee shall have the full rights, duties, obligations, and benefits of this Agreement.

MAD may require the transferee to perform all or part of MAD's responsibilities under this Agreement, but MAD shall remain primarily liable to the State for the performance of all of its responsibilities under this Agreement. This Paragraph does not apply to grants of easements, licenses, right of ways or other prescriptive rights, which are governed by Paragraph 6.4.

14.4 The state shall not unreasonably withhold any approval under this Section XIV, and shall either grant or deny the approval, in writing, stating the reasons for any denial, within

thirty (30) days following its receipt of a written request for approval. The State shall not, as a condition of approval of a transfer, require the expenditure of additional funds for investigation or remediation of Existing Contamination at the Facility, except for any investigation necessary to demonstrate that the transferee's proposed use of the Property will not violate Paragraphs 6.2 and 6.3 of this Agreement.

14.5 Prior to transfer of title to all or any portion of the Property, the transferee shall demonstrate to the satisfaction of the MDNR, all of the following:

(A) That the transferee is financially capable of redeveloping and reusing the Property in accordance with the covenant not to sue;

(B) That the transferee is not affiliated in any way with any person that may be liable under Section 20126of the MERA for Existing Contamination at the Facility;

(C) That the redevelopment or reuse of the Property by the transferee will not result in a release or threat of release;

(D) That the redevelopment or reuse of the Property by the transferee will not do any of the following:

(1) Exacerbate or contribute to Existing Contamination;

(2) Interfere with the implementation of Response Activities;

(3) Pose health risks related to the release or threat of release to persons who may be present at or in the vicinity of the Facility.

XV. SEVERABILITY

15.1 The provisions of this Agreement shall be severable, and if any provision is declared by a court of competent jurisdiction to be inconsistent with federal or state law, and therefore, unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

XVI. EFFECTIVE DATE

This Agreement shall become effective upon the date MAD closes on the purchase of the Property from the Action Auto estate.

XVII. SIGNATORIES

17.1 Each undersigned individual represents and warrants that he or she is fully authorized by the party they represent to

enter into this Agreement and to legally bind such party to the terms and conditions of this Agreement, the Environmental Reserve Agreement and the other Attachments.

THE STATE AND MICHIGAN AVENUE DEVELOPMENT COMPANY, L.L.C. AGREE TO ALL RECITALS, TERMS, AND CONDITIONS HERETOFORE SET FORTH.

IT IS SO STIPULATED:

DEPARTMENT OF ATTORNEY GENERAL FOR THE STATE OF MICHIGAN

By: _____

Dated: 7/7/95

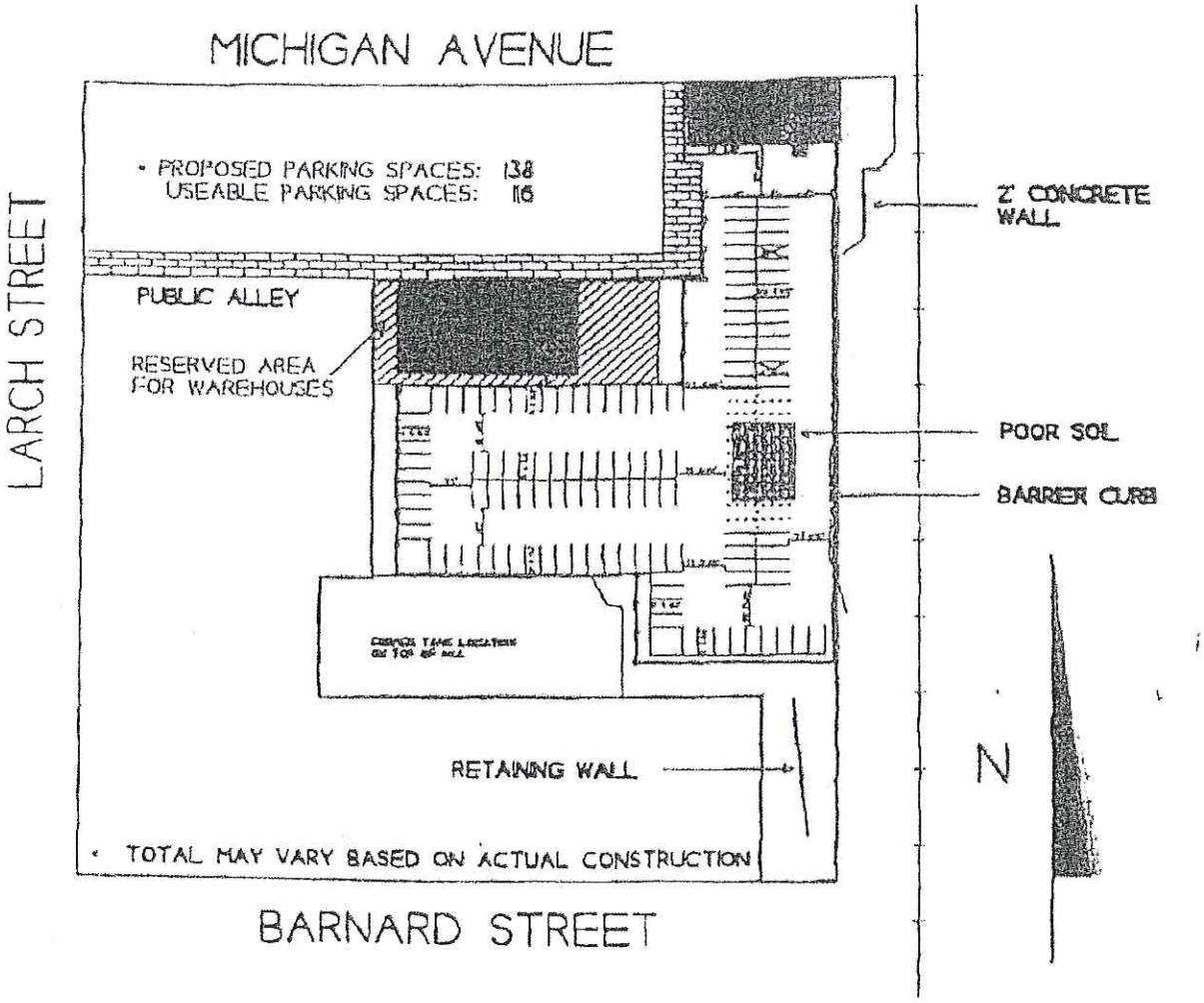
MICHIGAN AVENUE DEVELOPMENT COMPANY, L.L.C.

By: _____ member

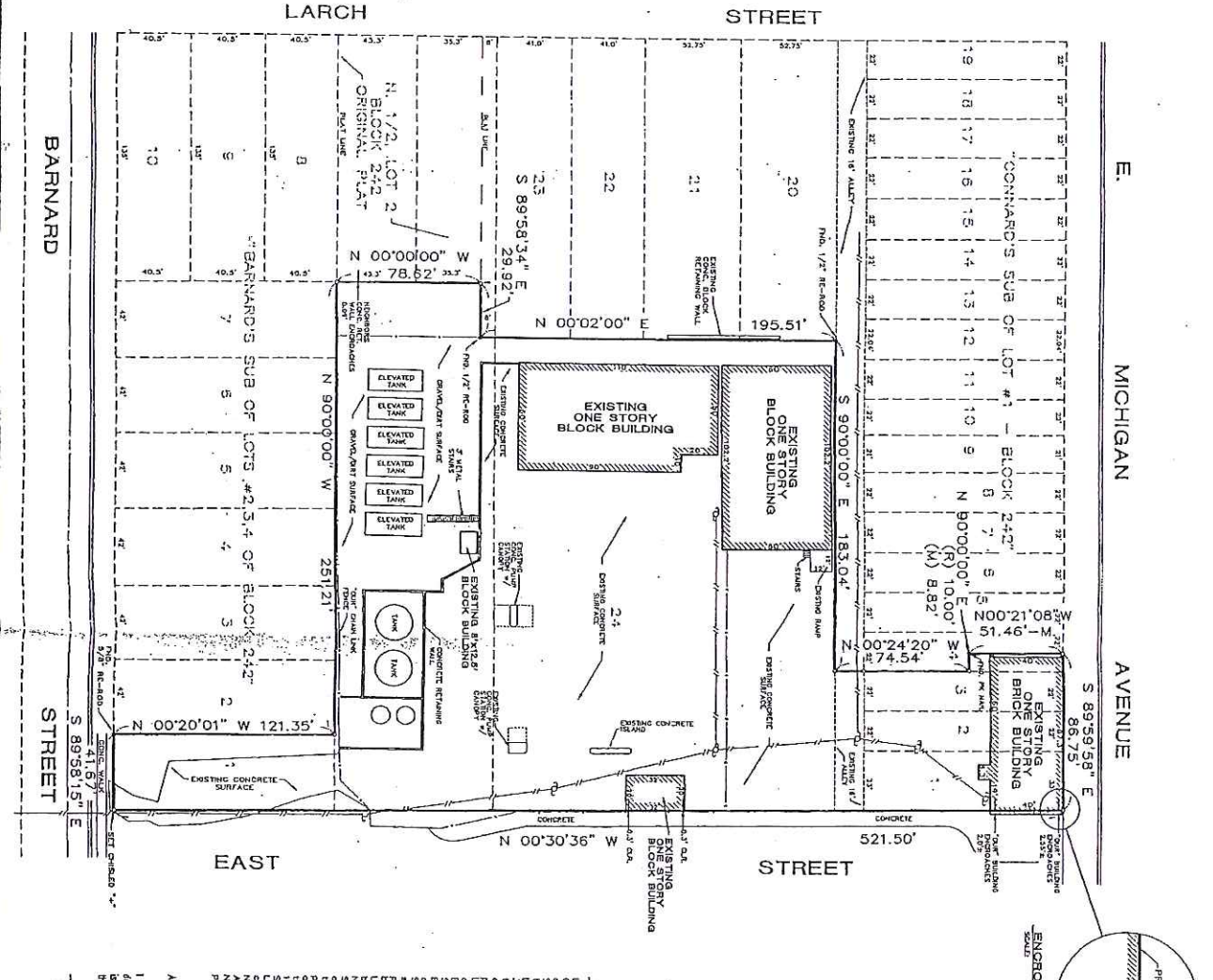
Dated: 7/7/95

nrd/cases/9500055 cnts-7

EXHIBIT "A"


MICHIGAN AVENUE
LARCH STREET
• PROPOSED PARKING SPACES: 138
USEABLE PARKING SPACES: 116
PUBLIC ALLEY
RESERVED AREA FOR WAREHOUSES
2' CONCRETE WALL
POOR SOIL
BARRIER CURB
RETAINING WALL
• TOTAL MAY VARY BASED ON ACTUAL CONSTRUCTION
BARNARD STREET
N

ATTACHMENT 2



LEGAL DESCRIPTION

Lots 1, 2, 3, 24 and the East 10 feet of the North 51.55 feet of Lot 4, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, Ingham County, Michigan. ALSO beginning at the Southeast corner of said Lot 1; thence North 15 feet; thence East 77 feet to the Point of Beginning; thence North 15 feet; thence East 77 feet to the Point of Beginning. ALSO Lot 1 of Block 1 of Barnard's Subdivision, recorded in Liber 1 of Plats, Page 12, Ingham County Records. ALSO the North 1/2 of Lot 2, Block 242, except the West 135 feet thereof, Original Plat of the City of Lansing. The said property may also be described as: Beginning at the Northeast corner of Lot 1 of Connard's Subdivision of Lot 1 of Block 242 of the Original Plat of the City of Lansing; thence South along the Eastern boundaries of Lots 1, 2 and 3 of said Connard's Subdivision and the Eastern boundaries of Lots 1 and 2 extended thereof, 251.21 feet to the Southeast corner of said Lot 1 of Barnard's Subdivision, a measured distance of 521.30 feet to an "x" cut on said Lot 1, Block 1 of Barnard's Subdivision; thence West along the South line of said Lot 1, Block 1 of Barnard's Subdivision, 121.35 feet to the Southwest corner of said Lot 1, which point is a measured distance of 41.67 feet West of the Eastern boundary of Block 1 of Barnard's Subdivision extended; thence South 24 degrees 24 minutes East, being the Northwest corner of said Lot 7, Block 1 of Barnard's Subdivision; thence South along the West boundary of said Lot 7, being the Northwest corner of Lot 7, Block 1 of Barnard's Subdivision, thence South 89 degrees 58 minutes 15 seconds East 41.67 feet to a point 135 feet East of the East Boundary of Lorch Street; thence North 00 degrees 30 minutes 36 seconds West 521.50 feet to a point being 8 feet South of the North line of Lot 2, Block 242, as measured at right angles thereto; thence West along the West boundary line of Lot 24 of Connard's Subdivision of Block 242, to a point being the Northwest corner of said Lot 24; thence East 183.04 feet along the Southwest corner boundary line of said Lot 24 to a point 16 feet South of the Southwest corner of said Lot 24; thence North 16 feet to a point being the Southwest corner of Lot 3 of Connard's Subdivision; thence continuing North along the West boundary line of said Lot 3, 15 feet to a point; thence East 77 feet to an "x" cut; thence North a measured distance of 51.46 feet to an "x" cut on the Northern Boundary line of Lot 4 and South Boundary line of Michigan Avenue; thence East along the South boundary of Michigan Avenue and the Northern boundary lines of Lots 4, 3, 2 and 1 of Connard's Subdivision to the place of beginning.

All dimensions are in feet and decimals thereof.

I hereby certify that I have surveyed the parcel(s) of land described and delineated hereon, that the ratio of closure is 1' in 5000+ and that the survey complies with the requirements of Act 132 P.A. 1970, as amended.

B.D. Fraser, P.S.
Professional Surveyor No. 34541

STATE OF MICHIGAN
BRIAN D. FRASER
34541
LICENSED
PROFESSIONAL SURVEYOR

RC ENGINEERING, INC.
1100 Court St. Saginaw, MI 48602 • 517-792-9198 • FAX 517-790-0541

BOUNDARY SURVEY w/ MORTGAGE
CERTIFIED TO:
ACTION AUTO STORES, INC, POST CONFIRMATION COMMITTEE, MICHIGAN NATIONAL BANK AND METROPOLITAN TITLE COMPANY
836 E. MICHIGAN AVENUE
CITY OF LANSING
INGHAM COUNTY, MICHIGAN

DATE: 01/24/94	CADD FILE #: 4271-00
DRAWN BY: J.T.M.	SCALE: 1"=40'
CHECKED BY: B.D.F.	SHEET 1 OF 1
PREPARED UNDER THE SUPERVISION OF:	

LEGAL DESCRIPTION

Lots 1, 2, 3, 24 and the East 10 feet of the North 51.55 feet of of Lot 4, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof, ALSO beginning at the Southeast corner of said Lot 1; thence South 16 feet; thence West 77 feet; thence North 16 feet; thence East 77 feet to the Point of Beginning; ALSO Lot 1 of Block 1 of Barnard's Subdivision, recorded in Liber 1 of Plats, Page 32, Ingham County Records; ALSO the North 1/2 of Lot 2, Block 242, except the West 135 feet thereof and except the East 30 feet of the West 165 feet of the North 8 feet therof, Original Plat of the City of Lansing. The said property may also be described as: Beginning at the Northeast corner of Lot 1 of Connard's Subdivision of Lot 1 of Block 242 of the Original Plat of the city of Lansing, according to the plat thereof; thence South along the Eastern boundaries of Lot 1, Lot 1 extended; and Lot 24 of Connard's Subdivision, the North 1/2 of Lot 2, Block 242 and Lot 1 of Block 1 of Barnard's Subdivision, a measured distance of 521.30 feet to an "X" cut on concrete marking the Southeast corner of Lot 1 of Block 1 of Barnard's Subdivision; thence West 42 feet to a point being the Southwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence North 121.5 feet to a point, which point is a measured distance of 41.87 feet West of the Eastern boundary line of Lots 1 and 24 aforesaid, being the Northwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence West 251.21 feet to a point being the Northwest corner of Lot 7, Block 1 of Barnard's Subdivision; thence North 78.62 feet; a point 135 feet East of the East Boundary of Lorch Street; thence East 30 feet to a point being 8 feet South of the North line of Lot 2, Block 242; thence North a measured distance of 195.9 feet along the West boundary line of Lot 24 of Connard's Subdivision of Block 242 to a point being the Northwest corner of said Lot 24; thence East 183.04 feet along the Northern boundary line of said Lot 24 to a point 16 feet South of the Southwest corner of Lot 3 of Connard's Subdivision; thence Northerly 16 feet to a point being the Southwest corner of Lot 3 of Connard's Subdivision; thence continuing North along the West boundary line of said Lot 3, 59.5 feet to an "X" cut therin; thence West 10 feet to an "X" cut; thence North a measured distance of 51.55 feet to a point in the Northern Boundary line of Lot 4 and South Boundary line of Michigan Avenue; thence East along the South boundary of Michigan Avenue and the North boundary lines of Lots 4, 3, 2 and 1 of Connard's Subdivision to place of beginning.

All dimensions are in feet and decimals thereof.

I hereby certify that I have surveyed the parcel(s) of land described and delineated hereon, that the ratio of closure is 1' in 5000', and that this survey complies with the requirements of Act 132 P.A. 1970, as amended.

B. D Ferguson, P.S.
Professional Surveyor No. 26454

STATE OF MICHIGAN
BRIAN D
FERGUSON
LAND
SURVEYOR
NO.
26454

ATTACHMENT 3

MADC Property

First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 174555

The Land referred to herein below is situated in the County of Ingham, State of Michigan, and is described as follows:

Lots 1, 2, 3, 24, and the East 10 feet of the North 51.55 feet of Lot 4, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof; ALSO beginning at the Southeast corner of said Lot 1; thence South 16 feet; thence West 77 feet; thence North 16 feet; thence East 77 feet to the point of beginning; ALSO Lot 1 of Block 1 of Barnard's Subdivision, recorded in Liber 1 of Plats, Page 32, Ingham County Records; ALSO the North 1/2 of Lot 2, Block 242, except the West 135 feet thereof and except the East 30 feet of the West 165 feet of the North 8 feet thereof, Original Plat of the City of Lansing. The said property may also be described as: Beginning at the Northeast corner of Lot 1 of Connard's Subdivision of Lot 1 of Block 242 of the Original Plat of the City of Lansing, according to the recorded plat thereof; thence South along the Eastern boundaries of Lot 1, Lot 1 extended; and Lot 24 of Connard's Subdivision, the North 1/2 of Lot 2, Block 242 and Lot 1 of Block 1 of Barnard's Subdivision, a measured distance of 521.30 feet to an "X" cut on concrete marking the Southeast corner of Lot 1 of Block 1 of Barnard's Subdivision; thence West 42 feet to a point being the Southwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence North 121.5 feet to a point, which point is a measured distance of 41.87 feet West of the Eastern boundary line of Lots 1 and 24 aforesaid, being the Northwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence West 251.21 feet to a point being the Northwest corner of Lot 7, Block 1, of Barnard's Subdivision; thence North 78.62 feet; a point 135 feet East of the East Boundary of Larch Street; thence East 30 feet to a point being 8 feet South of the North line of Lot 2, Block 242; thence North a measured distance of 195.9 feet along the West boundary line of Lot 24 of Connard's Subdivision of Block 242 to a point being the Northwest corner of said Lot 24; thence East 183.04 feet along the Northern boundary line of said Lot 24 to a point 16 feet South of the Southwest corner of Lot 3 of Connard's Subdivision; thence Northerly 16 feet to a point being the Southwest corner of Lot 3 of Connard's Subdivision; thence continuing North along the West boundary line of said Lot 3, 59.5 feet to an "X" cut therein; thence West 10 feet to an "X" cut; thence North a measured distance of 51.55 feet to a point in the North Boundary line of Lot 4 and the South boundary line of Michigan Avenue; thence East along the South boundary of Michigan Avenue and the North boundary lines of Lots 4, 3, 2, and 1 of Connard's Subdivision to place of beginning.

ATTACHMENT 4

Premises situated in the City of Lansing, County of Ingham, and State of Michigan:

Part of Lot 24, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof recorded in Liber 1 of Plats, Page 32, Ingham County Records, being further described as COMMENCING at the Northwest corner of Lot 24, of said Plat; thence South 90°00'00" East, 161.04 feet, along the Northerly line of Lot 24; thence South 00°24'00" East, 62.63 feet; thence South 89°49'30" West, 161.52 feet, to the W'ly line of Lot 24; thence North 00°02'00" East, 63.12 feet, along said W'ly line to the POINT OF BEGINNING.

ATTACHMENT 5

AFFIDAVIT

State of Michigan)
) ss
County of Ingham)

Patrick K. Gillespie, being first duly sworn deposes and states:

1. GG Acquisitions, LLC, is a Michigan limited liability company ("GGA"). The manager of GGA is Gillespie Group Manager, LLC, a Michigan limited liability company ("GGM"). I am the Manager of GGM.

2. 600 E. Michigan-Lansing, LLC is a Michigan limited liability company ("600 E. Michigan"). The manager of 600 E. Michigan is GGM and I am the Manager of GGM.

3. This Affidavit is made on behalf of 600 E. Michigan.

4. GGA has entered into a Commercial Property Buy and Sell Agreement with Michigan Avenue Development Company, L.L.C. ("MADC") with an Effective Date of December 18, 2017, for the purchase of certain real estate described on **Exhibit A** attached (the "MADC Property").

5. Upon information and Belief, the MADC Property is subject to an Administrative Agreement And Covenant Not To Sue (the "Administrative Agreement") dated July 7, 1995.

6. GGA has entered into a Commercial Property Buy and Sell Agreement with James Brogan ("Brogan") with an Effective Date of December 18, 2017, for the purchase of certain real estate (the "Brogan Property").

7. Upon information and belief, Brogan purchased a portion of the Brogan Property from MADC as described on **Exhibit B** attached, and, upon information and belief, that portion of the Brogan Property is subject to the Administrative Agreement.

8. It is GGA's and 600 E. Michigan's intent, that prior to a closing, that the Commercial Property Buy and Sell Agreements referenced above for the purchase of the MADC Property and the Brogan Property would be assigned to and closed in the name of 600 E. Michigan. Thereafter, the properties would be developed by 600 E. Michigan.

9. Upon information and belief, the Michigan Department of Environmental Quality's (the "MDEQ") position is that any transfer of ownership of the property subject to the Administrative Agreement and any Assignment of the Administrative Agreement need be approved by the MDEQ. This Affidavit is being presented in furtherance of the request that the MDEQ approve the transfer of Ownership of the property which is subject to the Administrative Agreement and consent to the assignment of the Covenant Not To Sue (the "CNS") as contained in the Administrative Agreement (the "Request").

10. Therefore in furtherance of the Request, the following is attested to, to the best of Affiant's knowledge as of the date hereof and on behalf of 600 E. Michigan:

A. Upon the closing of the property subject to the Administrative Agreement 600 E. Michigan will be financially capable of redeveloping and reusing the property in accordance with the CNS;
B. That 600 E. Michigan is not affiliated in any way with any person that may be liable under Section 12 of the Michigan Environmental Response Act, 1982 PA 307, as amended, MCL 299.601 et seq., for the Existing Contamination at the Facility (as the term "Existing Contamination" and "Facility" term are defined in the Administrative Agreement);
C. That the redevelopment or reuse of the property subject to the Administrative Agreement by 600 E. Michigan will not result in a release or threat of release;
D. That the redevelopment or reuse of the Property subject to the Administrative Agreement by 600 E. Michigan will not do any of the following:
   (i) Exacerbate or contribute to the Existing Contamination;
   (ii) Interfere with the implementation of Response Activities (as the term "Response Activities" is defined in the Administrative Agreement); or
   (iii) Pose health risks related to the release or threat of release to persons who may be present at or in the vicinity of the Facility.

11. By making the above sworn statements, it is submitted that 600 E. Michigan is entitled to MDEQ's approval of the transfer of the property described in the Administrative Agreement and MDEQ's consent to the Assignment and Assumption of Rights and Obligations Under Administrative Agreement and Covenant Not to Sue.

12. Following MDEQ's approval of the transfer of the Property subject to the Administrative Agreement and subsequent consummation of the purchase thereof by 600 E. Michigan, shall (x) send a notice to the MDEQ which notifies that the transfer of the Property has occurred and (y) abide by any and all responsibilities and obligations of MADC as to the property subject to the Administrative Agreement.

13. If sworn as a witness, I can competently testify to the above information.

Patrick K. Gillespie
Manager of Gillespie Group Manager, LLC
On behalf of 600 E. Michigan-Lansing, LLC

JAMIE SZUMLINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 26, 2020
ACTING IN COUNTY OF Ingham

STATE OF MICHIGAN)
)ss
COUNTY OF Ingham

The foregoing instrument was subscribed to and sworn before me in Ingham County, Michigan on this 30 day of April, 2018, by Patrick K. Gillespie, as Manager of Gillespie Group Manager, LLC, a Michigan limited liability company, on behalf of 600 E. Michigan-Lansing, LLC.

Michigan, Notary Public
Livingston County, Michigan
My commission expires: 8/26/2020

EXHIBIT A

MADC Property

First American Title™	Commitment for Title Insurance
	ISSUED BY First American Title Insurance Company
Exhibit A	

File No.: 174555

The Land referred to herein below is situated in the County of Ingham, State of Michigan, and is described as follows:

Lots 1, 2, 3, 24, and the East 10 feet of the North 51.55 feet of Lot 4, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof; ALSO beginning at the Southeast corner of said Lot 1; thence South 16 feet; thence West 77 feet; thence North 16 feet; thence East 77 feet to the point of beginning; ALSO Lot 1 of Block 1 of Barnard's Subdivision, recorded in Liber 1 of Plats, Page 32, Ingham County Records; ALSO the North 1/2 of Lot 2, Block 242, except the West 135 feet thereof and except the East 30 feet of the West 165 feet of the North 8 feet thereof, Original Plat of the City of Lansing. The said property may also be described as: Beginning at the Northeast corner of Lot 1 of Connard's Subdivision of Lot 1 of Block 242 of the Original Plat of the City of Lansing, according to the recorded plat thereof; thence South along the Eastern boundaries of Lot 1, Lot 1 extended; and Lot 24 of Connard's Subdivision, the North 1/2 of Lot 2, Block 242 and Lot 1 of Block 1 of Barnard's Subdivision, a measured distance of 521.30 feet to an "X" cut on concrete marking the Southeast corner of Lot 1 of Block 1 of Barnard's Subdivision; thence West 42 feet to a point being the Southwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence North 121.5 feet to a point, which point is a measured distance of 41.87 feet West of the Eastern boundary line of Lots 1 and 24 aforesaid, being the Northwest corner of said Lot 1, Block 1 of Barnard's Subdivision; thence West 251.21 feet to a point being the Northwest corner of Lot 7, Block 1, of Barnard's Subdivision; thence North 78.62 feet; a point 135 feet East of the East Boundary of Larch Street; thence East 30 feet to a point being 8 feet South of the North line of Lot 2, Block 242; thence North a measured distance of 195.9 feet along the West boundary line of Lot 24 of Connard's Subdivision of Block 242 to a point being the Northwest corner of said Lot 24; thence East 183.04 feet along the Northern boundary line of said Lot 24 to a point 16 feet South of the Southwest corner of Lot 3 of Connard's Subdivision; thence Northerly 16 feet to a point being the Southwest corner of Lot 3 of Connard's Subdivision; thence continuing North along the West boundary line of said Lot 3, 59.5 feet to an "X" cut therein; thence West 10 feet to an "X" cut; thence North a measured distance of 51.55 feet to a point in the North Boundary line of Lot 4 and the South boundary line of Michigan Avenue; thence East along the South boundary of Michigan Avenue and the North boundary lines of Lots 4, 3, 2, and 1 of Connard's Subdivision to place of beginning.

EXHIBIT B

Premises situated in the City of Lansing, County of Ingham, and State of Michigan:

Part of Lot 24, Connard's Subdivision of Lot 1, of Block 242, of the Original Plat of the City of Lansing, according to the recorded plat thereof recorded in Liber 1 of Plats, Page 32, Ingham County Records, being further described as COMMENCING at the Northwest corner of Lot 24, of said Plat; thence South 90°00'00" East, 161.04 feet, along the Northerly line of Lot 24; thence South 00°24'00" East, 62.63 feet; thence South 89°49'30" West, 161.52 feet, to the W'ly line of Lot 24; thence North 00°02'00" East, 63.12 feet, along said W'ly line to the POINT OF BEGINNING.

64

8421260
Tx:4266844
3/28/2019 9:04:00 AM

INST. # 2019-010841
DERRICK QUINNEY
REGISTER OF DEEDS
INGHAM COUNTY MICHIGAN
RECORDED ON:
03/29/2019 2:01 PM
PAGES: 64

INGHAM COUNTY TREASURER'S CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records of this office except as stated.

JL 3.28.19 Eric Schertzing, Ingham County Treasurer
Sec. 135, Act 206, 1893 as amended

CAPITOL CITY MARKET CONDOMINIUM

MASTER DEED

Upon Recording Return To:
Diversified National Title
500 E. Michigan Ave. Ste. 203
Lansing MI 48912

4848-1159-4614.17ID\STEINHOFF, SCOTT - 117471\000005

19-250

TABLE OF CONTENTS

MASTER DEED

CAPITOL CITY MARKET CONDOMINIUM

This Master Deed is made and executed on this 27 day of March, 2019, by 600 E. Michigan-Lansing, LLC, a Michigan limited liability company ("Developer"), the address of which is 330 Marshall St., Ste. 100, Lansing, Michigan 48912, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a mixed use Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Capitol City Market Condominium as a Condominium Project under the Act and does declare that Capitol City Market Condominium shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Capitol City Market Condominium, Ingham County Condominium Subdivision Plan No. 296. The Condominium Project is established in accordance with the Act. The building contained in the Condominium, including the boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan. The building contains individual Units for residential and commercial purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to its Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is described as follows:

A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Capitol City Market Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Capitol City Market Condominium as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means Capitol City Market Condominium Association, which is the Michigan non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. **Building.** The building located upon the Condominium Premises.

Section 4. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 5. **Common Elements.** "Common Elements," where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 6. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A, B and C attached hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 7. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Capitol City Market Condominium Association.

Section 8. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" each mean Capitol City Market Condominium Association as a Condominium Project established in conformity with the Act.

Section 9. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 10. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination of those entities which owns a Condominium Unit within the Condominium Project. The term Co-owner shall also include land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act. The term "Owner," wherever used, shall be synonymous with the term "Co-owner".

Section 11. **Developer.** "Developer" means 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its/his successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 12. **Lease.** "Meijer Lease" means that certain Build to Suit Lease Agreement dated July 20, 2018, between 600 E. Michigan-Lansing, LLC, as Landlord, and Meijer, Inc., as Tenant, for Unit 1 of the Condominium Project, a memorandum of said Meijer Lease was recorded on October 2, 2018, as Instrument No. 2018-033600, Ingham County Register of Deeds.

Section 13. **Shared Utility Room.** "Shared Utility Room" means that utility room located upon Unit 2 and referred to in Article IV Section 4 below.

Section 14. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete Unit in Capitol City Market Condominium, as such space may be described in the Condominium Subdivision Plan, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. Unit 1 is intended for commercial use, Unit 2 is intended for commercial and residential use and Unit 3 is intended for residential use.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. **General Common Elements.** The General Common Elements are:

(a) **Land.** The land described in Article II hereof, including the driveways, roads, streets, access drives, sidewalks, landscaped areas, ramps, walkways, entrances and exits, curb-cuts, parking areas, surface drainage facilities, traffic control signs, fences, retaining walls, and loading dock entrances, but not including the loading dock defined as a Limited Common Element in Article IV, Section 2 below.

(b) **Electrical.** The electrical transmission system throughout the Project up to the point of connection with each Unit (but not including the meter for each Unit).

(c) **Exterior Lighting.** The exterior lighting system throughout the Project, including all electrical transmission lines, lighting fixtures and related equipment (but not including the meter for each Unit).

(d) **Telephone And Cable Television.** The telephone and cable television system(s) throughout the Project, up to the point of connection with each Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of connection with each Unit (but not including the meter for each Unit).

(f) **Water System.** The water distribution system, fire suppression sprinkler system, if any, and exterior irrigation system, if any, throughout the Project, including that contained within Unit walls and within all interior walls located within Units, up to the point of connection with plumbing fixtures within any Unit.

(g) **Sanitary and Storm Sewer.** The sanitary and storm sewer system throughout the Project, including the underground storm retention area as depicted on the Condominium Subdivision Plan.

(h) **Construction and Facilities.** Except as specifically designated as Limited Common Elements in Section 2 below, foundations, supporting columns, floor construction between Unit levels, electric lighting, and outdoor refuse receptacle areas, as so designated as General Common Elements on the Condominium Subdivision Plan.

(i) **Vapor Barrier and Stacks.** The vapor barrier and associated ventilation stacks as more specifically shown on the Condominium Subdivision Plan.

(j) **Parking Areas**. The surface parking area to consist of approximately 281 striped spaces (including accessible spaces required in accordance with applicable law) and associated curbs, medians, and landscaping from time to time installed and maintained thereon (the "Parking Areas").

(k) **Dumpster Area.** The dumpster area as shown on the Condominium Subdivision Plan. Each of the Co-owners shall have a right to place a dumpster within the dumpster area.

(l) **Other.** Such other areas of the Project and installations thereon not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, hereafter designated from time to time by the Association and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the benefiting Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are appurtenant and benefiting as follows:

(a) **Emergency Fire Exit.** The emergency fire exit located upon Units 2 and 3, as more specifically shown on the Condominium Subdivision Plan, shall be a Limited Common Element benefiting the Co-owners of Units 2 and 3. Notwithstanding anything else to the contrary as set forth in this Master Deed, the cost of maintenance and repair of the emergency fire exit shall be split equally between the Co-owners of Units 2 and Units 3.

(b) **Masonry Wall Between Units 2 and 3.** The masonry wall between Units 2 and 3, as more specifically shown on the Condominium Subdivision Plan, shall be a Limited Common Element benefiting the Co-owners of Units 2 and 3. Notwithstanding anything else to the contrary as set forth in this Master Deed, the cost of maintenance and repair of the masonry wall shall be split equally between the Co-owners of Units 2 and 3.

(c) **Loading Area/Unit 3.** The loading area located on the west side of the side of the Building, adjacent to Unit 3, shall be a Limited Common Area benefitting the Co-

owner of Unit 3. This loading area falls outside the boundaries of the Condominium Project and is owned by the Michigan Department of Transportation ("MDOT"). MDOT has granted written approval to utilize this area as a loading area.

(d) **Loading Dock/Unit 1.** The loading dock located on the southwest side of the Building adjacent to Unit 1 shall be a Limited Common Area in favor of the Co-owner of Unit 1. With respect to the use of the loading dock, all vehicles will enter from Michigan and exit from Larch. The Co-Owner of Unit 1 shall use its best efforts to: (i) ensure that there are no idling trucks waiting to enter the loading dock area between the hours of 11:00 p.m. and 6:00 a.m. on a daily basis; (ii) inform any truck driver for a vehicle which has been idling for at least 30 minutes to shut off its engine; and (iii) ensure that no trucks block or inhibit the flow of traffic to the parking areas for all of the Units. The tenant of Unit 1 under the Lease shall be solely responsible for the maintenance, repair and upkeep of the loading dock, but not the entrance to the loading dock, which entrance is a General Common Element.

Section 3. Responsibilities. All costs incurred in connection with the maintenance and repair of any portions of the General Common Elements (including the Parking Area and further including but not limited to all costs and expenses incurred in connection with the maintenance, repair and ongoing monitoring and testing of the vapor barrier and stacks as defined in Article IV, Section 1(j) above), shall be borne by the Developer and/or Association. All costs incurred in connection with the maintenance, repair and replacement of any Limited Common Elements shall be borne by the Co-Owner of the Unit to which such Limited Common Element is attached to or which is benefitted by such Limited Common Element. In the event that a Limited Common Element is for the use by the Co-owner of more than one Unit, all costs and expenses incurred by the Association in connection with the repair and maintenance of such Limited Common Element shall be allocated amongst such Unit Owners based upon the respective square footage of each Unit. Notwithstanding the foregoing, neither the Association nor the Co-owners shall be responsible for or otherwise liable for the negligence or intentional misconduct caused by the other Co-owner (including the Developer) or its agents, contractors or employees in the initial construction or on going operation of the Common Elements (including any activities related to the maintenance, repair or replacement of the Common Elements). The Developer/Association shall also be responsible for all cost and expenses incurred in connection with the maintenance and repair of all storm water control equipment and systems located upon the Condominium Project, as more specifically set forth in the Stormwater Control Facility Maintenance Agreement entered into by Developer and the City of Lansing, dated 3/26, 2019 and recorded at Liber *, Page _____, Ingham County Records, all of which shall be included in the costs and expenses to be levied by the Association against the Co-owners, pursuant to Article II of the Bylaws. * 2019-010840

Section 4. Utility Room. The Shared Utility Room for all Units is located within Unit 2. The Co-owners of Units 1 and Units 3 shall have a perpetual, non-exclusive easement to enter upon Unit 2 and to access the Shared Utility Room in order to maintain, repair and/or replace any and all utility meters and equipment servicing each of Unit 1 and Unit 3.

No Co-owner shall use its Unit or the common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** The Condominium Project consists of three (3) Units, numbered one (1), two (2) and three (3). Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Capitol City Market Condominium as prepared by Kebs Inc. Each Unit shall include all that space contained within and including the interior finished unpainted walls and ceilings and from the finished subfloor and all Unit entry doors and interior windows and doors, all as shown on the floor plans and sections in the Condominium Subdivision Plan and delineated with heavy outlines. The dimensions shown on foundation plans in the Condominium Subdivision Plan have been or will be physically measured by Kebs Inc.

Section 2. **Percentage of Value.** The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative square feet of the Units with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association.

Section 3. **Percentage of Value Assignment.** Set forth below are:

(a) Each Unit number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1	33.333%
2	33.333%
3	33.333%
Total:	One Hundred (100%)

ARTICLE VI
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. **By Co-owners.** Subject to the terms of the preceding paragraph, and subject to the prior written consent of mortgagees as provided in Article VIII below, one or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide its Unit upon request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the board of directors for review and, if approved by the board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) as between the Co-Owner's Unit and the new subdivided Unit in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Ingham County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association. Upon receipt of such request, the president of the Association shall present the matter to the board of directors for review and, if approved by the board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Ingham County Register of Deeds.

Section 2. **Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

In the event that a Unit is subdivided pursuant to this Article and a separate residential condominium is established for all or a portion of a Unit (a "Sub-Condominium"), the Master Deed and Bylaws establishing such Sub-Condominium shall provide that the association for the Sub-Condominium shall designate and appoint one person to serve as the board member for the

Association, in accordance with Article X of the Bylaws. Any such Sub-Condominium shall be expressly subject to all of the terms, conditions and restrictions as set forth in the Condominium Documents.

ARTICLE VII
EASEMENTS

Section 1. **Easement for Maintenance of Encroachments and Utilities.** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or unintentional construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and signs in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. **Easements Retained by Developer**.

(a) **Walkway Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all future Co-owners of the Condominium Premises or any portion or portions thereof, an easement for the unrestricted use of all driveways and walkways in the Condominium, if any, for the purpose of ingress and egress to and from all or any portion of the Condominium Premises.

(b) **Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future Co-owners of the Condominium Premises or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the Condominium Premises which are served by such mains, pursuant to assessments to be imposed by the Association as provided for in Article II of the Bylaws.

(c) **Party Wall Easements.** The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the Condominium Premises or any portion or portions thereof, an easement over and upon any party or common walls which are located within the Condominium Premises.

(d) **Parking Areas.** The Developer reserves for the benefit of the Co-Owner of Unit 2 (the "Hotel Owner") the exclusive right to park in the 121 parking spaces (including ADA spaces and ADA van spaces) shown on the Condominium Subdivision Plan (the "Hotel

Spaces") and the Hotel Owner may control access and otherwise place signage on such Common Elements to reserve its right to park in the Hotel Spaces from time to time. The Developer reserves for the benefit of the Co-Owner of Unit 1 (the "Retail Owner") the exclusive right to park in the 100 parking spaces (including ADA spaces and ADA van spaces) shown on the Condominium Subdivision Plan (the "Retail Spaces") and the Retail Owner may control access and otherwise place signage on such Common Elements to reserve its right to park in the Retail Spaces from time to time. The Developer reserves for the benefit of the Co-Owner of Unit 3 (the "Residential Owner") the exclusive right to park in the 60 parking spaces (including ADA spaces and ADA van spaces) shown on the Condominium Subdivision Plan (the "Residential Spaces") and the Residential Owner may control access and otherwise place signage on such Common Elements to reserve its right to park in the Residential Spaces from time to time. Notwithstanding the exclusive grant of easement rights provided in this Article VII, Section 2(d), the Parking Area shall at all times be maintained and operated as a Common Element by the Association in accordance with the terms of the Condominium Documents.

Section 3. **Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the portions of the Condominium Premises consisting of the Common Elements and exterior to and not located within the boundary of any Units for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium.

Section 4. **Easements for Maintenance, Repair and Replacement.** The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, construct, market and operate any Units, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

ARTICLE VIII
AMENDMENT

Section 1. **Methods and Conditions.** Except as otherwise expressly provided in this Master Deed, the Condominium Documents shall not be amended, except as follows:

(a) Except as provided in Section (b) below or otherwise prohibited in Sections 2 – 7 below, the Condominium Documents may only be amended by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Co-owners and the consent of the tenant/occupant of Unit 1. A Co-owner will have a vote equal to its Unit's Percentage of Value, and as to the Developer, will include the Percentages of Value of all Units created by this Master Deed but not yet conveyed. The required votes may be achieved by written consents or by votes at any regular annual meeting or a special meeting called for such purpose, or a combination of votes and consents.

(b) Any of the Condominium Documents may be amended, without the requisite consent of Co-owners under Section (a) above, in any of the following situations:

(i) By the Developer or Association, so long as the amendment does not materially alter or change the rights of a Co-owner. Examples of amendments that do not materially alter or change the rights of a Co-owner include, without limitation, (A) modifying the types and sizes of unsold units and their appurtenant common elements, (B) showing minor architectural variances and modifications to a unit, (C) correcting survey or other errors made in the Condominium Documents, and (D) facilitating mortgage loan or bond financing on a unit for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal National Mortgage Association, the Government National Mortgage Association, the U.S. Department of Housing and Urban Development, or any other institutional participant in the secondary mortgage market that purchases or insures mortgages.

(ii) By the Developer or Association, as long as the amendment is for any of the following purposes:

(A) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws, or to correct errors in the boundaries or locations of improvements;

(B) To clarify or explain the provisions of this Master Deed or its exhibits;

(C) To comply with the Act or rules promulgated under it or with any requirements of any governmental or quasi-governmental agency or any financing institution providing mortgages on units in the Condominium Premises;

(D) To record an "as-built" Condominium Subdivision Plan or consolidating Master Deed or to designate any improvements shown on the Condominium Subdivision Plan as "must be built," subject to any limitations or obligations imposed by the Act;

(E) To terminate or eliminate reference to any right which Developer has reserved to itself in this Master Deed; and

(F) Amendments of the type described in this Section (b) may be made by the Developer without the consent of Co-owners or mortgagees, and any Co-owner or mortgagee

having an interest in a Unit affected by such an amendment shall join with the Developer in amending this Master Deed.

Section 2. Change in Percentage of Value and other Material Modifications or Amendments. The method or formula used to determine the percentage of value of Units in the Project shall not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant limited common elements may not be modified without the Co-owner's consent. A modification or amendment shall be deemed material and shall not be made without the written consent of all Co-owners if it adversely affects any Unit including (a) affecting the means of ingress and egress to and from the Unit; (b) increasing the cost of the construction and development of the Unit; (c) materially altering or changing the design and/or layout plans for the Common Elements proposed to be constructed and developed within the Condominium; (d) materially and adversely delaying a Co-owner's ability to develop its Unit; (f) change the Percentage Interest of a Co-owner (except as otherwise contemplated herein with respect to additions and subdivisions of any Unit); or (g) results in the elimination of ingress and egress rights to a dedicated right of way or drainage and utility easement rights granted.

Section 3. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and one hundred percent (100%) of the non-developer Co-owners and their first mortgagees.

Section 4. Amendment Procedure. The procedure for amending the Master Deed shall be consistent with the applicable provisions of the Act, including M.C.L. 559.190, 559.190(a) and 559.191.

Section 5. Limitations.

(a) Articles 4, 5, 6, 7, 8, 9, and 10 of the Master Deed, and Article 6 of the Condominium Bylaws, shall not be amended, nor shall the provisions of them be modified by any other amendment to this Master Deed, (i) without the written consent of the Developer, so long as the Developer continues to own any Unit in the Project or offer any Unit in the Project for sale, or so long as there remains any Unit that may be created; and (ii) without the written consent of Meijer, Inc., so long as Meijer, Inc. is a lessee of Unit 1.

(b) Unless all of the Co-owners of the Units have given their prior written approval, the Association shall not be entitled to:

(i) By any act or omission seek to abandon or terminate the Project;

(ii) Change the pro rata interest or obligations of any individual Unit for the purpose of: (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements; or

(iii) Partition, subdivide or establish as another condominium project, any Unit, except as expressly provided in this Master Deed.

(c) The restrictions contained in this Article 8 on amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed.

Section 6. Third Party Rights. The rights of any third party established or recognized in this Master Deed (e.g., easement rights) shall not be abridged by any amendment to the Condominium Documents without the written consent of such third party.

Section 7. Costs of Amendment. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based on a vote of a prescribed majority of Co-owners, the costs of which shall be deemed expenses of administration.

ARTICLE IX
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, shall be assigned to the Association immediately upon conveyance by the Developer of the Units. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Ingham County Register of Deeds.

ARTICLE X
DEQ/DUE CARE AGREEMENT

Developer entered into an Agreement Regarding Due Care And Recission Of Certain Obligations Of Administrative Agreement And Covenant Not To Sue (the "DEQ Agreement"), with the Michigan Department Of Environmental Quality (the "DEQ"), which DEQ Agreement was recorded with the Ingham County Register of Deeds Office on May 9, 2018, bearing document number 2018-017549. The DEQ Agreement requires the Developer to provide the following information to potential Co-Owners:

1. Developer has submitted to the DEQ a Baseline Environmental Assessment which is available for review from the Developer or the Association by the Co-Owners. This Baseline Environmental Assessment was received by the DEQ on August 20, 2018, and is identified as B201802499LA.

2. Developer's Documentation of Due Care Compliance, which may be updated from time to time, including documentation of due care response Activities completed by the Developer to comply with its due care obligations under Section 20107a of Part 201, Environmental Remediation, and Section 21304a of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended, and the Property Owner or Operator Obligations Under Section 20107a of the Act

rules, 2002 MR 24 R 299.51001 *et seq.*, as applicable, is available for review from the developer of the Condominium Project or the Condominium Project's Association of Co-Owners.

3. Developer is responsible for all due care obligations under Part 201 and Part 213, as applicable, until the recording of the Master Deed and the formation of the Association.

4. Upon the recording of the Master Deed and the formation of the Association, the Association is responsible for all due care obligations under Part 201 and Part 213, as applicable, and may assess as common area expenses to the Co-Owners of the cost of due care obligations if done so in accordance with applicable law. The nature and scope of the Developer's and/or the Association's due care obligations as described herein, may be updated and revised from time to time, but the requirements in this Article X shall not be modified.

(Signatures on following page)

DEVELOPER'S SIGNATURE PAGE

600 E. Michigan-Lansing, LLC, a Michigan limited liability company

By: Patrick K. Gillespie
Name: Patrick K. Gillespie
Its: Managing- member

STATE OF MICHIGAN)
) SS
COUNTY OF Ingham)

JAMIE SZUMLINSKI
NOTARY PUBLIC, STATE OF MI
COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES Aug 26, 2020
ACTING IN COUNTY OF

The foregoing was acknowledged before me this 27 day of March, 2019, by Patrick K. Gillespie, Managing Member of 600 E. Michigan-Lansing, LLC, a Michigan limited liability company, on behalf of the limited liability company.

Michigan, Notary Public
Livingston County, Michigan
My Commission Expires: 8/26/2020
Acting in the County of Ingham

Drafted by and Return to:

Jason Kildea
Gillespie Group
330 Marshall St., Ste 100
Lansing MI 48912

Tax Parcel Numbers

33-01-01-16-428-061

33-01-01-16-428-051

33-01-01-16-428-041

33-01-01-16-428-031

33-01-01-16-428-100

33-01-01-16-428-201

33-01-01-16-428-211

33-01-01-16-428-021

33-01-01-16-428-002

33-01-01-16-428-191

33-01-01-16-428-181

33-01-01-16-428-171

33-01-01-16-428-161

33-01-01-16-428-151

33-01-01-16-428-141

33-01-01-16-428-061

33-01-01-16-428-231

33-01-01-16-428-221

33-01-01-16-428-901

2019 Combined Tax Parcel No: 33-01-01-16-428-232

EXHIBIT A

BYLAWS

BYLAWS

OF

CAPITOL CITY MARKET CONDOMINIUM

TABLE OF CONTENTS

EXHIBIT A

CAPITOL CITY MARKET CONDOMINIUM

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

Capitol City Market Condominium, a mixed use commercial condominium project located in the City of Lansing, Ingham County, Michigan, shall be administered by an association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association," organized under the applicable laws of the state of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium documents and the laws of the state of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership, and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to such Co-owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective Mortgagees (defined below) of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities set forth in the Condominium documents and the Act shall be levied by the Association against Units and the Co-owners thereof in accordance with the following provisions:

Section 1. **Assessments for Common Elements.** All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of or pursuant to any policy of insurance owned by the Association securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connection with the Common Elements or the administration of the Condominium Project within the meaning of Section 54(4) of the Act shall be utilized to offset such costs.

Section 2. **Determination of Assessments.** Assessments shall be determined in accordance with the following provisions:

a. Budget. The Board of Directors of the Association shall establish an annual budget at least ninety (90) days in advance of each new fiscal year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project. The annual budget shall establish a reserve fund for capital expenditures related to the maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis. The Board of Directors may establish, increase or decrease the amount of the reserves needed from time to time in its reasonable discretion based on the recommendations of a commercially reasonable reserve study commissioned for the benefit of the Association. Any reserves required shall be included in the Approved Budget (defined below). The amounts shown in the Approved Budget must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. The Board of Directors may adjust the amount of reserves required from time to time in its reasonable good faith discretion based on the remaining useful life of the Common Elements, and, in the event of such a determination, the Board of Directors shall be empowered to establish such greater or other reserves without Co-owner approval. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget (the "Annual Budget"). As of the date hereof, the Developer has distributed the initial Annual Budget to each Co-owner. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the cost of operation and management of the Condominium; (2) to provide replacements of existing Common Elements; or (3) that an emergency exists, then the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary, subject to the limitations as set forth in subparagraph (c) below. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments in accordance with the Annual Budget and further pursuant to the provisions of Article V, Section 3 in the event of any emergency. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. Prior to enacting any assessments apart from the approval of the Annual Budget to pay for any extraordinary repairs or capital expenditures, the Board of Directors will use amounts on reserve for such purposes and thereafter replenish such reserves in accordance with the reserves set forth in the Annual Budget. Notwithstanding the foregoing or anything in clause (a) to the contrary, increases in the Annual Budget due to controllable expenses shall not exceed the greater of the year over year same period increase in the Consumers Price Index used by the United States Department of Labor, Bureau of Labor Statistics, Metropolitan Detroit area (1982 84=100) (the "CPI"), since the date of recording of the initial Master Deed) or five percent (5%) without the unanimous approval of the Co-owners in accordance with Article VIII, Section 5. The term "controllable expenses" as used above shall include all Association expenses with the exception of insurance, snow removal and Common Area utility charges.

b. Special Assessments. Special assessments, in addition to those required in Section 2.a. above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements; (2) assessments to

purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof; or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 2.b. (but not including those assessments referred to in subparagraph (a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty-six and two-thirds (66 2/3%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Appointment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed. Any other unusual common expenses requested by a Co-owner benefiting less than all of the Units, or any expenses incurred as a result of a Co-owner's negligent or intentional misconduct of less than all those entitled to occupy the Condominium Project, or their tenants or invitees, shall be specifically assessed against the Unit or Units of the Co-owner, and in accordance with such reasonable rules and regulations as shall be adopted by the Board of Directors of the Association. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for thirty (30) or more days shall bear interest from the initial due date thereof at the rate of seven (7%) percent per annum, plus such additional interest rate surcharge as the Board of Directors shall approve, until each installment is paid in full. Provided, however, that the interest rate and interest rate surcharge combined applying to delinquent amounts shall not exceed the limit set by usury laws in the state of Michigan. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to its Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to cost of collection and enforcement of payment, including actual attorney's fees (not limited to statutory fees); second, to any interest charges; and third, to installments in default in order of their due dates.

Any limited or general partner of each of the Co-owners, or tenant of a Unit pursuant to a lease, shall have the right, but not the obligation, to cure any default of a Co-owner to timely pay such assessments as provided for in this Article II.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for this contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of such Co-owner's Unit.

Section 5. Enforcement.

a. **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against its Unit which remains uncured, after notice thereof to the Co-owner and its mortgagees of record for such Unit (each a "Mortgagee"), and with respect to Unit 1, the tenant of Unit 1, for a period of thirty (30) days after notice of such default, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of the appurtenant benefit of a unit conveyed under the Master Deed (including without limitation ingress or egress to and from its Unit). In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under such Co-owner and, if the Unit is not occupied, to lease the Unit and collect and apply the rental therefrom to any delinquency owed to the Association. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

b. **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Condominium Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement, upon the events described herein, which remain uncured. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium Project acknowledges that, at the time of acquiring title to such Unit, it was notified of the provisions of this subparagraph and that it voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association shall provide all Co-owners and mortgagees of record with written notice of its intent to foreclose on any Unit at least thirty (30) days prior to any foreclosure sale.

c. **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of thirty (30) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) and with respect to Unit 1, the tenant of Unit 1, at its or their last known address, as well as any existing tenant of a Unit, and all mortgagees of record for such Unit, of a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within

thirty (30) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments); (4) the legal description of the subject Unit(s); and (5) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Ingham County Register of Deeds Office, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within such thirty (30) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and all mortgagees of record for such Unit and shall inform them that they may request a judicial hearing by bringing suit against the Association. With respect to Unit 1, the tenant shall have the right to simultaneously cure any such default during such thirty (30) day period.

Each mortgagee may, during the periods given to a Co-owner for remedying a default, itself remedy the default or cause the same to be remedied, and the Association agrees to accept such performance on the part of such mortgagee as though the same had been done or performed by the Co-owner.

d. Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on its Unit.

Section 6. Liability of Mortgagee. The Association shall give each Mortgagee, at the address shown of record or at such other address as the Mortgagee may designate in accordance with the terms of this Article VII each notice of default hereunder at the same time as, and, whenever, any such notice of default shall thereafter be given by the Association to a Co-owner and no such notice of default shall be deemed given to a Co-owner unless and until a copy thereof shall be given to its Mortgagee. Notwithstanding any other provision of the Condominium documents, the holder of any first mortgage covering any Unit in the Condominium Project which acquires title to the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder acquires title to the Unit.

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium shall be responsible for payment of the monthly Association assessments for the Units that it owns. However, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claim against the Developer, any cost of investigating and preparing such litigation or claim, or similar related costs.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority for property which comprises a Common Element and which benefits all Units shall be assessed in accordance with Section 131 of the Act (MCL 559.231).

Section 9. **Personal Property Tax Assessment of Association Property.** The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration, provided such personal property is for the benefit of all Co-owners.

Section 10. **Construction Lien.** A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. **Statement as to No Defaults.** Each Co-owner, its Mortgagee, its tenants, including the tenant of Unit 1, or a potential purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special and as to whether there are any defaults to the knowledge of the Association on the part of such Co-owner in the performance of its other obligations under the terms of the Master Deed or these Bylaws. Upon written request to the Association, the Association shall within ten (10) business days of receipt of such written request, provide a written statement of such unpaid assessments or any defaults as may exist or a statement that none exist as of the date of the statement, which statement shall be binding upon the Association as of such date and for all periods prior to the stated date therein. Upon the payment of the sum, if any, for the period stated or cure of any default thereunder, if any, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself to the extent provided by the Act. Under the Act, unpaid assessments, together with interest, collection and late charges, advances made by the Association for taxes or other liens to protect its lien, attorneys' fees and fines all constitute a lien upon the Unit and the proceeds of the sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
ARBITRATION

Section 1. **Scope and Election.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties (which consent shall include an agreement of the parties that the judgment of any circuit court of the state of Michigan may be rendered upon any award pursuant to such arbitration) and upon written notice to the Association, shall be submitted to arbitration, and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. **Judicial Relief.** In the absence of the election and written consent of the parties pursuant to Article III, Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Election of Remedies.** Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV
INSURANCE

Section 1. **Extent of Coverage.** With respect to liability insurance, the Association shall, to the extent appropriate given the nature of the General Common Elements of the Condominium Project, include premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse and underground hazard coverage, and products/completed operations. Such insurance, whether maintained by the Developer or the Condominium Association for the Capitol City Market Condominium Project shall at all times provide coverage in an amount not less than One Million Dollars ($1,000,000.00) combined single limit, and with and an umbrella coverage in an amount not less than Twelve Million Dollars ($12,000,000.00). With respect to property damage insurance, the Association shall carry all-risk property damage insurance with special extended coverage (covering losses covered by the current Causes of Loss-Special Form or an equivalent form/endorsement) on the Project and General Common Elements from time to time constructed on the Condominium Premises for the full replacement cost of such, and any structural, mechanical, electrical and plumbing system components thereof (but excluding a Co-owner's Equipment and Alterations), and which may, at the Association's option, include rent loss insurance covering abated rent under any lease for a commercially reasonable period of time, and such insurance shall be carried and administered in accordance with the following provisions:

a. **Responsibilities of Association.** All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

b. **Insurance of Common Elements.** All General Common Elements of the Condominium Project shall be insured against loss, including liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit, and with umbrella coverage in an amount not less than Twelve Million Dollars ($12,000,000.00).

c. **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

d. **Proceeds of Insurance Policies.** Proceeds of property liability insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium or Common Elements shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied to such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction

of the Condominium Project unless all Co-owners and the institutional holders of first mortgages on Units in the Condominium Project (based upon one (1) vote for each mortgage owned) have given their prior written approval.

Section 2. **Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of "all risk" property coverage, vandalism and malicious mischief, fidelity coverage and workers' compensation insurance, if applicable, procured by the Association and insuring the Common Elements appurtenant to the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefore, to collect proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium documents), to execute all documents and to do all things on behalf of such Co-owner as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. **Responsibility of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining "all risk" property coverage and vandalism and malicious mischief insurance with respect to its Unit, all other improvements constructed within the perimeter of its condominium Unit, for its personal property located therein or thereon or elsewhere on the Condominium Project and for all Limited Common Elements appurtenant to such Unit. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for its personal liability for its undivided interest as tenant in common with all other Co-owners in the Common Elements, and for occurrences within the perimeter of its Unit, the Limited Common Elements appurtenant to such Unit and the improvements located thereon in the minimum amount of One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. Each individual Co-owner will indemnify and hold harmless every other Co-owner, the Developer and the Association from all damages and costs, including attorneys' fees, which they may suffer as a result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or appurtenant Limited Common Element to the extent of the amount of insurance required to be carried pursuant to this Section 3. This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

Section 4. **Waiver of Right Subrogation.** The Association and all Co-owners shall use reasonable efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 5. **Determination Of Primary Carrier.** It is understood that there may be overlapping coverage between the Co-owners' policies and those of the Association, as required to be carried pursuant to this Article. In situations where both coverages/policies are applicable to a given loss, the provisions of this subsection shall control in determining the primary carrier.

In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Co-owner's policy/carrier shall be deemed to be the primary carrier. In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed (including improvements and betterments), the Association's policy/carrier shall be deemed to be the primary carrier. In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of the insurance proceeds, and shall not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or the repair or replacement thereof, the insurance carrier of the Co-owner shall have no right of subrogation against the Association or its carrier.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. **Responsibility for Reconstruction or Repair.** Subject to Article XVI of the Meijer Lease, as specifically set forth on Exhibit C attached to the Master Deed, solely with respect to Unit 1, if any part of the Condominium Premises shall be damaged as a result of casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefore, shall be as follows:

a. **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired and the proceeds of any policy insuring the same and payable by reason of such damage shall be applied to such reconstruction. For the purpose of this Article V, Section 1, reconstruction means restoration of the Project in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to the damage, unless the Co-owners and Mortgagees will unanimously decide otherwise. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair of the General Common Element, or if at any time during such reconstruction or repair the funds for the payment of the cost are insufficient after applying all amounts held in the reserve fund as provided for in Article II(2)(a) above, assessments will be made against all Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay for the costs of reconstruction or repair. If damage to the General Common Elements adversely affects the

appearance or utility of the Condominium Premises, the Association will proceed with repair or replacement of the damaged property without delay and in any event within thirty (30) days of receipt of insurance proceeds for same. Nothing contained herein shall alter or modify the Developer and/or Association's due care obligations as referred to in Article X of the Master Deed.

b. Unit or Improvements Thereon. If the damaged property is a Unit, Limited Common Element appurtenant to such Unit or any improvements thereon and if such Co-owner is responsible for the maintenance and repair of such Limited Common Element as provided for in Article IV of the Master Deed, the Co-owner of such Unit alone shall promptly make such repairs, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that it elects to make. The Co-owner shall in any event remove all debris and restore its Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage. In the event such Co-owner fails to timely make such repairs and improvements, all such insurance proceeds attributable to such repairs and/or improvements to the extent not paid to the Co-owner's mortgagee shall be paid directly to the Developer and/or Association for the purpose of reconstructing and repairing such Unit.

Section 2. Repair in Accordance with Bylaws. Subject to Article XVI of the Meijer Lease, as specifically set forth on Exhibit C to the Master Deed, solely with respect to Unit 1, any such reconstruction or repair shall be substantially in accordance with these Bylaws unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Subject to Article XVI of the Meijer Lease, as specifically set forth on Exhibit C attached to the Master Deed, solely with respect to Unit 1, immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility for maintenance, repair and reconstruction as set forth in Article IV of the Master Deed, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, then, subject to the annual cap on total assessments as set forth in Article II, Section 2(c) above, an assessment shall be made against all Co-owners for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost or repair.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Condominium Project, or affects any Co-owner's ability to obtain and/or maintain any federal low income housing tax credit, historic tax credit or new market tax credit, the Association shall proceed with replacement of the damaged property without delay.

Section 5. **Eminent Domain.** Subject to Article 17 of the Meijer Lease, attached as Exhibit C to the Master Deed, solely for Unit 1, the following provisions shall control upon any taking by eminent domain:

a. **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon or its Limited Common Elements by eminent domain, the award for such taking shall be paid in the following order: first, to each mortgagee (and, if more than one mortgagee, in the order of priority of its mortgage) in the amount of any outstanding amounts secured under its mortgage and second, to the Co-owner should any portion of the award remain, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and its mortgagee shall, after acceptance of the condominium award therefore, be divested of all interest in the Condominium Project.

b. **Taking of General Common Elements.** If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interest in the Common Elements, and the affirmative vote of at least two-thirds (2/3rds) in number of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or take any such action as they deem appropriate. Notwithstanding the foregoing, in the event of the taking of any parking or utility facilities or that would otherwise cause the Unit to be in non-compliance with the City Zoning Ordinance, then condemnation proceeds shall be used to rebuild, repair, or replace the portion so taken or to take such other action as one hundred percent (100%) of the Co-owners may agree.

c. **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution of specific approval thereof by any Co-owner.

d. **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any Units in the Condominium, provided that the name and address of each has been provided to the Association.

e. **Applicability of the Act.** To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. **Priority of Mortgagee Interests.** Nothing contained in the Condominium documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners

of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. **Use.** No Unit in the Condominium shall be used for other than purposes as permitted by the City Zoning Ordinance, and the Common Elements shall be used only for purposes consistent with such uses. In furtherance of the foregoing, no business or commercial activity shall be maintained or conducted on the Condominium Project which is in violation of any Federal, State or Local law or regulation, or which is immoral, or contrary to the purposes of the Condominium Project.

Section 2. **Changes in Common Elements.** No Co-owner shall make changes in any of the Common Elements, including the Vapor Barrier and Stacks (as defined in the Master Deed), without the express written approval of the other Co-owners, the tenant of Unit 1, the City of Lansing, if required, and all affected mortgagees.

Section 3. **Activities.** No noxious, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms or other dangerous weapons, projectiles or devices.

Section 4. **Aesthetics.** Except for the trash receptacle area(s) as shown on the Condominium Subdivision Plan, the Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained at all times inside Units, and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on or condition maintained by a Co-owner, either in such Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium as determined by the Board of Directors, in its reasonable discretion.

Section 5. **Vehicles.** No house trailers, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers or vehicles other than commercial vehicles and automobiles may be parked or stored upon the Condominium Premises.

No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently.

Section 6. **Advertising.** Subject to the terms of the Meijer Lease solely for Unit 1, which terms are set forth on Exhibit C attached to the Master Deed, no signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association. All signs and advertising devices shall conform to City of Lansing regulations and to approved site plans. Notwithstanding the foregoing, the consent of the Association to any directional or advertising signage shall not be required if such signage continually conforms to standards therefore at any time promulgated by the Association. Further, notwithstanding the foregoing, so long as Unit 2 is operated as a licensed or branded hotel, the signs or advertising devises required by its franchisee or licensee's brand standards shall be permitted for placement on the exterior of Unit 2.

Section 7. **Antennas/Satellite Dishes.** Subject to the terms of the Meijer Lease solely for Unit 1, no antennas, satellite dishes or other telecommunications equipment shall be constructed or erected on any portion of the exterior of the Units, including the rooftops, to the extent same are visible from the street level, without the prior written consent of the Developer and/or Association. To the extent permitted such improvements are approved by the Developer and/or the Association, they shall fully comply with all applicable statutes, ordinances, codes and regulations.

Section 8. **Rules and Regulations.** The Board of Directors of the Association may make rules and regulations from time to time. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of Units and the Common Elements and the operation and administration of the Association may be made and amended from time to time by any Board of Directors of the Association. Copies of all such rules and regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value.

Section 9. **Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon reasonable notice to the Co-owner or tenant thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. In the event of an emergency requiring access to a Unit, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to its Unit caused thereby.

Section 10. **Common Elements Maintenance.** The Association shall maintain the Common Elements and the improvements thereon in a safe, aesthetically pleasing, clean and sanitary condition and in a manner consistent with other first class mixed use developments in the greater Lansing area. The foregoing maintenance shall include repairs, replacement, striping,

snow removal, salting and gate maintenance for the Parking Areas. Walkways shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. The Association shall be responsible for all damages to the General Common Elements regardless of whether such damage is caused as a result of the negligence of a Co-owner of its employees, guests, agents or invitees. It is anticipated that the Developer and/or Association will obtain a license from the City of Lansing to utilize certain property adjacent to the Condominium Premises upon which a rain garden and related landscaped areas will be constructed. To the extent that the Developer and/or Association incurs ongoing costs and expenses for the maintenance and repair of the rain garden and related landscaping, all such costs and expenses shall be paid by the Association and assessed against each of the Co-owners as provided for herein.

Section 11. Co-owner Maintenance. Each Co-owner shall maintain its Unit and the improvements thereon in a safe, aesthetically pleasing, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including, but not limited to, the telephone, gas, electrical, sanitary and storm sewer, drainage courses or other utility conduits and systems and any other Common Elements within any Unit which are appurtenant to or which may affect any other Unit.

Section 12. Exclusive Uses Benefitting Co-Owner of Unit 1. Developer covenants and agrees that no portion of the Condominium Project, other than Unit 1, shall be used or operated as (i) a Supercenter or Hypermarket store (as each is defined below); (ii) a retail store engaged in the retail sale of groceries and other products typically offered for sale in a grocery supermarket; (iii) a supermarket or grocery store, including so-called specialty food, ethnic food or health food store or a store that would not be classified as a supermarket or grocery store that has any floor area (including adjacent aisle ways) dedicated to the combination of the sale of fresh seafood, fresh deli, fresh produce and fresh meat; (iv) a retail drug store of any kind or prescription pharmacy; (v) a retail store selling spirits, liquor, beer, wine or other alcoholic beverages for off premises consumption; (vi) a coffee shop open to the general public, (vii) a bakery open to the general public, or (viii) a fuel service station with free standing gasoline or diesel pump(s). The term **"Hypermarket"** or **"Supercenter"** shall mean a retail store combining the sale of groceries and foodstuffs with the sale of general merchandise in which the sale of groceries and foodstuffs (including meat, produce, deli, bakery and the like, if offered) constitutes more than the smaller of (a) fifteen percent (15%) of floor area within such store or 5,000 square feet of floor area. The term "coffee shop" shall mean a business with a, primary purpose of selling brewed coffee and shall not include a business that sells brewed coffee or coffee drinks ancillary to hospitality use or intended for guests of a hotel or a full-service sit-down restaurant with wait staff and bussing service. The foregoing restrictions in (ii)-(vii) shall not apply to a Co-owner to the extent such use is incidental to its guest hospitality services and is being provided as a benefit to its guests in connection with their stay or meetings as the Unit. Developer covenants that no future agreements with occupants of the Condominium Project (including extensions of existing leases) shall for the first time allow for any such occupant to use or operate their premises in violation of the exclusive uses stated herein. Developer shall withhold its consent to any change in use under an existing lease and to any transfer of an existing lease that will result in a change in use that would be in conflict with Tenant's exclusive rights hereunder, but only if Developer has the right to withhold such consent.

Section 13. **Prohibited Uses (Condominium Project)**. Developer shall not permit the use of any portion of the Condominium Project for any purpose other than residential, retail, office, hospitality (including as a nationally branded hotel), restaurant, and service establishments common to comparable mixed-use developments of comparable size located in the metropolitan area in which the Condominium Project is located. Service establishments shall include, but not be limited to, the business of financial institutions, investment, real estate, and insurance offices, and travel agencies. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Condominium Project, which is obnoxious to or out of harmony with the development or operation of the Condominium Project, including, but not limited to, any of the following uses (collectively, the "Prohibited Uses"): any use which violates laws or requirements of governmental authorities having jurisdiction over the Condominium Project any operation primarily used as a warehouse operation; any "second hand" store or "surplus" store (other than (i) upscale consignment shops typically found in other reputable commercial retail projects and (ii) no more than one nationally recognized thrift type store such as salvation army or goodwill); any dumping, disposing, incineration, or reduction of garbage (exclusive of garbage compactors located behind or on the side of any building); any pawn shop; check cashing, short term loan, payday loan or other similar business (other than operations and services provided by a licensed, state or federally-chartered financial institution); any central laundry, dry cleaning plant, or laundromat (provided, however, this prohibition shall not be applicable to on-site central laundry facilities for residents or guests of the Condominium Project that are not run on a commercial basis nor shall this prohibition preclude the commercial operation of service-oriented dry-cleaning pickup and delivery by the ultimate consumer business, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Condominium Project is located, provided all dry-cleaning operations are conducted off the Condominium Project); any outdoor automobile, truck, trailer or recreational vehicles sales, leasing, display or repair; bowling alley, skating rink, soccer facility, or other sporting facility; any kennel or veterinary clinic where animals are kept overnight; any telecommunications tower, any mortuary or funeral home; any establishment selling or exhibiting pornographic materials (however, nothing herein shall prevent a mainstream book, game or video seller, such as those operating under the tradenames *"Barnes and Noble,"* or *"GameStop,"* from selling items typically sold in such stores from time to time or any offerings of same from on-demand television services to the extent such channels are included with other television programming for guests generally); any bingo parlor; or gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any flea market any video or similar amusement arcade, pool or billiard hall, (however, nothing shall prevent permissible hospitality uses from having video machines or pool tables as incidental to the hospitality use) or dance hall; any tattoo parlor, any so called "head shop;" any massage parlor (other than a day spa or salon, such as those operating under the tradenames *"Massage Envy"* or a spa in conjunction with a gym or health club), or any adult book store, adult entertainment facility, adult video store or establishment featuring a male or female adult revue or any other similar or related uses.

Section 14. **Operation and Floor Area**. With respect to the foregoing restrictions, the term "**operation**" shall include not only the principal operation area where the business is conducted but also the parking areas, drives, entries, truck docks, or any other improvements used in connection with or to support such a store or to support a project of which such a store is

a part. The term "**floor area**" shall mean the gross interior dimensions of the main floor of the building, excluding shelving, racks, decks, mezzanines, basements, and second story areas.

Section 15. Termination of Restrictions. The restrictions as set forth in Sections 11, 12 and 13 above shall only be applicable for so long as the Built To Suit Lease Agreement dated July 20, 2018 and entered into by 600 E. Michigan-Lansing, LLC, as Landlord, and Meijer, Inc., as tenant, which Lease is for Unit 1, remains effective. Upon termination of such Lease, the restrictions as set forth in Sections 11, 12 and 13 shall be null and void.

Section 16. Amendments to Restrictions. So long as Meijer is the tenant under the Meijer Lease, the Exclusive Uses and Prohibited Uses set forth in Sections 12, 13 and 14 above shall not be amended at any time or for any reason without the prior written consent of Meijer.

Section 17. Electronic Billboard Easement. Subject to Article VIII of the Meijer Lease, attached as Exhibit C to the Master Deed, pursuant to the terms and conditions of the Agreement entered into by Developer and Adams Outdoor Advertising Limited Partnership ("Adams"), dated May 4, 2018, upon completion of the Building, Developer shall grant an easement to Adams to construct and maintain a digital electronic billboard on a specifically identified portion of the exterior of the building, as shown on the Condominium Subdivision Plan.

Section 18. Use of Units. Unit 1 shall be initially developed as a grocery store. Unit 2 shall be initially developed for operation of a nationally branded first class hotel (including all such secondary uses associated with the operation of a hotel such as a restaurant, bar, and gift shop). Unit 3 shall be initially developed as a multifamily apartment complex available for rent.

ARTICLE VII
MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages its Unit shall notify the Association and the other Co-owners of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, which shall provide its name and address, and the Unit number or address of the Unit on which it has a mortgage, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium Project, which shall have provided the information required, written notification of any default in the performance of the obligations of the Co-owner of such Unit at least thirty (30) days prior to the commencement by the Association of any remedial action.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the General Common Elements against fire, perils covered by extended coverage, and against vandalism and malicious mischief, public liability and fidelity coverage, and the amount of such coverage to the extent that the Association is obligated by the terms of these Bylaws to obtain such insurance coverage, as well as of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 3. **Notification of Meetings.** Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. **Notice.** Whenever a notice requirement appears in these Bylaws for the benefit of a mortgagee which requires a response in support of or against a proposal submitted by the Association, the mortgagee shall respond within thirty (30) days of receipt of said notice or the lack of response thereto shall be deemed as approval of the proposal, provided the notice was delivered by certified mail, with a return receipt request.

ARTICLE VIII
VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to vote that percentage of the votes allocated to all the Co-owners equal to the value of such Co-owner's Unit, as set forth in Article V of the Master Deed.

Section 2. **Eligibility to Vote.** No Co-owner shall be entitled to vote at any meeting of the Association until it has presented evidence of ownership of a Unit in the Condominium Project to the Association, such as a copy of a recorded deed, signed land contract or title insurance policy. A land contract vendee shall be considered the Co-owner for voting purposes. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. **Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner and its tenants, including the tenant of Unit 1. Such notice shall state the name and address of the individual representative designated, the number or numbers of the condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner or tenant entitled to notice. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. **Quorum.** The presence in person or by proxy of eighty (80%) percent in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 5. **Voting.** Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy, or by

such other means, including teleconferencing or electronic voting, as the Association and/or the Board of Directors may agree to. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 6. **Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX
MEETINGS

Section 1. **Place of Meeting.** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designed by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure when not otherwise in conflict with the Condominium documents or the laws of the state of Michigan.

Section 2. **First Annual Meeting.** The first annual meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent of the Units in the Condominium Project have been sold and the purchasers thereof qualified as members of the Association. The Developer may call meetings of members for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

Section 3. **Annual Meetings.** Annual meetings of members of the Association shall be held in the month of January of each succeeding year after the year in which the first annual meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the first annual meeting. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. **Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Co-owners presented to the secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. **Notice of Meetings.** It shall be the duty of the secretary (or the Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purposes thereof as well as the time and place where it is to be held, upon each Co-

owner of record at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 6. **Adjournment.** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. **Action Without Meeting.** Any action which may be taken at a meeting of the members may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which the ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. **Consent of Absentees.** The transactions at any meeting of members, either annual or special, however, called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present either in person or by proxy and if, either before or after the meeting, each of the members not present in person or by proxy signs a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 9. **Minutes; Presumption of Notice.** Minutes or a similar record of the proceedings of meetings of members, when signed by the president or the secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meetings that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X
BOARD OF DIRECTORS

Section 1. **Number and Qualification of Directors.** The Board of Directors shall be composed of three (3) persons. Each Co-owner shall be entitled to appoint one (1) director to the Board.

Section 2. **Powers and Duties.** The Board of Directors shall have the powers of duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium documents or required thereby to be exercised and done by the Co-owners.

Section 3. **Other Duties.** In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

a. To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

b. To levy, collect and disburse assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association, and to impose late charges for nonpayment of said assessments.

c. To carry insurance and collect and allocate the proceeds thereof.

d. To rebuild improvements to the Common Elements after casualty, subject to all of the other applicable provisions of the Condominium documents.

e. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

f. To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association and furtherance of any of the purposes or obligations of the Association.

g. To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of sixty-six and two-thirds (66 2/3%) percent of all of the members of the Association.

h. To make rules and regulations in accordance with Article VI, Section 8 of these Bylaws.

i. To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium, and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium documents required to be performed by the board.

j. To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to enable Unit Co-owners to obtain mortgage loans which are acceptable for purchase by any agency of the federal government or the state of Michigan.

k. To assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium Project. The board shall provide at least a ten (10) day written notice to all Co-owners on actions proposed by the board with regard thereto.

l. To enforce the provisions of the Condominium documents.

Section 4. Management Agent. The Board of Directors may employ a professional management agent for the Association (which may be the Developer or any person or entity related thereto) at reasonable compensation established by the board to perform such duties and services as the board shall authorize, including, but not limited to, the duties listed in Sections 2 and 3 of this Article X, and the board may delegate to such management agent any other duties or powers which are not by law or by the Condominium documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than one (1) year or which is not terminable by the Association upon thirty (30) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

Section 5. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least one (1) meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director personally, by mail, telephone or telecopier, at least ten (10) days prior to the date named for such meeting.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the president on three (3) days' notice to each director given personally, by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of two (2) directors.

Section 7. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the board shall be deemed a waiver of notice by him/her of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 8. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing

and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 9. Voting. Votes may be cast in person, by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy, or by such other means, including teleconferencing or electronic voting, as the Board of Directors may agree to.

Section 10. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the funds of the Association furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11. Participation of Directors by Conference Telephone or Remote Communication. A Director may participate in a meeting of the Directors by conference telephone or other means of remote communication by which all persons participating in the meeting may communicate with each other. Participation in a meeting pursuant to this section constitutes presence in person at the meeting.

Section 12. Notices by Electronic Transmission. In addition to the methods of providing notice of meetings set forth in Article IX of these Bylaws, notice may also be given by electronic transmission, as defined below. Notice by electronic transmission will be deemed given when electronically transmitted to the person entitled to notice in a manner authorized by the person.

Section 13. Use of Electronic Transmission. As used in these Bylaws, "written" or "writing" will include communications by electronic transmission, including but not limited to fax and email. Notices of meetings, waivers of notice of meetings, proxies, written consents and ballots may be transmitted by electronic transmission. When a notice or communication is transmitted electronically, the notice or communication is deemed to be given when electronically transmitted to the person entitled to the notice or communication in a manner authorized by the person. A Co-owner or Director will be deemed to have consented to the use of email upon providing the Association with a valid email address.

Section 14. Definition of Electronic Transmission. As used in these Bylaws, electronic transmission refers to any form of communication that does not directly involve the physical transmission of paper, creates a record that may be retained and retrieved by the recipient and may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE XI
OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an assistant Treasurer and an assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices, except that of President and Vice President, may be held by one (1) person.

a. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as the President may in its discretion deem appropriate to assist in the conduct of the affairs of the Association.

b. **Vice President.** The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

c. **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; s/he shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and s/he shall, in general perform all duties incident to the office of Secretary.

d. **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

Section 2. **Election.** The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new board and shall hold office at the pleasure of the board.

Section 3. **Removal.** Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and its successor elected, at any regular meeting of the Board of Directors or at any special meeting of the board called for such purpose. No such removal action may be taken, however, unless the matter shall have been included in the notice of such meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

Section 4. **Duties.** The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII
SEAL

The Association may (but need not) have a seal. If the board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association and the words "corporate seal" and "Michigan".

ARTICLE XIII
FINANCE

Section 1. **Records.** The Association shall keep detailed books of account showing all expenditures and receipts of administration and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor that such audit be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any such audit and any accounting expenses shall be expenses of administration. If an audited statement is not available, any holder of a first mortgage on a Unit in the Condominium Project shall be allowed to have an audited statement prepared at its own expense.

Section 2. **Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the directors. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. **Bank.** Funds of the Association shall be initially deposited in such bank or savings association in a segregated account for the benefit of the Co-owners as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE XIV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceedings to which s/he may be a party or in which s/he may become involved by reason of being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of its duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the

Board of Directors must carry officers' and directors' liability insurance covering acts of the officer and directors of the Association in an amount not less than Three Million Dollars ($3,000,000.00).

ARTICLE XV
COMPLIANCE

The Association and all present or future Co-owners, tenants or any other person acquiring an interest in or using the Condominium Project in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVI
DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE XVII
REMEDIES FOR DEFAULT

Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of any assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner and such party shall be entitled to recover attorney's fees.

Section 2. **Removal and Abatement.** The violation of any of the provisions of the Condominium documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit when reasonably necessary and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 3. **Non-Waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 4. **Cumulative Rights, Remedies and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms,

provisions, covenants or conditions of the aforesaid Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute any election of remedies nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 5. **Enforcement of Provisions of Condominium Documents.** A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the terms and provisions of the Condominium documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium documents or the Act and may seek to recover the costs of the proceeding and reasonable attorney fees, as provided for in M.C.L. 559.207.

Section 6. **Default as Grounds for Assessment.** The violation of any of the provisions of the Bylaws or the Master Deed will be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations to the extent of any damages incurred by a Co-owner as a result of or otherwise in connection with the remediation of such default after notice and opportunity to cure such default as provided herein.

ARTICLE XVIII
RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter or things, shall be assigned by it to the Association upon the conveyance by the Developer of all Units. Any such assignment or transfer may be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XIX
SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such Condominium documents or

the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT B

CONDOMINIUM SUBDIVISION PLANS

INGHAM COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 296

EXHIBIT "B" TO THE MASTER DEED OF

CAPITOL CITY MARKET CONDOMINIUM

Attention: County Register of Deeds
The Condominium Subdivision Plan Number must be assigned in consecutive sequence. When a number has been assigned to this project it must be properly shown in the title on this sheet and in the surveyor's certification on sheet 2.

LEGAL DESCRIPTION:
A parcel of land in Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 2 of Plats, Page 36, Ingham County Records, Connard's Subdivision on Lot 1, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 31, Ingham County Records, and in Barnard's Subdivision on Lots 2, 3 and 4, Block 242, Original Plat, City of Lansing, Ingham County, Michigan, as recorded in Liber 1 of Plats, Page 32, Ingham County Records, the surveyed boundary of said parcel described as: Beginning at the Northwest corner of said Connard's Subdivision; thence S89°25'55"E along the North line of said Connard's Subdivision 425.18 feet (recorded as 425.04 feet) to the Northeast corner of said Connard's Subdivision; thence S00°06'32"W along the East line of said Connard's Subdivision, the East line of said Block 242, and the East line of said Barnard's Subdivision 521.16 feet to the Southeast corner of Block 1, said Barnard's Subdivision; thence N89°29'27"W along the South line of said Block 1 a distance of 429.20 feet (recorded as 429.00 feet) to the Southwest corner of said Block 1; thence N00°33'03"E along the West line of said Barnard's Subdivision 121.50 feet to the Northwest corner of Block 1 of said Barnard's Subdivision; thence S89°28'38"E along the North line of said Block 1 of Barnard's Subdivision 135.00 feet to the East line of the West 135 feet of Lot 2, said Block 242; thence N00°33'02"E along said East line 78.23 feet to the South line of the North 8 feet of said Lot 2, Block 242; thence S89°18'57"E along said South line 30.00 feet to the Southerly extension of the East line of Lot 23, said Connard's Subdivision; thence N00°33'03"E along said Southerly extension of the East line of said Lot 23 and the East line of Lots 23, 22, 21, and 20, said Connard's Subdivision 179.36 feet to the South line of the North 16.50 feet of said Lot 20; thence N89°26'46"W along said South line 165.00 feet to the West line of said Connard's Subdivision; thence N00°33'03"E along said West line 142.49 feet to the point of beginning; said parcel containing 4.19 acres more or less; said parcel subject to all easements and restrictions if any.

Surveyor

KEBS, Inc.
2116 Haslett Road
Haslett, MI 48840
(517) 339-1014

Developer

600 E. Michigan-Lansing, LLC
330 Marshall Street
Ste. 100
Lansing, MI 48912
(517) 333-4123

3/27/19

STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

SHEET INDEX

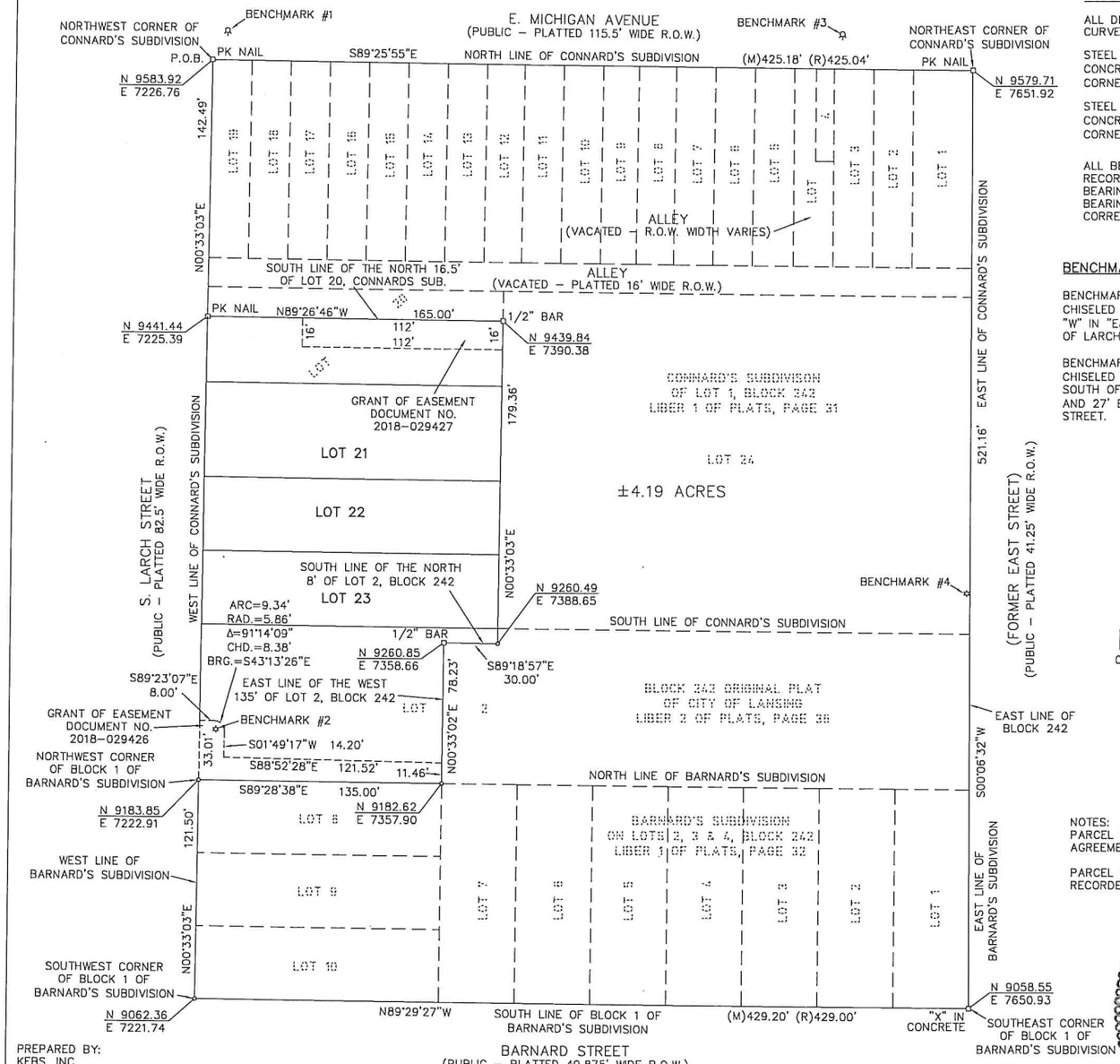
NOTE: THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

Proposed Date: March 27, 2019
COVER SHEET SHEET 1 OF 9

CAPITOL CITY MARKET CONDOMINIUM

NOTE: BY SCALED MAP LOCATION AND GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR THE CITY OF LANSING, INGHAM COUNTY, MICHIGAN, COMMUNITY PANEL NO. 260090 0131 D, DATED AUGUST 16, 2011.



LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF. CURVE DIMENSIONS ARE ARC LENGTHS.

STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "○".

STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE 4" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS MARKED "•".

ALL BEARINGS AND DISTANCES ON THE SURVEY ARE RECORD AND MEASURED UNLESS OTHERWISE NOTED. ALL BEARINGS ARE MICHIGAN STATE PLANE SOUTH ZONE GRID BEARINGS OBTAINED FROM GPS OBSERVATIONS USING CORRECTIONS OBTAINED FROM THE LANSING C.O.R.S.

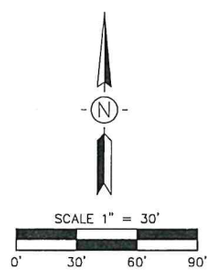
BENCHMARKS

BENCHMARK #1 ELEV. = 848.06 (NAVD88)
CHISELED "X" IN SOUTHEAST FLANGE BOLT, UNDER "W" IN "EJIW", FIRE HYDRANT, SOUTHEAST QUADRANT OF LARCH STREET AND MICHIGAN AVENUE.

BENCHMARK #2 ELEV. = 844.33 (NAVD88)
CHISELED "X" IN EAST BOLT OF LIGHT POLE, 110' SOUTH OF SOUTH LINE OF #119 S. LARCH STREET AND 27' EAST OF EAST BACK OF CURB OF S. LARCH STREET.

BENCHMARK #3 ELEV. = 848.13 (NAVD88)
CHISELED "X" IN SOUTHEAST FLANGE BOLT, UNDER "E" IN "EJIW", FIRE HYDRANT, 27' EAST OF EAST BUILDING LINE OF #628 E. MICHIGAN AVENUE AND 3' SOUTH OF SOUTH CURB LINE OF E. MICHIGAN AVENUE.

BENCHMARK #4 ELEV. = 850.66 (NAVD88)
NAIL IN WEST SIDE UTILITY POLE, ±85' SOUTH OF BUS SHELTER, ±350' SOUTH OF THE CENTERLINE OF MICHIGAN AVENUE, AND ±465' EAST OF CENTERLINE OF LARCH STREET.



I, DANE B. PASCOE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS INGHAM COUNTY CONDOMINIUM PLAN NO.____, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION.

THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

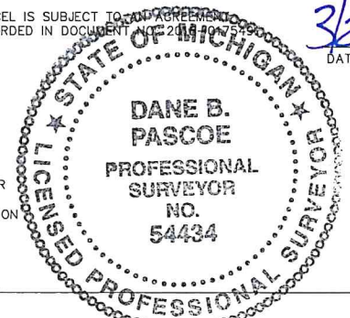
THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

3/27/19
DATE:

DANE B. PASCOE
PROFESSIONAL SURVEYOR NO. 54434
KEBS INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840

NOTES:
PARCEL IS SUBJECT TO A DECLARATION OF AGREEMENT, DOCUMENT NO. 2018-029428.

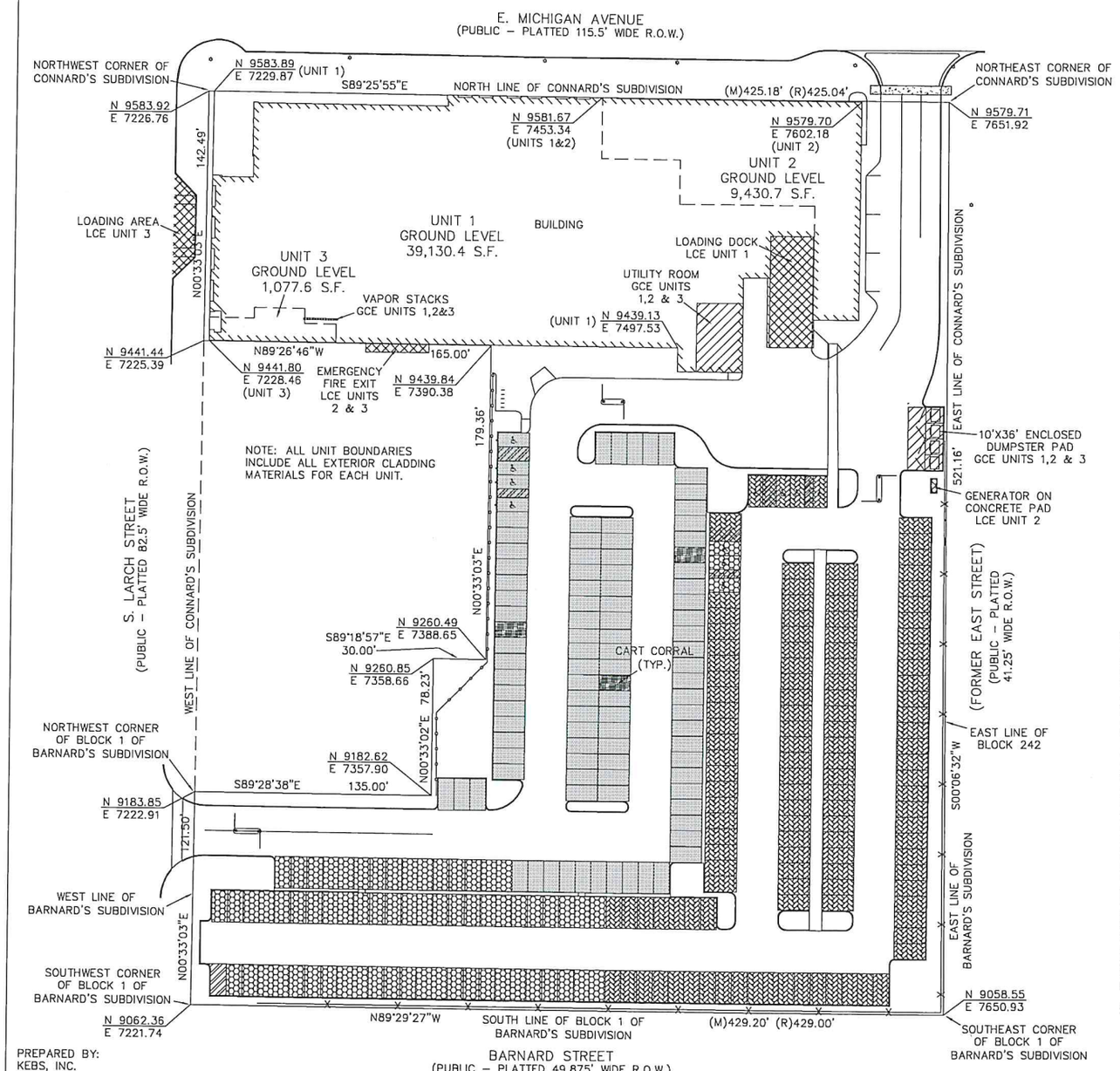
PARCEL IS SUBJECT TO AN AGREEMENT RECORDED IN DOCUMENT NO. 2018-029429.

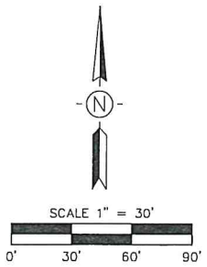


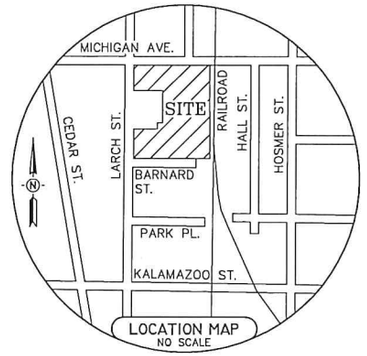
PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

Proposed Date: March 27, 2019
SURVEY PLAN SHEET 2 OF 9

CAPITOL CITY MARKET CONDOMINIUM







LEGEND

ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
CURVE DIMENSIONS ARE ARC LENGTHS.

UNITS 1–3 MUST BE BUILT

EXCLUSIVE RIGHTS PARKING AREAS:

UNIT 1=100 PARKING SPACES

UNIT 2=121 PARKING SPACES

UNIT 3=67 PARKING SPACES

SEE SHEETS 5–9 FOR ADDITIONAL GENERAL AND LIMITED COMMON ELEMENT AREAS.

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

= FENCE

= RETAINING WALL

STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

3/27/19

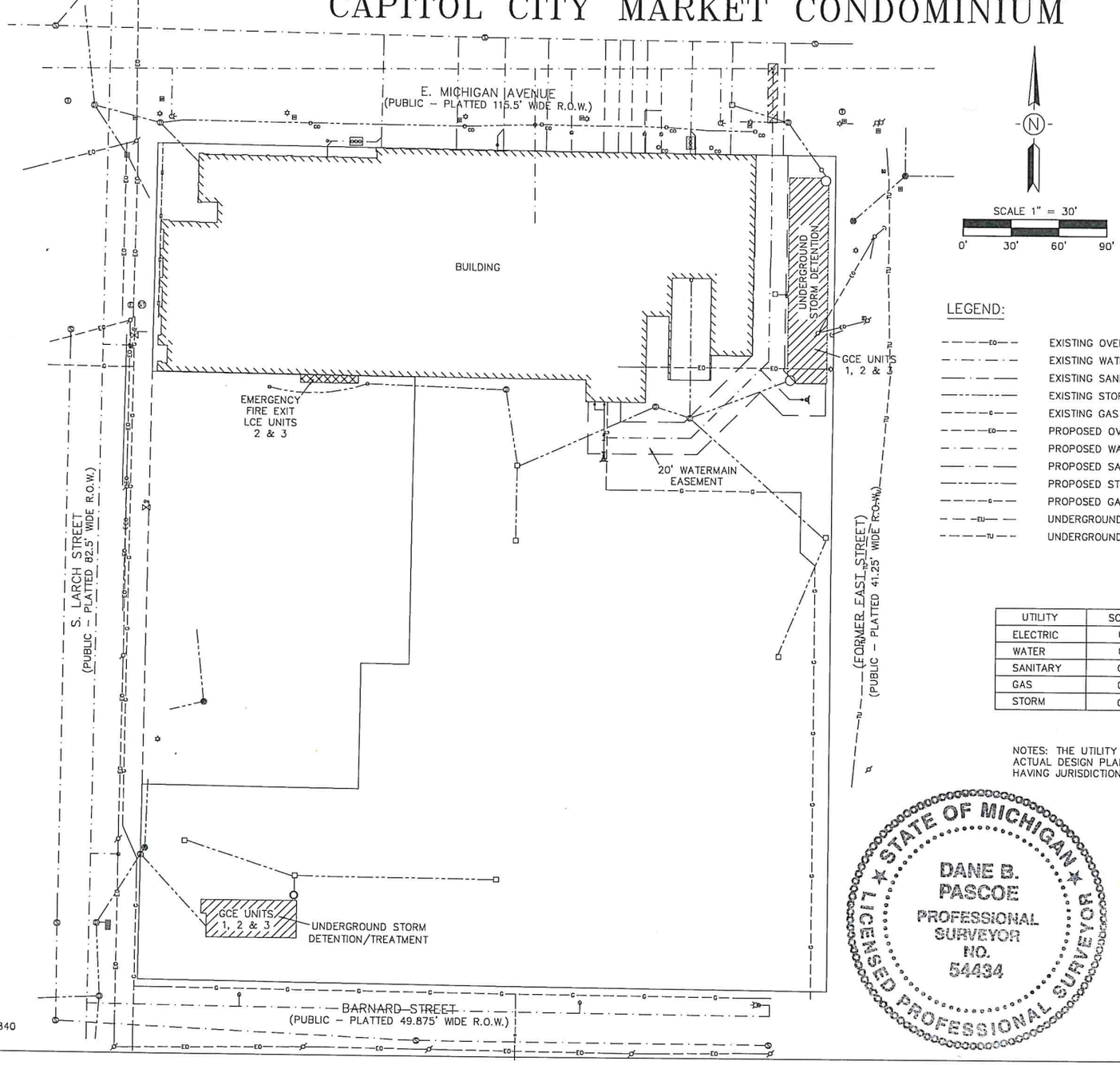
GENERAL COMMON ELEMENTS
–LAND: THE LAND, INCLUDING THE DRIVEWAYS, ROADS, STREETS, ACCESS DRIVES, SIDEWALKS, LANDSCAPED AREAS, RAMPS, WALKWAYS, ENTRANCES AND EXITS, CURB–CUTS, PARKING AREAS, SURFACE DRAINAGE FACILITIES, TRAFFIC CONTROL SIGNS, FENCES, RETAINING WALLS, AND LOADING DOCK ENTRANCES, BUT NOT INCLUDING THE LOADING DOCK DEFINED AS A LIMITED COMMON ELEMENT.
–ELECTRICAL: THE ELECTRICAL TRANSMISSION SYSTEM THROUGHOUT THE PROJECT UP TO THE POINT OF CONNECTION WITH EACH UNIT (BUT NOT INCLUDING THE METER FOR EACH UNIT).
–EXTERIOR LIGHTING: THE EXTERIOR LIGHTING SYSTEM THROUGHOUT THE PROJECT, INCLUDING ALL ELECTRICAL TRANSMISSION LINES, LIGHTING FIXTURES AND RELATED EQUIPMENT (BUT NOT INCLUDING THE METER FOR EACH UNIT).
–VAPOR BARRIER AND STACKS: THE VAPOR BARRIER AND ASSOCIATED VENTILATION STACKS AS MORE SPECIFICALLY SHOWN ON THE CONDOMINIUM SUBDIVISION PLAN.
–TELEPHONE AND CABLE TELEVISION: THE TELEPHONE AND CABLE TELEVISION SYSTEM(S) THROUGHOUT THE PROJECT, UP TO THE POINT OF CONNECTION WITH EACH UNIT.
–GAS: THE GAS DISTRIBUTION SYSTEM THROUGHOUT THE PROJECT UP TO THE POINT OF CONNECTION WITH EACH UNIT (BUT NOT INCLUDING THE METER FOR EACH UNIT).
–WATER SYSTEM: THE WATER DISTRIBUTION SYSTEM, FIRE SUPPRESSION SPRINKLER SYSTEM, IF ANY, AND EXTERIOR IRRIGATION SYSTEM, IF ANY, THROUGHOUT THE PROJECT, INCLUDING THAT CONTAINED WITHIN UNIT WALLS AND WITHIN ALL INTERIOR WALLS LOCATED WITHIN UNITS, UP TO THE POINT OF CONNECTION WITH PLUMBING FIXTURES WITHIN ANY UNIT.
–SANITARY AND STORM SEWER: THE SANITARY AND STORM SEWER SYSTEM THROUGHOUT THE PROJECT, INCLUDING THE UNDERGROUND STORM RETENTION AREA.
–CONSTRUCTION AND FACILITIES: EXCEPT AS SPECIFICALLY DESIGNATED AS LIMITED COMMON ELEMENTS, FOUNDATIONS, SUPPORTING COLUMNS, FLOOR CONSTRUCTION BETWEEN UNIT LEVELS, ELECTRIC LIGHTING, AND OUTDOOR REFUSE RECEPTACLE AREAS.
–PARKING AREAS: THE SURFACE PARKING AREA TO CONSIST OF APPROXIMATELY 281 STRIPED SPACES AND ASSOCIATED CURBS, MEDIANS, AND LANDSCAPING FROM TIME TO TIME INSTALLED AND MAINTAINED THEREON. ALL PARKING SPACES ARE GENERAL COMMON ELEMENTS AS WELL AS LIMITED COMMON ELEMENTS AS SHOWN AND HATCHED.

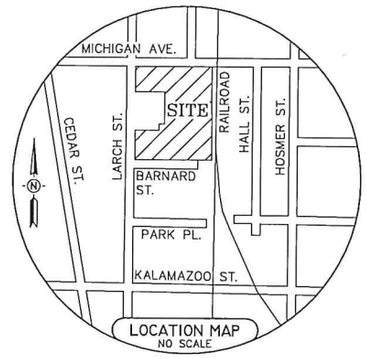
SEE ALSO SHEET 4 FOR GENERAL COMMON ELEMENT LOCATIONS.

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

Proposed Date: March 27, 2019

CAPITOL CITY MARKET CONDOMINIUM





LEGEND:

EXISTING OVERHEAD WIRES	EXISTING SANITARY MANHOLE
EXISTING WATER MAIN	EXISTING STORM MANHOLE
EXISTING SANITARY SEWER	EXISTING CATCH BASIN
EXISTING STORM SEWER	PROPOSED STORM MANHOLE
EXISTING GAS LINE	PROPOSED CATCH BASIN
PROPOSED OVERHEAD WIRES	EXISTING HYDRANT
PROPOSED WATER MAIN	EXISTING WATER VALVE
PROPOSED SANITARY SEWER	PROPOSED HYDRANT
PROPOSED STORM SEWER	PROPOSED WATER VALVE
PROPOSED GAS LINE	TELEPHONE MANHOLE
UNDERGROUND ELECTRIC	ELECTRIC MANHOLE
UNDERGROUND TELEPHONE	ELECTRIC HANDHOLE
	GAS VALVE
	LIGHT POLE
	CLEANOUT

UTILITY	SOURCE OF INFORMATION	STATUS
ELECTRIC	CONSUMERS ENERGY	MUST BE BUILT
WATER	CITY OF LANSING	MUST BE BUILT
SANITARY	CITY OF LANSING	MUST BE BUILT
GAS	CONSUMERS ENERGY	MUST BE BUILT
STORM	CITY OF LANSING	MUST BE BUILT

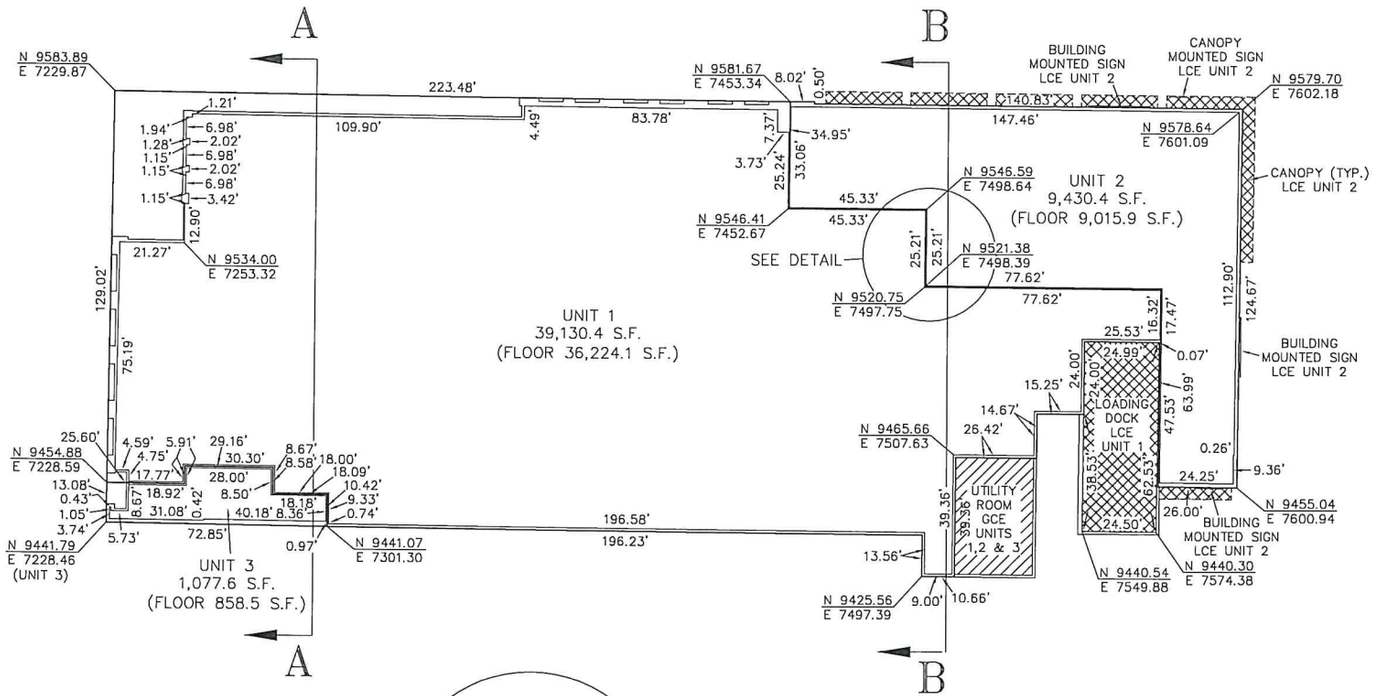
NOTES: THE UTILITY INFORMATION SHOWN HEREON ARE NOT THE ACTUAL DESIGN PLANS. PLEASE CONTACT THE LOCAL OFFICIALS HAVING JURISDICTION IN THIS AREA TO OBTAIN THEM.

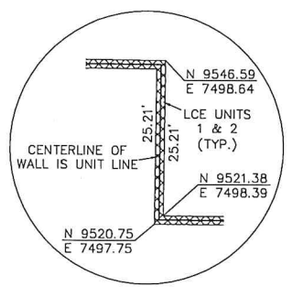
3/27/19

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

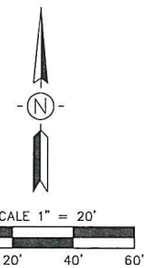
Proposed Date: March 27, 2019
UTILITY PLAN SHEET 4 OF 9

CAPITOL CITY MARKET CONDOMINIUM





DETAIL
NOT TO SCALE



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- N 4953.84 / E 4709.04 — COORDINATE LOCATION
- GCE — GENERAL COMMON ELEMENT
- LCE — LIMITED COMMON ELEMENT

NOTE: FLOOR PLANS ARE BASED ON ACAD FILES AS PROVIDED BY THE CLIENT.

NOTE: ALL CORNERS ARE 90° UNLESS NOTED OTHERWISE

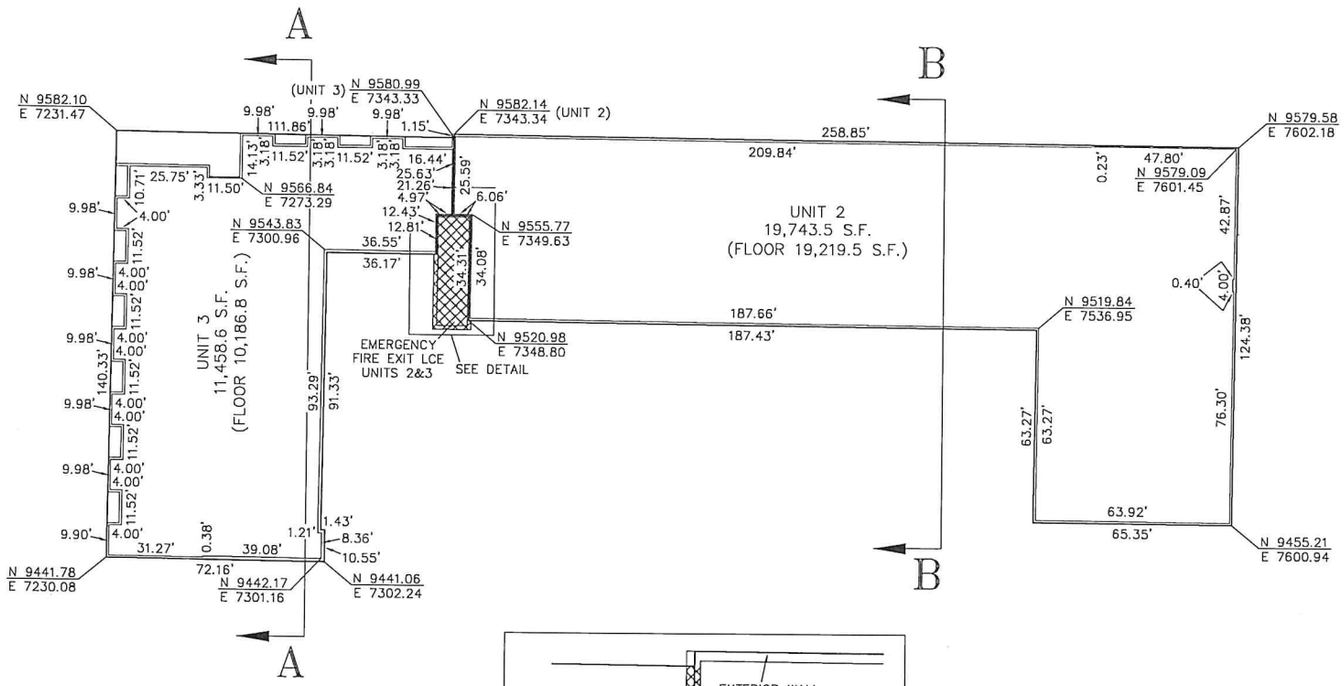
3/27/19

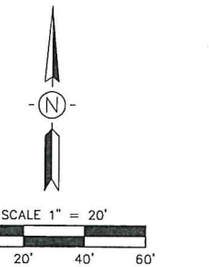
Proposed Date: March 27, 2019

LEVEL 1 FLOOR PLAN SHEET 5 OF 9

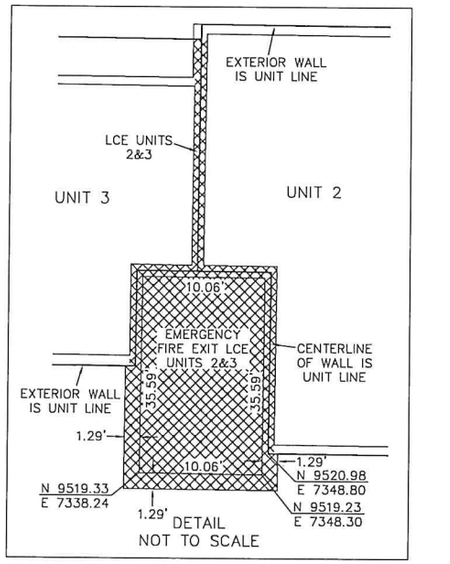
PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

CAPITOL CITY MARKET CONDOMINIUM





NOTE: FLOOR PLANS ARE BASED ON ACAD FILES AS PROVIDED BY THE CLIENT.



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- N 9455.69 / E 7600.59 — COORDINATE LOCATION
- GCE — GENERAL COMMON ELEMENT
- LCE — LIMITED COMMON ELEMENT

NOTE: ALL CORNERS ARE 90° UNLESS NOTED OTHERWISE

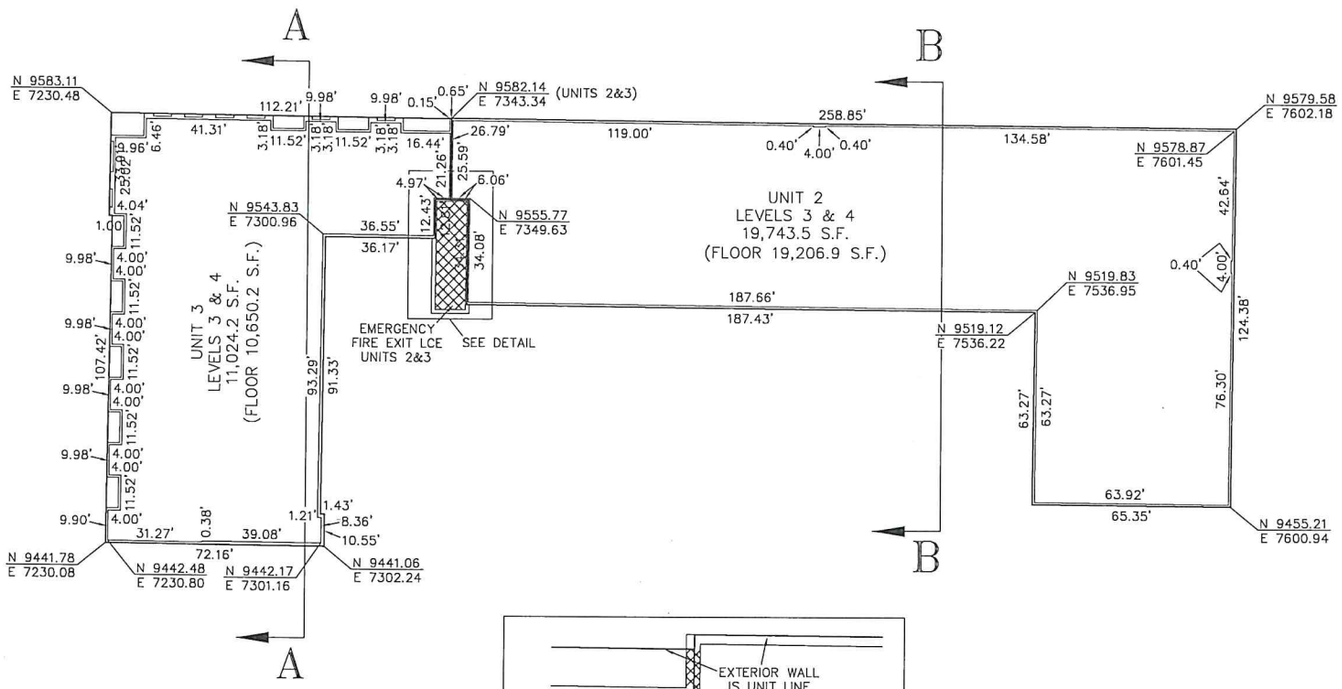
STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

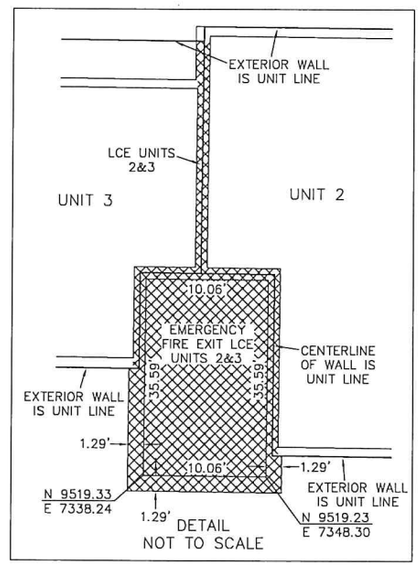
3/27/19

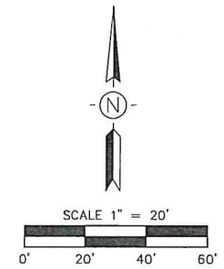
PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

Proposed Date: March 27, 2019
LEVEL 2 FLOOR PLAN SHEET 6 OF 9

CAPITOL CITY MARKET CONDOMINIUM







LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- N 9580.06 / E 7601.82 — COORDINATE LOCATION
- GCE — GENERAL COMMON ELEMENT
- LCE — LIMITED COMMON ELEMENT

NOTE: FLOOR PLANS ARE BASED ON ACAD FILES AS PROVIDED BY THE CLIENT.

NOTE: ALL CORNERS ARE 90° UNLESS NOTED OTHERWISE

STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

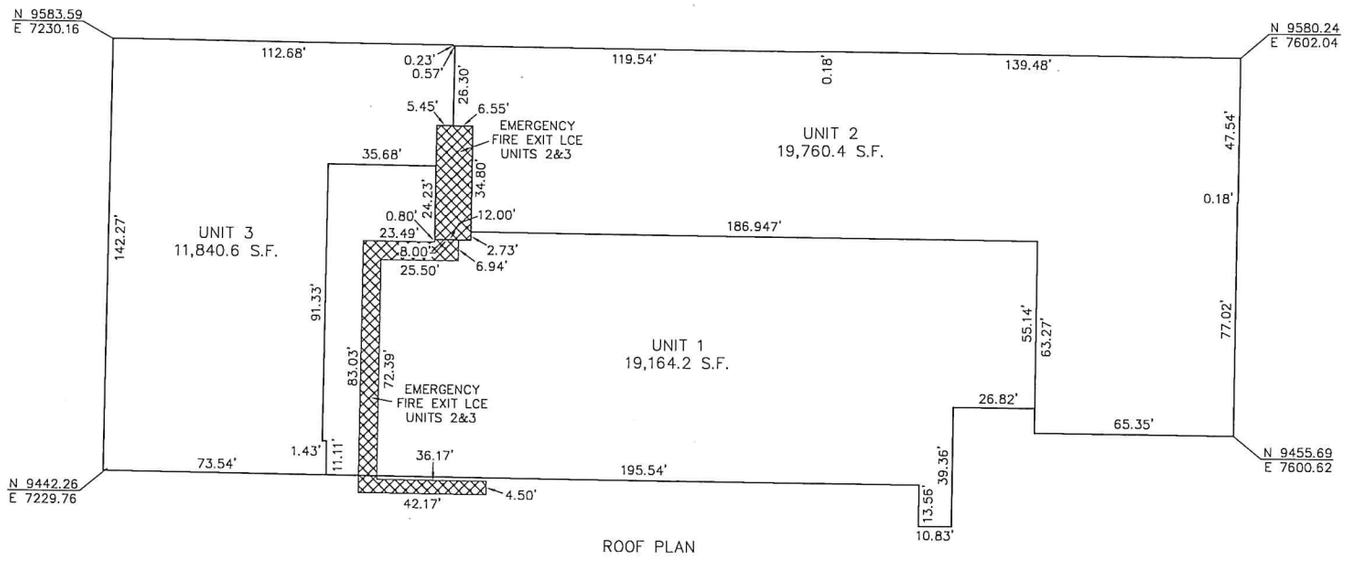
3/27/19

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

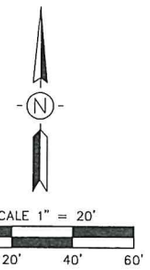
Proposed Date: March 27, 2019

LEVEL 3 & 4 FLOOR PLAN SHEET 7 OF 9

CAPITOL CITY MARKET CONDOMINIUM



ROOF PLAN



NOTE: THE FIRST FLOOR ROOF ABOVE UNIT 1 IS A LIMITED COMMON ELEMENT FOR UNIT 1.

LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP
- N 9455.69 / E 7600.59 — COORDINATE LOCATION
- GCE — GENERAL COMMON ELEMENT
- LCE — LIMITED COMMON ELEMENT

NOTE: FLOOR PLANS ARE BASED ON ACAD FILES AS PROVIDED BY THE CLIENT.

STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

NOTE: ALL CORNERS ARE 90° UNLESS NOTED OTHERWISE

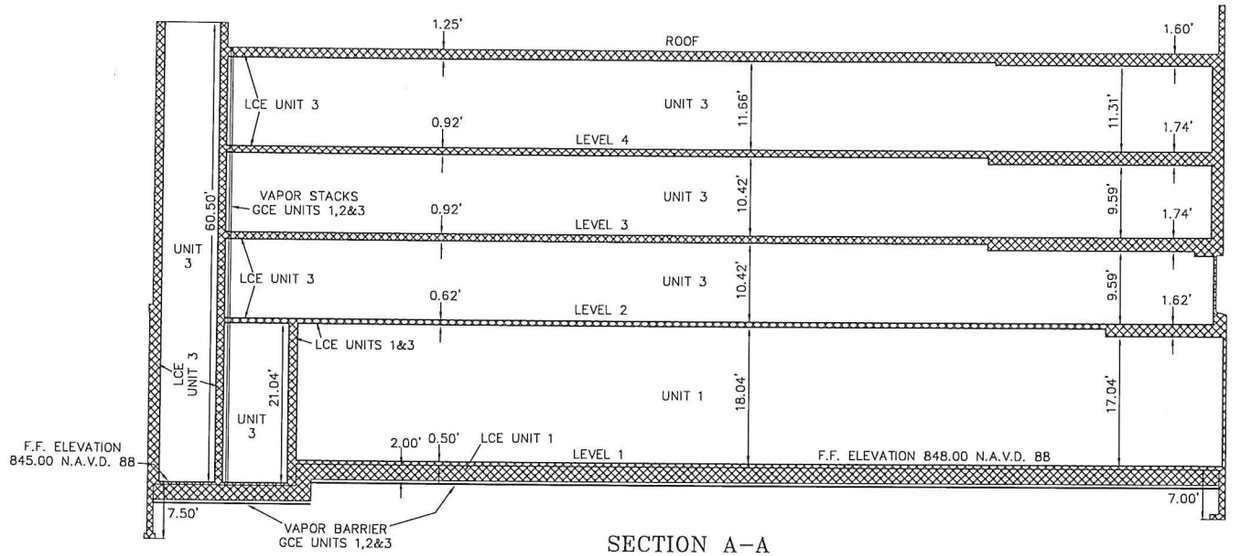
3/27/19

Proposed Date: March 27, 2019

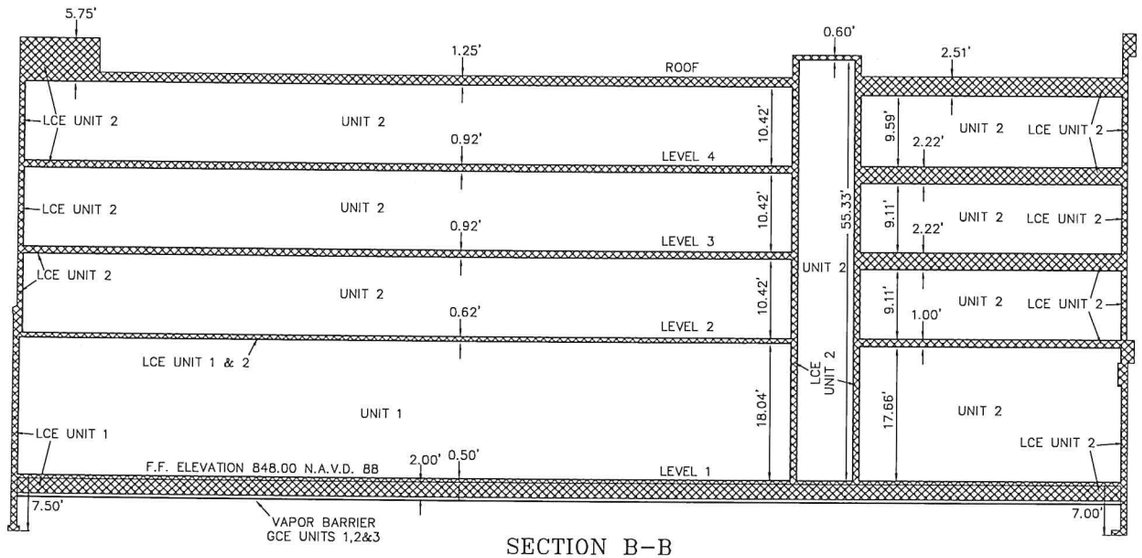
ROOF PLAN SHEET 8 OF 9

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

CAPITOL CITY MARKET CONDOMINIUM



SECTION A–A



SECTION B–B

SCALE 1" = 8'

0' 8' 16' 24'

LEGEND

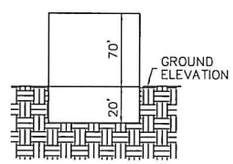
GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

LIMITS OF OWNERSHIP

NOTES: ALL CORNERS ARE 90° UNLESS NOTED OTHERWISE

SECTION VIEWS ARE BASED ON ACAD FILES AS PROVIDED BY THE CLIENT.



VERTICAL LIMITS

STATE OF MICHIGAN
DANE B. PASCOE
PROFESSIONAL SURVEYOR
NO. 54434
LICENSED PROFESSIONAL SURVEYOR

3/27/19

PREPARED BY:
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840
92950.CND

Proposed Date: March 27, 2019

EXHIBIT C

APPLICABLE PROVISIONS OF MEIJER LEASE

ARTICLE VIII. SIGNS

Section 8.01 Signs. Notwithstanding anything to the contrary, subject to all applicable laws and regulations, Tenant shall be permitted to place within the Leased Premises, including, without limitation, within the interior of the windows of the Leased Premises (and not taped to the front windows), professionally prepared, temporary paper, cardboard or plastic signs which relate to the business conducted in the Building, temporary display of leasing information, directional signs and informational signs such as handicapped parking, placement at the entrance of the Leased Premises of a sticker or decal indicating hours of business, emergency telephone numbers, and other similar information, and the temporary erection of one sign identifying each contractor working on a construction job.

Tenant shall have the right to install temporary banner signs (such as "Future Home of [Tenant's tradename]," "Opening Soon," or "Now Open" signs), in connection with other tenants of the Project and participants in the development and financing thereof, on the Leased Premises. Any such banners shall be professionally prepared and shall comply with all applicable laws and regulations.

Section 8.02 Maintenance of Signs. Tenant shall maintain and illuminate the Tenant's Exterior Signage. All other signs which Tenant elects to construct or utilize pursuant to this Lease shall be in compliance with applicable laws and maintained in good repair at Tenant's sole cost and expense, and Tenant shall pay the cost of any electricity consumed in illuminating the same. With respect to all such signs, Landlord shall be responsible, prior to the Rent Commencement Date, for providing for the delivery of sufficient electrical power to the signs to enable Tenant to make full use of the signs in its normal course of business.

Section 8.03 Project Naming and Signage. Subject to the Landlord's Exterior Signage and the Hotel Signage as defined below, in no event shall the Project, in whole or in part, be named for another occupant other than Tenant. Except as otherwise set forth in Section 8.03(a), no other occupant shall be provided with signage on the exterior of the Building other than in the storefront windows of the ground floor retail space occupied by other third-party tenants of Landlord. No tenant or occupant of the Project shall have any exposed neon sign, flashing sign or animated sign located in the storefront windows of any tenant or occupant of the Project. Except for the Tenant's Exterior Signage and as permitted by Section 8.03(a), no additional pylon, monument or other freestanding signs may be erected, placed or maintained on the Project during the Term. Landlord, other Owner's or tenants in the Project, and the Condominium Association may (but shall not be obligated) to place signage on the exterior of the Building in a location approved by Tenant pursuant to the Approval Procedures and subject to receipt of applicable Governmental Approvals in the location designated in the Plans and Specifications ("**Landlord's Exterior Signage**"). Landlord's Exterior Signage shall include, but not be limited to (i) signage for a major tenant or owner of the Project, such as a hotel or office, that shall have the right to prominently place signage on the exterior of the Building; (ii) signage displaying the name of the apartment project to be operated within the Project that may be prominently displayed upon the Building; and (iii) signage which shall be permitted on the southern elevations of the Building to accommodate residential uses and seasonal opportunities. The Parties shall work together in good faith to mutually approve the dimensions, color, illumination and location of the Landlord's Exterior Signage in accordance with the Approval Procedures; provided, however, that the foregoing approval rights shall not extend to the wording of Landlord's Exterior Signage or the signage referenced in (i) through (iii) of this Section, so long as the words and/or naming convention utilized by Tenant is commensurate with the Project Standard. The owner / operator of any Unit within the Project shall be entitled to place prominent signage (i) at the upper level on three sides of the building, (ii) to place street level signage over the lobby and entrance areas to its Unit, and (iii) and shall have the right to be incorporated into to the Project's wayfinding directional signage (the "Hotel Signage"). Notwithstanding anything herein to the contrary, single face, up to 16' W by 38' H Static or Digital Electronic Billboards or similar devices, (the "Billboards") may be mounted at the Northeast corner and the Southwest corner of the Building without further approval by Tenant, but subject to Section 13.04(a).

ARTICLE XVII. EMINENT DOMAIN

Section 17.01 Termination Upon Taking. In the event that the applicable governmental authority or other entity having the power of eminent domain acquires all or a portion of the Project Parcel or the Leased Premises by the exercise of such power, or by voluntary conveyance in lieu of the exercise of such power, and as a consequence thereof: (i) the whole or any material part of the Leased Premises shall be taken; or (ii) portions of the Project Parcel shall be divided or separated, and as a result, the Leased Premises becomes untenantable; or (iii) any portion of the Project Parcel be taken and as a result of such taking the Leased Premises becomes untenantable; or (iv) the existing access points to the Project are closed or significantly altered and comparable alternative access points are not provided; and, in any such case, Tenant determines in its reasonable discretion that such condemnation or conveyance will have a substantial adverse impact on the ability of Tenant to conduct its business from the Leased Premises; then, within sixty (60) days after the date on which Tenant receives written notice that such condemnation or conveyance has occurred, Tenant shall have the right to terminate this Lease by written notice to the Landlord which termination shall be effective as of the date the party having the power of eminent domain takes actual possession of such portion of the Leased Premises or the Project Parcel so condemned or conveyed. Notwithstanding the foregoing, Landlord agrees that a voluntary conveyance in lieu of the exercise of eminent domain in one of the instances listed above shall not take place without the prior written consent of Tenant.

Section 17.02 Restoration. In the event that the applicable governmental authority or other entity having the power of eminent domain acquires all or a portion of the Project Parcel by the exercise of such power, or by voluntary conveyance in lieu of the exercise of such power, and Tenant does not elect to terminate the Lease or Tenant does not have the right to terminate this Lease, Landlord, using only the proceeds of the condemnation award made available to Landlord (provided, however, Landlord shall use commercially reasonable efforts to obtain and allocate adequate proceeds from such an award for the construction of a substitute sign), shall restore the Common Area to tenantable condition, with a physical appearance as similar as possible to that which existed immediately prior to the taking, pursuant to plans and specifications approved by Tenant. The award paid as a result of such condemnation shall if so directed by Tenant be deposited with the Trustee and to be held and disbursed in accordance with an agreement consistent with this Lease, unless this Lease is terminated under this Article XVII, in which case such proceeds shall be paid as provided in this Article XVII.

(a) If Landlord does not commence the repair and restoration work required pursuant to this Section 17.02 within ninety (90) days after the date that the condemnation proceeds become available for such restoration work, or if the Leased Premises or the Project Parcel, as the case may be, is not repaired or restored by Landlord in accordance with the provisions of this Section 17.02 within a period of one hundred eighty (180) days after the date such condemning party takes actual possession of such portion of the Leased Premises or the Project Parcel so condemned or conveyed, Tenant shall have the right, at its option, unless Landlord is using reasonable efforts to commence or complete, as applicable, such restoration work, to, upon five (5) business days prior written notice to Landlord, repair and restore the Leased Premises and so much of the Project Parcel as Tenant may deem necessary to reasonably conduct its business in the Leased Premises, at the sole cost of Landlord, which costs Landlord shall pay to Tenant during the course of such repairs or restoration within ten (10) days of receipt of a properly documented invoice from Tenant, provided that before commencing any such restoration work, Tenant shall obtain Landlord's approval of the plans and specifications and the construction budget therefor. In the event Landlord fails to reimburse Tenant for costs incurred by Tenant as set forth herein, Tenant shall have the right, at its election, to set off and deduct such costs from Rent, and all proceeds payable in respect to such condemnation or conveyance shall be paid directly to Tenant to the extent Tenant has not recovered such costs through set off or abatement of Rent. During the period of said restoration, until the Leased Premises is rendered tenantable, Rent shall abate unless Tenant shall remain open for business during the restoration period, in which case rental shall abate in proportion to the area rendered untenantable.

Section 17.03 Awards. Tenant shall be entitled to claim an award for loss of business, depreciation of the Building (or any replacement thereof) fixtures and equipment, loss or damage to the Leased Premises (or any replacement thereof), inventory, fixtures and equipment, removal and reinstallation costs, and moving expenses and Landlord shall not be entitled to any portion of such award, or to make a claim therefor. In addition, Tenant, and not Landlord, shall be entitled to any award, whether to Landlord or Tenant, for an amount equal to the unamortized balance of Tenant's cost of such all leasehold improvements, alterations, changes, or repairs made to the Leased Premises. In the event Landlord fails to pay said sums to Tenant upon demand, in addition to any other remedy available to Tenant said amount may be set off and deducted by Tenant from the next and any succeeding installment payments of Rent. Landlord shall be solely entitled to any award attributable to the loss of the value of the leasehold estate, to any alterations, additions or improvements made at the expense of Landlord, and to the loss of any land or other property of Landlord.

ARTICLE XVI. FIRE OR OTHER CASUALTY

Section 16.01 Damage or Destruction to the Leased Premises or the Project. In the event the Leased Premises is damaged or destroyed as a result of fire or other casualty including, without limitation, natural disaster, environmental hazard, or threat to public health or safety, Landlord shall promptly commence and continuously and diligently pursue repair and restoration of any damaged or destroyed Leased Premises and/or the Project, as the case may be, or cause the same to be done. For purposes of this Lease, damage or destruction of the Leased Premises shall be deemed to include, but not be limited to, any situation in which Tenant is prohibited from conducting its business within the Leased Premises as a result of such fire or other casualty. The insurance proceeds paid as a result of such fire or casualty (but not any insurance proceeds for lost rent) shall if so directed by Tenant shall be deposited with a bank or trust company acceptable to Tenant to act as trustee (the "**Trustee**") and to be held and disbursed in accordance with an agreement consistent with this Lease, unless this Lease is terminated under this Article XVI, in which case such proceeds shall be paid to Landlord, except to the extent otherwise expressly provided in this Article XVI. Provided, however, if an institutional mortgagee holding a first mortgage on the Project desires to act as Trustee, Tenant consents to such mortgagee acting as Trustee. Such agreement shall provide that the insurance proceeds shall be disbursed only from time to time as repair and restoration of the Project progresses upon the delivery of sufficient documentation and certifications from Landlord.

Section 16.02 Repair and Restoration. Tenant agrees to use commercially reasonable efforts to settle any insurance claim from a casualty promptly. If Tenant does not commence the repair and restoration work required pursuant to this Article XVI within ninety (90) days after the date that a sufficient portion of the insurance proceeds become available for the purpose of restoring such damaged or destroyed property under any all-risk property damage insurance policy required to be maintained pursuant to the terms and provisions of Article XV, or if the Leased Premises are not repaired or restored by Landlord in accordance with all provisions of this Article XVI within a period of one (1) year after the date of such damage or destruction, subject to Section 27.01, unless Tenant is using commercially reasonable efforts to commence or complete, as applicable, such restoration work, Tenant shall have the right, at its option, upon five (5) business days' notice to Landlord, to: (i) repair and restore the Leased Premises and so much of the Project as Tenant may deem necessary to reasonably conduct its business in the Leased Premises, at the sole cost of Landlord, which costs Landlord (or the Trustee, if the proceeds are held by the Trustee) shall pay to Tenant during the course of such repairs or restoration within ninety (90) days of receipt of a properly documented invoice from Tenant; or (ii) seek to obtain specific performance of Landlord's repair and restoration obligations pursuant to the laws of the state in which the Project Parcel is located; or (iii) terminate this Lease by written notice to Landlord without waiving Tenant's rights to damages for Landlord's failure to perform its covenants and obligations hereunder.

Section 16.03 Construction Standards. All repair and restoration of the Leased Premises shall conform to plans and specifications prepared by Tenant; provided, however, Tenant may, at its option, make such changes to the plans and specifications for the Leased Premises as Tenant may reasonably require; provided further, that, to the extent such changes increase the cost of repair or restoration of the Leased Premises, such increased costs shall be borne by Tenant. All repair and restoration work shall be completed so that all such improvements are restored to as good a condition as existed prior to the casualty.

Section 16.04 Abatement of Rent. In the event the Leased Premises or the Project shall be damaged or destroyed, then Rent shall be suspended and abated in proportion to the portion of the Leased Premises rendered untenantable, which suspension or abatement shall be effective as of the date of such damage or destruction and shall continue until the Leased Premises and the Project, as the case may be, shall be repaired and restored in accordance with the terms and provisions of this Article XVI.

Section 16.05 Option to Terminate. Notwithstanding the foregoing to the contrary, in the event the Leased Premises is damaged or destroyed by fire or other casualty, including, without limitation, natural disasters, during the last two (2) years of the then-current Term (Initial Term or Extension Term), Tenant shall have the right to terminate this Lease as of the date of such damage or destruction by giving thirty (30) days written notice to Landlord.

All defined terms as used in this Exhibit C shall have those meanings as ascribed to them in the Lease.