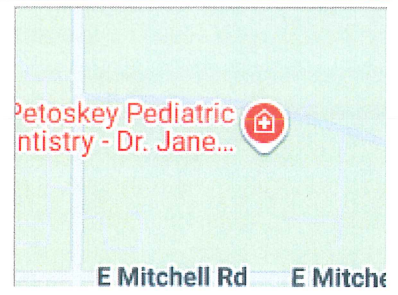


ALL FIELDS DETAIL



MLS # Temp-44470
Class COMMERCIAL /INDUSTRIAL
Type Commercial/Industrial
School Petoskey
District
Asking Price \$1,395,000
Address 2240 Mitchell Park Drive
City Petoskey
State MI
Zip 49770
Status Partial Listing
Sale/Rent For Sale
IDX Include Y

of Bedrooms 0
of Full Baths 0
of Restrooms 2
Stories One
Acreage 1.01 - 2



GENERAL

Fractional Ownership	None	Water Front/Water Access?	Neither
Approx. Number of Acres	1.03	Agent	Jack VanTreese - OFFIC: 347-3943
Listing Office 1	Jack Van Treese & Assoc.. - OFFICE: 231-347-3943	Co Listing Agent	Christopher Skrobeck - cell: 906-360-4908
Listing Office 2	Van Treese Management LLC - 231-347-3943	Owners Name	Scenic Farms, LLC
Listing Date	8/6/2025	Total Sq. Ft.	6126
Above Ground Sq. Footage	6,126	Possession	At Close
Building Size	6126	Approx. Year Built	1990
Township	Bear Creek	Section	4
Town/Range	T34N / R5W	County	Emmet
Survey (Y/N)	Y	Zoning	B-1
Legal	MITCHELL COMMERCIAL PARK PLAT, LOT 1. NOTE RESTRICTIONS, L489 P815 -17. SECTION 4, T34N, R5W.	Directions	Property located between N. Mitchell Park Dr. & SW corner of Division and Mitchell Road
Agent Hit Count	0	Client Hit Count	0
VOW Include	Yes	VOW Address	Yes
VOW AVM	Yes	VOW Comment	Yes
Update Date	8/6/2025	Status Date	8/6/2025
HotSheet Date	8/6/2025	Price Date	8/6/2025
Input Date	8/6/2025 2:11 PM	Associated Document Count	0
Original Price	\$1,395,000	Geocode Quality	Exact Match
Picture Count	5	Input Date	8/6/2025 2:11 PM
Update Date	8/6/2025 3:04 PM		

FEATURES

TYPE	TERMS	CURRENT BUSINESS TYPE
Professional/Office Bldg.	Cash	Medical / Health Care
ROOF	Conventional	Office Building
Metal	SHOWING INSTRUCTIONS	
	24 Hour Notice	
	Call Listing Office	

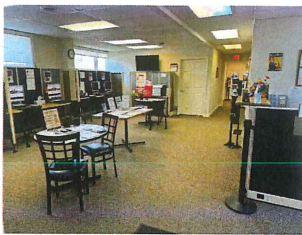
FINANCIAL

Board	EC	Tax ID	01-19-04-201-001
Member of			
Agent	Office building in the Mitchell Park Center Complex on the corner of Mitchell and Division Roads. Parking lot can be entered from 2 sides. Currently both spaces are leased to NMCAA & Michigan Works office on multi year leases.		
Remarks			

PUBLIC REMARKS

Public Remarks Office building in the Mitchell Park Center Complex on the corner of Mitchell and Division Roads. Parking lot can be entered from 2 sides. Currently both spaces are leased to NMCAA & Michigan Works office on multi year leases.

ADDITIONAL PICTURES



DISCLAIMER

This information is deemed reliable, but not guaranteed. This listing may be that of another office and/or agent who participates in the MLS. Any commission information contained herein applies only to NMMLS members.

ZONING CLASSIFICATION

PUD-1: Planned Unit Development District

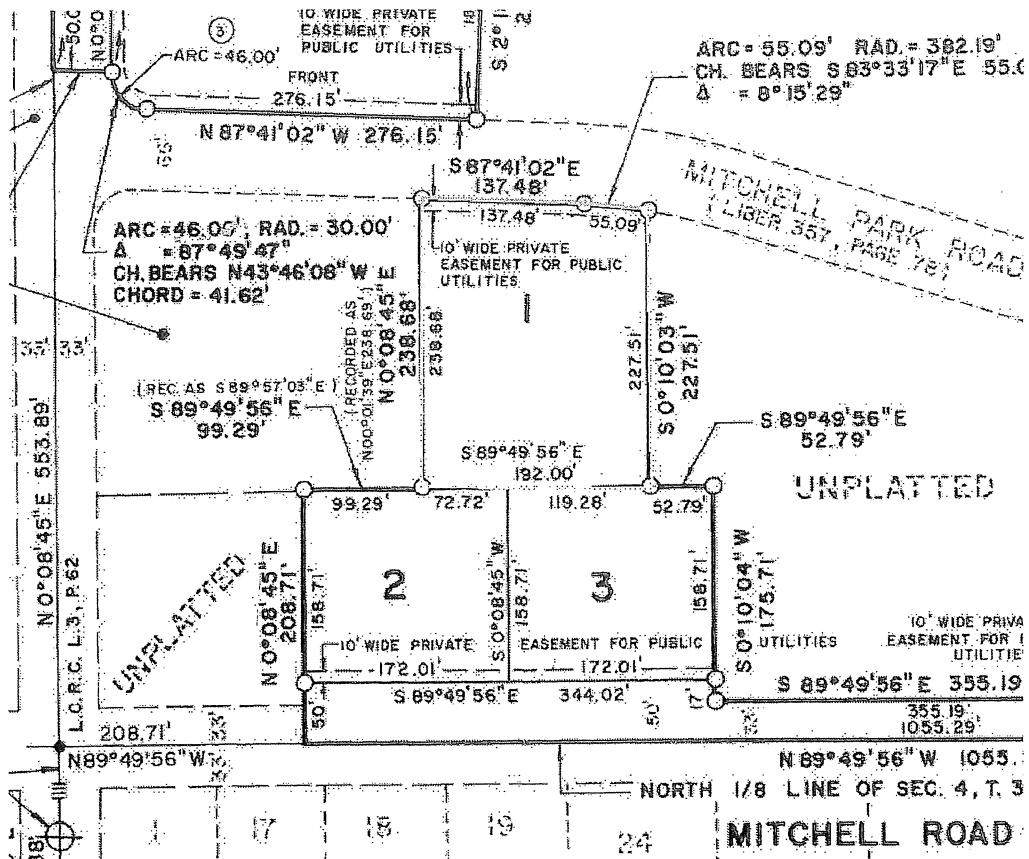
The Emmet County zoning official report the subject professional office is a legal and approved use.

Site Data

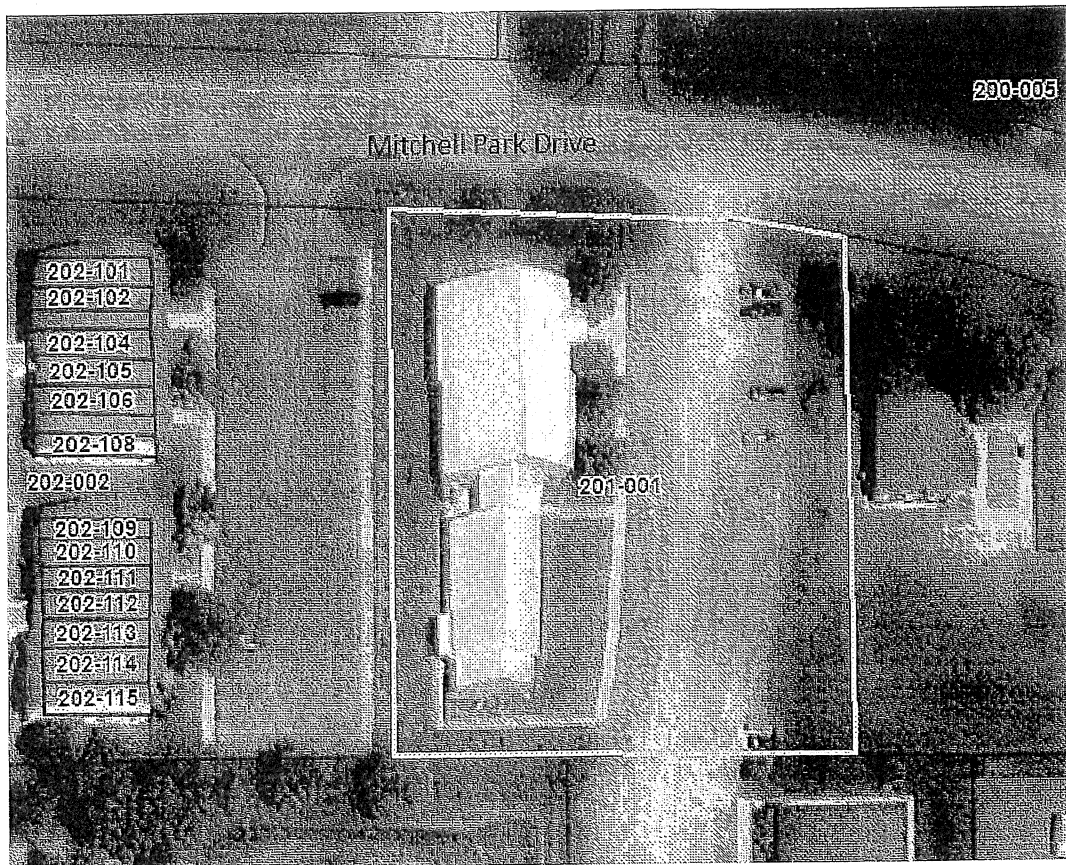
The scope of this assignment includes one tax parcel that is reported at 44,745 square feet or 1.02 acres. The site is serviced by 192 feet fronting Mitchell Park Drive to the north. The topography is mostly level to road grade. The west side is defined by a bluff and retaining wall area.

The north and west side of the building is serviced by professional landscaping with irrigation. The east side includes a paved parking lot. A privacy fence and free standing sign is also noted. The site is serviced by township sewer, natural gas, telephone and electrical service. A shared well system is typical in the immediate area. A copy of the public aerial map follows:

Partial plat of Mitchell Commercial Park



Emmet County Aerial Map
Part of Sec. 4, Bear Creek Township



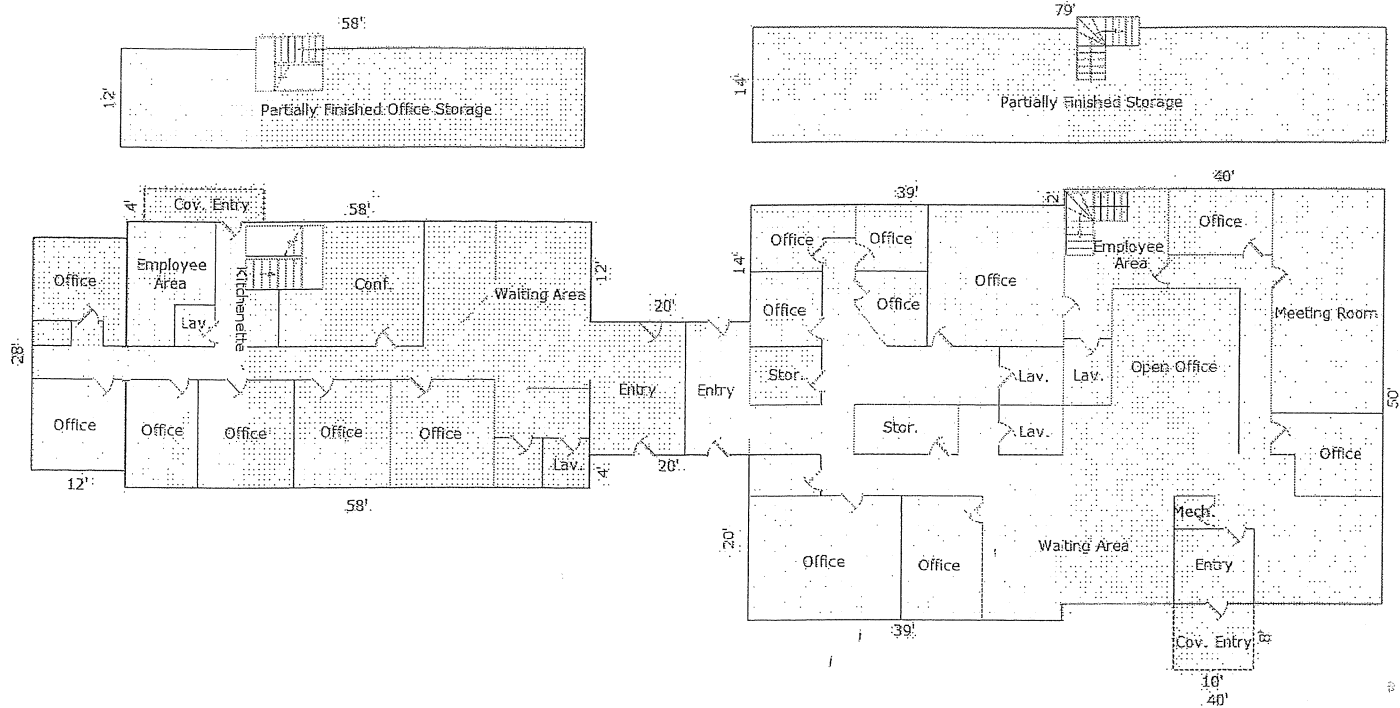
Building Improvement The appraiser compiled details of the building improvements from his physical observation as well as review of public records and prior file data. The subject office building is 8,264 square feet of which 6,462 square feet is on the street level. The original north end of the building was constructed in 1995, and contained 5,215 square feet, commonly known as Suite B. The south end addition was finished in 2005 and expanded in 2016 to provide 3,019 square feet, known as Suite A. The structural components of the building are reported as wood frame with vinyl lap siding, wood truss roof system with corrugated steel cover. The foundation is a crawl space. One common area mechanical room is noted with 30 square feet of space. Each unit has front and rear direct access.

Improvement,
continued...

Suite A provides 2,352 square feet on the street level, the partial upper level is 667 square feet. The interior reflects commercial grade carpet and laminate wood flooring. The walls are painted drywall with typical wood trim. The ceiling is textured drywall with attached tubular fluorescent fixtures. The floor plan provides an open waiting area, six private offices, conference room, two lavatories, employee area with kitchenette and supporting space. The upper level is basic storage space with carpet and partial wall finish.

The interior finish for Suite B, 5,215 square feet, was renovated for the current tenant in September 2015. The street level is 4,110 square feet, the partial upper level is 1,105 square feet. The interior reflects commercial grade carpet and vinyl flooring in the lavatories. The walls are painted drywall with wood trim. The ceiling is suspended acoustic tile with tubular fluorescent light fixtures. The floor plan provides an open waiting area, ten private offices, meeting room, three lavatories, employee area with kitchenette and supporting storage space. The upper level is basic storage space with carpet and partial wood wall finish.

Mechanicals consist of three natural gas HVAC units servicing the building. The building has typical electrical competitive to other medical and office buildings. The building has average quality and condition overall. Combined effective age is 20 years. The appraiser's photos and sketch follows:



Appraiser's sketch

Rent Roll

Property = 2240 Mitchell Park Drive

As Of = 08/06/2025

Month = 08/2025

Unit	Unit	Tenant Name	Actual	Lease
	SqFt		Rent	Expiration
Current/ Notice /Vacant Tenants				
A	3,019.00	NMCAA	4,189.42	3/31/26
B	5,215.00	The Northwest Michigan Council of Governments	5,086.13	8/31/30
Total		2240 Mitchell Park Drive	9,275.55	

BUSINESS PROPERTY LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE "TRUTH IN RENTING" ACT. IF YOU HAVE QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS LEASE AGREEMENT, made and entered into as of this 2nd day of December, 2015 contains the entire agreement by and between 2240 Mitchell Park, LLC, hereinafter referred to as "Landlord" and NMCAA, the Lessee whose address is 3963 three Mile Rd, Traverse City, MI 49686, hereinafter referred to as "Tenant" and supersedes all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and sealed by both parties.

DESCRIPTION: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises, to-wit:

Suite A
2240 Mitchell Park (as per attached Exhibit A)

Consisting of 2,329 ± square feet of space.
Plus storage of 690 +/- square feet.

TERM: For the term of Ten (10) years from and after the 1st day of April, 2016 fully to be completed and ended March 31, 2026. (Rent will commence upon possession)

RENT: The monthly Base Rent of said premises shall be the sum of Three Thousand Six Hundred Thirteen and 83/100 (\$3,613.83) in lawful money of the United States payable monthly in advance upon the 1st day of each and every month during the term. Payment should be sent to Jack VanTreese & Associates, P.O. Box 622, Petoskey, MI 49770.

The Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account. Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will the Landlord's acceptance of a partial payment forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

The Base Rent for each year of the term following the FIFTH year shall be adjusted annually on the anniversary date of this Lease to reflect the percentage of increase in the annual average National Consumer Price Index (C.P.I.) as determined by the United States Department of Labor. If the C.P.I. causes a decrease from the previous year's Base Rent, the Base Rent for the new year will remain the same as the previous year. Within a reasonable period of time after each month's publication of all statistics needed for calculating the Base Rent adjustment are made available, Landlord will notify Tenant of the amount of the new Base Rent. Once Tenant has received notice of the new Base Rent, Tenant must pay Landlord any accumulated monthly increases owed with the next monthly payment.

SECURITY DEPOSIT: Upon signing of this Lease, a Security Deposit equal to one month's Rent shall be paid to Landlord, which sum shall be retained by Landlord as security for the payment of the Rent and all other payments herein agreed to be paid by Tenant, and for the faithful performance by Tenant of the

terms, provisions, covenants and conditions of this Lease. The Landlord shall retain the Security Deposit in Jack VanTreese & Associates Property Management Trust Account with The Bank of Northern MI of Petoskey, Michigan. Landlord may retain \$100 of security deposit for cleaning of carpets and interior or units after Tenant vacates the Lease Premises. The Security Deposit with a list of damages and any deductions is to be returned within thirty (30) days after expiration of the Term of the Lease Agreement or upon Tenant's vacating the Leased Premises; whichever is later, providing no damage has been done to premises, normal wear and tear excepted. Upon expiration of this Lease and notification of Tenant vacating the Premises, Landlord reserves the right to use Security Deposit as payment for any remaining debts payable to Landlord under this Lease Agreement. Tenant shall remain liable for any amounts that the Security Deposit shall be insufficient to pay.

Landlord may transfer or deliver the Security Deposit to any bona fide purchaser of the real property in the event that the property is sold, and Landlord shall be discharged from any further liability in reference to the Security Deposit on giving written notice of that transfer to Tenant.

CANCELLATION CLAUSE: If the Tenant (NCCAA) loses its financial funding during the term of this lease, tenant may cancel this lease agreement at any time with 90 days prior written notice.

LATE CHARGES: Tenant's failure to pay any payments due Landlord promptly as stipulated herein this Lease may cause Landlord to incur anticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges, attorney fees and late charges imposed by Landlord's mortgagee. Therefore, if Landlord does not receive payment within ten (10) days after due date of said lease, Tenant shall pay Landlord a Late Charge equal to five (5%) percent of the overdue amount. For the purposes of this Section the receipt date shall be the envelope post mark date, and this Late Charge shall apply for each thirty (30) day period after the initial grace period that a single delinquency exists. The parties agree that this late charge represents a fair and reasonable estimate of the costs the Landlord will incur by reason of such late payment. Tenant agrees to keep its utility payments current, or otherwise will be responsible for the repair and rectification from any ensuing damage to the Premises caused by Tenant's failure to pay said utilities.

UTILITIES: The Tenant shall be responsible, and shall pay for any and all utilities such as heat, lights and water within the Tenant's unit. Any additional utility services that are required by the Tenant, such as additional electrical services, shall be installed, maintained and paid for by the Tenant upon advance written notice to Landlord. If upon failure to keep such utilities current injury, damage or destruction is brought upon any part of the building; the Tenant shall be solely responsible for the expense to return the building to its state before the occurrence.

GARBAGE: The Tenant shall keep the Leased Premises in a sanitary condition at all times so as not to attract rodents and other pests. The Tenant agrees to make arrangements for the regular disposal of garbage and rubbish. The Tenant will reimburse the landlord for 35% of the monthly waste fees.

REAL ESTATE TAXES: Landlord shall pay all real property taxes on the building.

NONSMOKING POLICY: The Tenant shall agree not to smoke in the building or within at least 20 feet from an entrance door.

INSURANCE: At all times during the term of this Lease or any extensions thereof, Landlord shall cause the premises and the entire building to be covered by fire insurance with extended coverage provisions in the amount of the full replacement value of said building or improvements in comprehensive general liability insurance for personal injury, death and property damage in the amount of five hundred thousand

dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate.

The Tenant is advised to consult with Tenant's insurance agent regarding liability insurance, Tenant's personal property (furniture, furnishings and equipment) and glass breakage. The Landlord's insurance will not pay any liability claims against Tenant, nor will Landlord's insurance cover any loss of Tenant's personal property caused by fire or other casualty. Accordingly, the Tenant is advised to carry his own insurance against all such possible liabilities or losses.

The Tenant agrees to indemnify and hold harmless the Landlord, its agents or employees, from any and all losses, damages, liabilities and expenses for bodily damages to any person or property in, on, or about said leased Premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance on a comprehensive basis with inclusive limits of not less than the sum of Five Hundred Thousand Dollars (\$500,000) for damages resulting to one person, and One Million Dollars (\$1,000,000) for damages resulting from one casualty, and One Hundred Thousand Dollars (\$100,000) property damage insurance resulting from any one occurrence. Landlord shall be named on all liability policies maintained by the Tenant as additionally insured. Tenant shall deliver a copy of said policies to the Landlord and upon Tenant's failure so to do so, the Landlord may, at his option, obtain such insurance, and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

ADVERTISING DISPLAY: Landlord agrees to allow Tenant, at Tenant's expense, to have sign exposure. The location and design of said signage shall be subject to Landlord's approval, which approval shall be at Landlord's sole discretion, which shall not be unreasonably withheld. It is further agreed that all signs and advertising displayed in and about the premises shall be such only as to advertise the business carried on upon said premises.

PARKING: There shall be a common parking area to be shared jointly by the tenants of the units in the building. Each Tenant shall exercise due care to keep the parking area open for the joint use of the other tenants and their customers. The Landlord may establish reasonable regulations for use of the parking space in order to keep areas available for customers open and readily accessible to the building.


The Landlord shall be responsible for maintenance of the parking lot, including snow and ice removal, during normal daytime business hours from approximately 8:00 a.m. until 6:00 p.m. of each business day, not including Sundays or holidays. The Tenant shall not park their automobiles in the parking lot overnight nor shall the parking area be used for any sort of storage.

USE AND OCCUPANCY: It is understood and agreed between the parties hereto that said Leased Premises during the continuance of this Lease shall be used and occupied for Business Offices and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any municipal and county ordinances and codes and state and federal statutes now in force or any which may hereafter be in force, and that on any breach of this agreement the Landlord may, at his option, terminate this Lease forthwith and re-enter and repossess the Leased Premises. Tenant will not suffer any article to be brought or any act to be done, on the Premises which shall vitiate any policies of fire and extended coverage insurance thereon, or increase the premium thereof. The Tenant shall not use the Leased Premises for housing or sleeping purposes. No pets of any kind shall be kept or brought on the Premises.

PETS: Pets are not allowed on the Leased Premises without the advanced written consent of the Landlord.

CONDITION OF PREMISES AT TIME OF LEASE: The Tenant further acknowledges that he has examined the said Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease unless otherwise indicated on the "Commercial Unit Checklist."

The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Leased Premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes. The Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from the Leased Premises or the building, unless occasioned by intentional or negligent act of the Landlord, its employees and agents.

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

CARE OF PREMISES: The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building or obstruct any of the entries, hallways, doors or stairways and shall keep Leased Premises under his control, clean and free from rubbish, dirt, snow and ice at all times. It is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said Leased Premises for the purpose of maintenance or cleaning, in which event the Tenant agrees to pay all expenses for the maintenance and/or cleaning. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented and the Landlord shall have the same remedy as is provided in Section "Default" of this Lease in the event of Tenant's failure to pay.

The Tenant shall promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

ACCESS TO PREMISES: The Landlord, or its agents, shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same within reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof. The Tenant agrees that he will forthwith, on demand, pay to the Landlord the cost thereof and if he shall make default in such payment the Landlord shall have the remedies provided in Section "Default."

No additional locks or alarm systems shall be placed on any door in the building and/or Leased Premises without the prior written consent of the Landlord. Landlord will furnish at least one key to each door in the Leased Premises and necessary entry doors within the building. Additional keys may be provided, at Tenant's expense, upon notification of Landlord. Landlord may at all times keep a pass key to the Leased Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.

Tenant, its officers, agents and employees shall, before leaving the Leased Premises unattended, close and lock all doors and shut off all applicable utilities (i.e. lights). Tenant agrees that if he is the last to leave the building, he shall close and lock all exterior building doors. Any damage resulting from failure to do so shall be paid by Tenant.

The Landlord reserves the right of free access at all times to the roof of said Leased Premises, and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures or use the roof for any purpose without the advanced written consent of the Landlord.

TENANTS OBLIGATION FOR MAINTENANCE: Tenant shall at all times keep in good order, condition and repair as Landlord shall determine (including replacement of parts and equipment, if necessary) the Leased Premises and all appurtenances thereto, including without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main sewer line, fixture, heating and air conditioning and electrical systems (whether or not located in the Leased Premises), sprinkler systems, walls, floors and ceilings. Tenant shall also keep the Leased Premises in a clean, sanitary, and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law affecting the Leased Premises. Tenant shall permit no waste, damage or injury to the Leased Premises. At the expiration of the tenancy created hereunder, Tenant shall surrender the Leased Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted.

TENANTS SEMI-ANNUAL MAINTENANCE OBLIGATION: Tenant, at its own expense, shall not less than two (2) times per year, have a licensed air conditioning and heating company check and service the air conditioning and heating systems serving the Leased Premises. Tenant shall supply to Landlord a written report, no later than May 1 and November 1 of each year, of said servicing, Signed by the licensed air conditioning and heating contractor. If such written report is not received by Landlord as specified above, Landlord may have a licensed air conditioning and heating contractor inspect the air conditioning and heating systems, make all repairs and replacements as said contractor deems necessary, all at Tenant's sole expense.

ABUSE OF PLUMBING, WALLS, ETC: The plumbing facilities and adjoining or connecting sewer lines or mains shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents, invitees, or licensees shall have caused it. Tenant, its employees or agents, shall not paint, alter or deface any walls, ceilings, partitions, floors, wood, stone or iron work without Landlord's prior written consent.

REPAIRS, MAINTENANCE AND ALTERATIONS: During the continuance of this Lease or any renewal or extension thereof, the Tenant agrees that he will, for each occurrence, cover at his own expense \$250.00 of any maintenance or replacement costs (under the direction of the Landlord) in order to keep the said Leased Premises in as good repair as when taken and will upon the last day of the term deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant agrees that maintenance within the Leased Premises shall include, but not be limited to, interior walls, ceiling, floor, windows and its attachments, doors and its attachments, heating systems, air conditioning, and plumbing and their attachments. The Landlord agrees to cover the above mentioned expenses exceeding the Tenant's share of \$250.00. Any costs that will exceed \$250.00 shall be the supervised by the Landlord.

The Landlord, after receiving notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to keep in good order and repair of all portions of the Leased Premises, including, but not limited to the exterior structural walls, roof and foundation, electrical systems, heating systems, and plumbing systems, damage thereto by Tenant excluded.

The Tenant shall not make any alterations, additions or improvements to said Premises without the Landlord's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease. All contractors and/or technicians performing any work for Tenant that shall affect any part of the Landlord's building including the Leased Premises must be referred to Landlord for approval before performing such work. Landlord shall not be held responsible for repairing or maintaining alterations, additions or improvements installed by the Tenant or its workmen.

The Tenant covenants and agrees that the Landlord may enter the premises at reasonable times to make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building. Landlord shall take precautions to not unnecessarily interfere or restrict Tenant's use and occupancy of the Premises.

DAMAGE OR DESTRUCTION: In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty as to become partially or totally untenable, the damage to the Leased Premises shall be promptly repaired by Landlord as reasonably possible within a maximum period of six (6) months of the casualty unless Landlord shall elect not to rebuild as hereinafter provided. A just and proportionate part of the Rent and all other charges shall be abated until the Premises are repaired. In the event that the Tenant shall fail to remove his merchandise, trade fixtures, furnishings or equipment within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay and further there shall be no abatement of Rent if such damage or destruction of the Leased Premises shall result from the negligence or willful act of the Tenant or employees. If restoration of the Leased Premises takes longer than six (6) months, the parties of this Lease shall have the option to terminate the Lease Agreement upon written notice to the other party. The obligation of the Landlord hereunder shall be limited to reconstructing the Leased Premises in accordance with the initial plans and specifications for the construction of the Leased and to the amount of insurance proceeds which it receives in connection therewith.

In no event shall the Landlord be required to repair or replace the Tenant's merchandise, trade fixtures, furnishings or equipment. Landlord may elect either to repair or rebuild the Leased Premises or the building of which the Leased Premises are a part, as the case may be, or to terminate this Lease by giving written notice to the Tenant of its election to so terminate. Such notice shall be given within ninety (90) days after the occurrence of such damage or destruction. Nothing herein shall be interpreted as requiring the Landlord to rebuild and restore the Premises under any circumstances. Further, the decision of the Landlord shall be subject to the decision of the holders of the mortgage or mortgages on the Leased Premises.

WAIVER OF SUBROGATION: Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty from which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ASSIGNMENT: The Tenant covenants not to assign, transfer, or sublet the Leased Premises or any part of the Leased Premises without the written consent of the Landlord, of which consent shall not be unreasonably withheld. Any assignment, transfer or subletting without said prior written consent shall give the Landlord the right to terminate his Lease and to re-enter and repossess the Leased Premises. Any assignment, transfer or subletting shall not release the Tenant from any obligations stated herein unless the Landlord otherwise agrees in writing.

RE-RENTING: The Tenant shall give at least sixty (60) days written notice of intent to terminate upon fulfillment of the full Terms of the Lease Agreement, delivered personally or by United States Mail, to Landlord. The Tenant hereby agrees that for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may show the premises to prospective tenants, upon notification of Tenant either verbally or by United States Mail and may display in and about said premises and including windows thereof, the usual and ordinary "To Rent" signs. Tenant must furnish the Landlord with the Tenant's forwarding address within four (4) days after giving up occupancy.

HOLDING OVER: It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

DEFAULT: Tenant shall have breached this lease and shall be considered in default hereunder if (A) Tenant files a petition in bankruptcy act, or makes an assignment for the benefit of creditors, (B) involuntary proceedings are instituted against Tenant under any bankruptcy act, (C) Tenant fails to pay any Rent or other payment due Lessor as stipulated in this Lease within ten (10) days after receipt of notice thereof from Landlord, or (D) Tenant fails to perform or comply with any of the covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after receipt of notice thereof from Landlord.

In the event of a breach of this Lease, the rights of the Landlord shall be as follows: (A) Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interests of Tenant hereunder, by giving to Tenant not less than three (3) days notice of the cancellation and termination. On the expiration of the time fixed in the notice, the Lease and the rights, title, and interests of Tenant shall terminate in the same manner, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. (B) Upon termination of the Lease, Landlord may re-enter the premises immediately and remove the property and personnel of Tenant, and store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. (C) Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the premises and the balance of the Lease payments, whether rental or otherwise, for the remainder of the Lease Term; which sum shall be immediately due Landlord from Tenant and shall be subject to Late Fees as set out in this Lease. The Tenant may not be liable for the total accelerated amount because of the Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. (D) After re-entry, Landlord may relet the premises or any part thereof for any term at the rent and on the terms as Landlord may choose. Landlord may make alterations and repairs to the premises in order to relet said Leased Premises. Upon having the new Tenants sign a lease agreement, the Landlord agrees to terminate the present Lease Agreement. In addition to Tenant's liability to Landlord for breach of the Lease including but not limited to unpaid rent, Tenant shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Landlord under the new lease agreement and the rent installments that are due for the same period under this Lease.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder. No waiver by

Landlord of a default by Tenant shall be implied.

The remedies provided to Landlord under this lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. If Landlord commences an action to enforce this Lease, Tenant agrees to pay Landlord's actual costs and attorney fees. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

EXPENSES, DAMAGES AND RE-ENTRY: In the event that the Landlord shall, during the period covered by this Lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

ABANDONMENT: If, during the Term of this Lease, the Tenant shall for a period of thirty (30) days or more fail to pay Rent and abandon, vacate or remove from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on the Leased Premises, or shall cease doing business in the Leased Premises, Landlord may, at its option, after three (3) days written notice thereof to Tenant enter upon the Leased Premises and forthwith terminate this Lease and/or Tenant's right to possession hereunder and/or enforce Landlord's rights under this Lease by bringing suit in law and/or in equity. All terms stated under Section "Default" shall apply.

If Landlord does elect to terminate Tenant's right to possession only, without terminating the Lease, the Landlord may enter into the Leased Premises and remove Tenant's signs and other evidence of tenancy, at the risk, cost and expense of the Tenant, and take and hold possession thereof without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term. Tenant's vacating, abandonment or dispossession by process of law of the Leased Premises resulting in any personal property belonging to Tenant to be left on the premises shall be deemed abandoned at the option of the Landlord and shall become the property of the Landlord. Landlord may sell any or all of such property in such manner and at such times and places as Landlord may deem property, without notice to or demand upon Tenant, for the payment of any part of payments due Landlord from Tenant.

Upon and after entry into possession of the Leased Premises without termination of the Lease, Landlord may, but need not, relet the Leased Premises or any part thereof. Upon receiving a signed lease from a new tenant, the Lease Term shall end upon the date of beginning of the term of the new lease. In such case the Tenant shall pay forthwith to Landlord, the sum equal to the entire amount of the Base Rent plus any other sums then due hereunder for the Term of the Lease being ended upon the date of the beginning term of the new lease.

BANKRUPTCY AND INSOLVENCY: The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then, and in such event, this Lease may be canceled at the option of the Landlord.

RIGHT TO MORTGAGE: The Landlord reserves the right to mortgage said Leased Premises, the land, buildings or upon any buildings hereafter placed upon the land of which the Leased Premises form a part.

EMINENT DOMAIN: If any part of the Leased Premises shall be taken by eminent domain or condemnation, which taking interferes with the maintenance, operation or use of the Leased Premises, then upon giving Tenant thirty (30) days written notice Landlord may terminate this Lease as of the date when possession is required. If Landlord elects to continue the Lease, and if the taking reduces the area of the Leased Premises, the Rent shall be reduced in proportion to the area of the Leased Premises so taken. If all of the Leased Premises is taken by condemnation or eminent domain, this Lease shall terminate on the date of taking. All condemnation awards shall belong to Landlord; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of business, or depreciation of and cost of removal of stock and fixtures.

NOTICES: Whenever under this Lease a provision is made for notice of any kind, except notice of option to renew, if applicable, it shall be deemed sufficient notice and service thereof if such notice, to either party, is in writing addressed to the party at his last known address and deposited in the mail with postage prepaid and return receipt requested. Any notice given by mail shall be deemed given three (3) days following the date of mailing. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

QUIET ENJOYMENT: The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term aforementioned.

LEASE ADDENDUM: Any formally executed addendum or rider to this Lease shall be expressly deemed incorporated herein unless a contrary intention is clearly stated therein.

REMEDIES NOT EXCLUSIVE: It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.

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

It is agreed that in this Lease the word "he" shall be used as synonymous with the words "she", "it", and "they", and the word "his" synonymous with the words "her", "its", and "their." It is additionally agreed that the words "Landlord" and "Tenant" shall include, but is not limited to, its heirs, successors, executors, administrators, personal representatives, and agents.


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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Both parties acknowledges and agrees that they have not relied upon any prior written or oral


statements, representations, agreements or warranties except such as are expressed herein.

Witnessed By:

12/14/15
Date

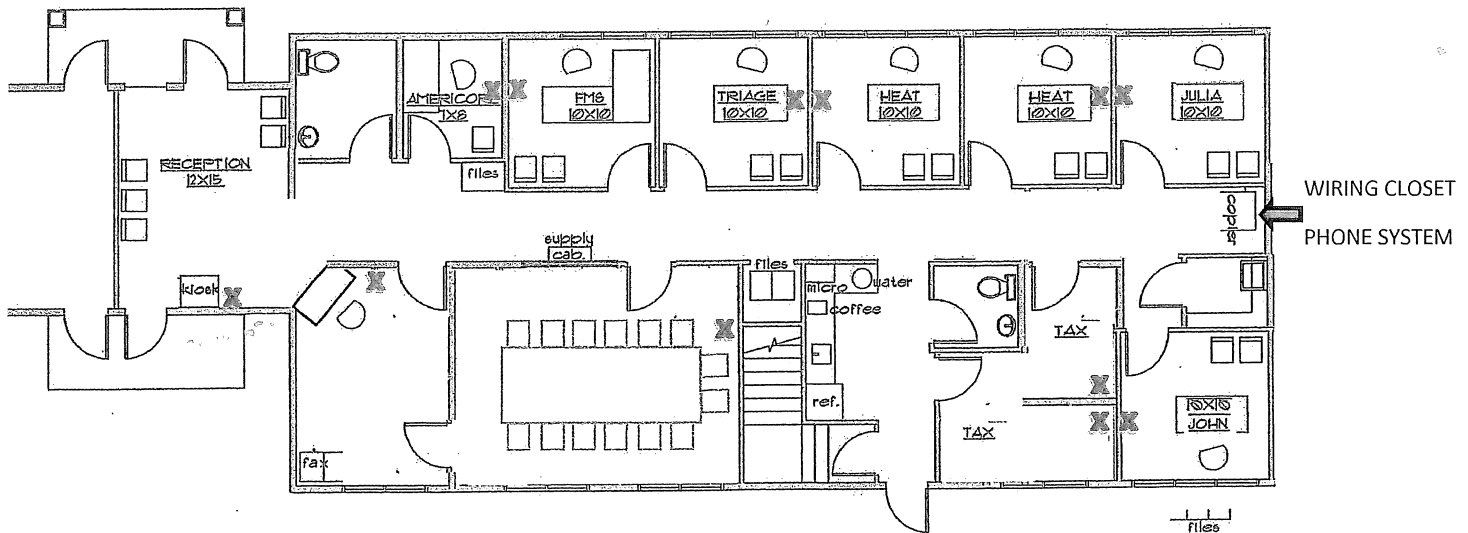

Jack VanTreese, Agent (231) 347-3943
For 2240 Mitchell Park, LLC, Lessor/Landlord

Dec 14, 2015
Date


John Stephenson, Executive Director (231) 947-3780
For NCMAA, Lessee/Tenant

Unit ~~1118~~ A

NMCAA 2240 MITCHELL PARK DRIVE PETOSKEY,



X PHONE / ETHERNET JACKS



REMODEL PLANS

SCALE: 1/8" = 1'-0"

THERE IS A CRAWLSPACE UNDER THE BUILDING

McLintock Version

- * extended approx. 10' x 29' (290sf)
- * reception and lobby enlarged
- * large conference with access to reception



ADDENDUM TO LEASE AGREEMENT



THIS ADDENDUM made this 20th day of May, 2025 between Scenic Farms, LLC, hereinafter called the Landlord, and Northwest Michigan Council of Governments, hereinafter called the Tenant to the Original Lease Agreement dated on June 30th, 2015. The Leased Premises being:

2240 Mitchell Park Dr., Suite B
Petoskey, MI 49770


All other terms, conditions and requirements stated in the aforementioned Lease Agreement shall be applied to this Addendum unless otherwise stated below in this Addendum.

LEASE TERM: Rental Rate shall be Five Thousand Eight Six & 13/100 (\$5,086.13) Dollars for the term of the lease. The new lease shall begin on October 1st, 2025 and shall be ended on September 30th, 2030.


OPTION TO EXTEND: Tenant shall have an additional Five Year Option, should they wish to take it, , giving notice 60 days prior to the end of the lease agreement with the intent to exercise the option.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Both parties acknowledge and agrees that they have not relied upon any prior written or oral statements, representations, agreements or warranties except such as are expressed herein.

Witnessed By:


Christopher Skrobeck, Agent
For Scenic Farms, LLC,
Lessor/Landlord

Phone: (231) 347-3943


Chris Christensen,
For Northwest Michigan Council of Governments,
Lessee/Tenant

Phone: (231) 929-5000
Email:

BUSINESS PROPERTY LEASE

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR THE PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE "TRUTH IN RENTING" ACT. IF YOU HAVE QUESTIONS ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WISH TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.

THIS LEASE AGREEMENT, made and entered into as of this 30 day of **June, 2015** contains the entire agreement by and between 2240 Mitchell Park, LLC, PO BOX 622, Petoskey MI 49770, hereinafter referred to as "Landlord" and **The Northwest Michigan Council of Governments**, the Lessee, whose address is **P.O. Box 506, Traverse City, Michigan 49685**, hereinafter referred to as "Tenant" and supersedes all previous negotiations leading thereto and it may be modified only by an agreement in writing signed and sealed by both parties.

DESCRIPTION: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described premises, to-wit:

**Suite B (per attached Exhibit "A")
2240 Mitchell Park Drive, Petoskey, Michigan**

Consisting of 4110± square feet of space
plus 1105± square feet of upper level storage space

TERM: For the term of Ten (10) years from and after the 1st day of **September, 2015** fully to be completed and ended **August 31, 2025**. This is a Triple Net Lease.

RENT: The monthly Base Rent of said premises shall be the sum of **Four Thousand Six Hundred and Twenty Three & 75/100 Dollars (\$4,623.75)** in lawful money of the United States payable monthly in advance upon the 1st day of each and every month **during the first five year term. Then, beginning September 1, 2020 the rent shall increase to \$5,086.13 for the remaining 5 years.** Payment should be sent to **Jack VanTreese & Associates, P.O. Box 622, Petoskey, MI 49770.**

The Tenant shall make all rental payments in full. Payment or receipt of a rental payment of less than the amount stated in the Lease shall be deemed to be nothing more than partial payment on that month's account.

Under no circumstances shall the Landlord's acceptance of a partial payment constitute accord and satisfaction. Nor will the Landlord's acceptance of a partial payment forfeit the Landlord's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

SECURITY DEPOSIT: Not required.

LATE CHARGES: Tenant's failure to pay any payments due Landlord promptly as stipulated herein this Lease may cause Landlord to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to, processing and accounting charges, attorney fees and late charges imposed by Landlord's mortgagee. Therefore, if Landlord does not receive payment within ten (10) days after due date of said lease, Tenant shall pay Landlord a Late Charge equal to five (5%) percent of the overdue amount. For the purposes of this Section the receipt date shall be the envelope post mark date, and this Late Charge shall apply for each thirty (30) day period after the initial grace period that a single delinquency exists. The parties agree that this late charge represents a fair and

reasonable estimate of the costs the Landlord will incur by reason of such late payment. Tenant agrees to keep its utility payments current, or otherwise will be responsible for the repair and rectification from any ensuing damage to the Premises caused by Tenant's failure to pay said utilities.

UTILITIES: The Tenant shall be responsible, and shall pay for any and all utilities such as heat, lights, water and cleaning within their portion of the building and all of the common area. Any additional utility services that are required by the Tenant, such as additional electrical services, shall be installed, maintained and paid for by the Tenant upon advance written notice to Landlord. If upon failure to keep such utilities current injury, damage or destruction is brought upon any part of the building; the Tenant shall be solely responsible for the expense to return the building to its state before the occurrence.

GARBAGE: The Tenant shall keep the Leased Premises in a sanitary condition at all times so as not to attract rodents and other pests. The Tenant agrees to make arrangements for the regular disposal of garbage and rubbish. The Tenant will reimburse the landlord for 65% of the monthly fee.

REAL ESTATE TAXES: Landlord shall pay all real property taxes on the building. The Tenant will reimburse the landlord for 65%. This section shall be liable for Late Charges as stipulated within this Lease.

COMMON AREA MAINTENANCE: The Tenant agrees to pay 65% for all snow removal, common area maintenance, hereinafter described as "Common Area Maintenance."

INSURANCE: At all times during the term of this Lease or any extensions thereof, Landlord shall cause the premises and the entire building to be covered by fire insurance with extended coverage provisions in the amount of the full replacement value of said building or improvements in comprehensive general liability insurance for personal injury, death and property damage in the amount of five hundred thousand dollars (\$500,000) per occurrence and one million dollars (\$1,000,000) aggregate. Tenant will reimburse landlord 65%.

The Tenant is advised to consult with Tenant's insurance agent regarding liability insurance, Tenant's personal property (furniture, furnishings and equipment) and glass breakage. The Landlord's insurance will not pay any liability claims against Tenant, nor will Landlord's insurance cover any loss of Tenant's personal property caused by fire or other casualty. Accordingly, the Tenant is advised to carry his own insurance against all such possible liabilities or losses.

The Tenant agrees to indemnify and hold harmless the Landlord, its agents or employees, from any and all losses, damages, liabilities and expenses for bodily damages to any person or property in, on, or about said leased Premises from any cause whatsoever. Tenant will procure and keep in effect during the term hereof public liability and property damage insurance on a comprehensive basis with inclusive limits of not less than the sum of Five Hundred Thousand Dollars (\$500,000) for damages resulting to one person, and One Million Dollars (\$1,000,000) for damages resulting from one casualty, and One Hundred Thousand Dollars (\$100,000) property damage insurance resulting from any one occurrence. Landlord shall be named on all liability policies maintained by the Tenant as additionally insured. Tenant shall deliver a copy of said policies to the Landlord and upon Tenant's failure so to do so, the Landlord may, at his option, obtain such insurance, and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

ADVERTISING DISPLAY: Landlord agrees to allow Tenant, at Tenant's expense, to have sign exposure. The location and design of said signage shall be subject to Landlord's approval, which approval shall be at Landlord's sole discretion, which shall not be unreasonably withheld. It is further agreed that all signs and advertising displayed in and about the premises shall be such only as to advertise the business

carried on upon said premises.

PARKING: There shall be a common parking area to be shared jointly by the tenants of the units in the building. Each Tenant shall exercise due care to keep the parking area open for the joint use of the other tenants and their customers. The Landlord may establish reasonable regulations for use of the parking space in order to keep areas available for customers open and readily accessible to the building.

The Tenant shall be responsible for maintenance of the parking lot, including snow and ice removal, during normal daytime business hours from approximately 8:00 a.m. until 6:00 p.m. of each business day, not including Sundays or holidays. The Tenant shall also, during these hours and days, be responsible for snow removal on the front entrance to the building. The Tenant shall not park their automobiles in the parking lot overnight nor shall the parking area be used for any sort of storage.

The pro-rated share of the snow removal shall be 65%. There is also a common patio off of the rear of this building that will be shared between both Unit A and Unit B.

USE AND OCCUPANCY: It is understood and agreed between the parties hereto that said Leased Premises during the continuance of this Lease shall be used and occupied for **professional office use** and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any municipal and county ordinances and codes and state and federal statutes now in force or any which may hereafter be in force, and that on any breach of this agreement the Landlord may, at his option, terminate this Lease forthwith and re-enter and repossess the Leased Premises. Tenant will not suffer any article to be brought or any act to be done, on the Premises which shall vitiate any policies of fire and extended coverage insurance thereon, or increase the premium thereof. The Tenant shall not use the Leased Premises for housing or sleeping purposes. No pets of any kind shall be kept or brought on the Premises.

CONDITION OF PREMISES AT TIME OF LEASE: The Tenant further acknowledges that he has examined the said Leased Premises prior to the making of this Lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the Leased Premises in their present condition at the date of the execution of this Lease.

The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises or any part of the building of which the Leased Premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes. The Landlord will not be responsible for lost or stolen property, equipment, money or any article taken from the Leased Premises or the building, unless occasioned by intentional or negligent act of the Landlord, its employees and agents.

CARE OF PREMISES: The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other tenants in the building or obstruct any of the entries, hallways, doors or stairways and shall keep Leased Premises under his control, clean and free from rubbish, dirt, snow and ice at all times. It is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said Leased Premises for the purpose of maintenance or cleaning, in which event the Tenant agrees to pay all expenses for the maintenance and/or cleaning. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented and the Landlord shall have the same remedy as is provided in Section "Default" of this Lease in the event of Tenant's failure to pay.

The Tenant shall promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, county and state authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

ACCESS TO PREMISES: The Landlord, or its agents, shall have the right to enter upon the Leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same within reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to his stock or business by reason thereof. The Tenant agrees that he will forthwith, on demand, pay to the Landlord the cost thereof and if he shall make default in such payment the Landlord shall have the remedies provided in Section "Default."

No additional locks or alarm systems shall be placed on any door in the building and/or Leased Premises without the prior written consent of the Landlord. Landlord will furnish at least one key to each door in the Leased Premises and necessary entry doors within the building. Additional keys may be provided, at Tenant's expense, upon notification of Landlord. Landlord may at all times keep a pass key to the Leased Premises. All keys shall be returned to Landlord promptly upon termination of this Lease.

Tenant, its officers, agents and employees shall, before leaving the Leased Premises unattended, close and lock all doors and shut off all applicable utilities (i.e. lights). Tenant agrees that if he is the last to leave the building, he shall close and lock all exterior building doors. Any damage resulting from failure to do so shall be paid by Tenant.

The Landlord reserves the right of free access at all times to the roof of said Leased Premises, and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures or use the roof for any purpose without the advanced written consent of the Landlord.

REPAIRS, MAINTENANCE AND ALTERATIONS: During the continuance of this Lease or any renewal or extension thereof, the Tenant agrees that he will be responsible and pay for any maintenance or replacement costs in order to keep the said Leased Premises in as good repair as when taken and will upon the last day of the term deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant agrees that maintenance within the Leased Premises shall include, but not be limited to, interior walls, ceiling, floor, windows and its attachments, doors and its attachments, heating systems, air conditioning, and plumbing and their attachments.

The Landlord, after receiving notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefore, agrees to keep in good order and repair the exterior structural walls, roof and foundation, and electrical systems, damage thereto by Tenant excluded.

The Tenant shall not make any alterations, additions or improvements to said Premises without the Landlord's prior written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease. All contractors and/or technicians performing any work for Tenant that shall affect any part of the Landlord's building including the Leased Premises must be referred to Landlord for approval before performing such work. Landlord shall not be held responsible for repairing or maintaining alterations, additions or improvements installed by the Tenant or its workmen.

The Tenant covenants and agrees that the Landlord may enter the premises at reasonable times to make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

Landlord shall take precautions to not unnecessarily interfere or restrict Tenant's use and occupancy of the Premises.

TENANTS OBLIGATION FOR MAINTENANCE: Tenant shall at all times keep in good order, condition and repair as Landlord shall determine (including replacement of parts and equipment, if necessary) the Leased Premises and all appurtenances thereto, including without limitation, the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the Leased Premises, including free flow up to the main sewer line, fixture, heating and air conditioning and electrical systems (whether or not located in the Leased Premises), sprinkler systems, walls, floors and ceilings. Tenant shall also keep the Leased Premises in a clean, sanitary, and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, at the sole cost and expense of Tenant, and Tenant shall comply with all requirements of law affecting the Leased Premises. Tenant shall permit no waste, damage or injury to the Leased Premises. At the expiration of the tenancy created hereunder, Tenant shall surrender the Leased Premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty excepted.

TENANTS SEMI-ANNUAL MAINTENANCE OBLIGATION: Tenant, at its own expense, shall not less than two (2) times per year, have a licensed air conditioning and heating company check and service the air conditioning and heating systems serving the Leased Premises. Tenant shall supply to Landlord a written report, no later than May 1 and November 1 of each year, of said servicing, Signed by the licensed air conditioning and heating contractor. If such written report is not received by Landlord as specified above, Landlord may have a licensed air conditioning and heating contractor inspect the air conditioning and heating systems, make all repairs and replacements as said contractor deems necessary, all at Tenant's sole expense.

ABUSE OF PLUMBING, WALLS, ETC: The plumbing facilities and adjoining or connecting sewer lines or mains shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. who shall, or whose employees, agents, invitees, or licensees shall have caused it. Tenant, its employees or agents, shall not paint, alter or deface any walls, ceilings, partitions, floors, wood, stone or iron work without Landlord's prior written consent.

DAMAGE OR DESTRUCTION: In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty as to become partially or totally untenable, the damage to the Leased Premises shall be promptly repaired by Landlord as reasonably possible within a maximum period of six (6) months of the casualty unless Landlord shall elect not to rebuild as hereinafter provided. A just and proportionate part of the Rent and all other charges shall be abated until the Premises are repaired. In the event that the Tenant shall fail to remove his merchandise, trade fixtures, furnishings or equipment within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of Rent during the period of such resulting delay and further there shall be no abatement of Rent if such damage or destruction of the Leased Premises shall result from the negligence or willful act of the Tenant or employees. If restoration of the Leased Premises takes longer than six (6) months, the parties of this Lease shall have the option to terminate the Lease Agreement upon written notice to the other party. The obligation of the Landlord hereunder shall be limited to reconstructing the Leased Premises in accordance with the initial plans and specifications for the construction of the Leased and to the amount of insurance proceeds which it receives in connection therewith.

In no event shall the Landlord be required to repair or replace the Tenant's merchandise, trade fixtures, furnishings or equipment. Landlord may elect either to repair or rebuild the Leased Premises or the building of which the Leased Premises are a part, as the case may be, or to terminate this Lease by giving written notice to the Tenant of its election to so terminate. Such notice shall be given within ninety (90) days after the occurrence of such damage or destruction. Nothing herein shall be interpreted as requiring the Landlord to rebuild and restore the Premises under any circumstances. Further, the decision of the Landlord shall be subject to the decision of the holders of the mortgage or mortgages on the Leased Premises.

WAIVER OF SUBROGATION: Each party hereto does hereby remise, release and discharge the other party hereto and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty from which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance.

ASSIGNMENT: Tenant may sublet any portion of the Leased Premises to departments of the State of Michigan without the written consent of the Landlord. The Tenant covenants not to assign, transfer, or sublet the Leased Premises or any part of the Leased Premises to any other parties outside the departments of the State of Michigan without the written consent of the Landlord, of which consent shall not be unreasonably withheld. Any assignment, transfer or subletting without said prior written consent shall give the Landlord the right to terminate his Lease and to re-enter and repossess the Leased Premises. Any assignment, transfer or subletting shall not release the Tenant from any obligations stated herein unless the Landlord otherwise agrees in writing.

RE-RENTING: The Tenant shall give at least sixty (60) days written notice of intent to terminate upon fulfillment of the full Terms of the Lease Agreement, delivered personally or by United States Mail, to Landlord. The Tenant hereby agrees that for a period commencing sixty (60) days prior to the termination of this Lease, the Landlord may show the premises to prospective tenants, upon notification of Tenant either verbally or by United States Mail and may display in and about said premises and including windows thereof, the usual and ordinary "To Rent" signs. **Tenant must furnish the Landlord with the Tenant's forwarding address within four (4) days after giving up occupancy.**

HOLDING OVER: It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary.

DEFAULT: Tenant shall have breached this lease and shall be considered in default hereunder if (A) Tenant files a petition in bankruptcy act, or makes an assignment for the benefit of creditors, (B) involuntary proceedings are instituted against Tenant under any bankruptcy act, (C) Tenant fails to pay any Rent or other payment due Lessor as stipulated in this Lease within ten (10) days after receipt of notice thereof from Landlord, or (D) Tenant fails to perform or comply with any of the covenants or conditions of this Lease and such failure continues for a period of thirty (30) days after receipt of notice thereof from Landlord.

In the event of a breach of this Lease, the rights of the Landlord shall be as follows: (A) Lessor shall have the right to cancel and terminate this Lease, as well as all of the rights, title, and interests of Tenant hereunder, by giving to Tenant not less than three (3) days notice of the cancellation and termination. On the expiration of the time fixed in the notice, the Lease and the rights, title, and interests of Tenant shall terminate in the same manner, except as to Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined. (B) Upon termination of the Lease, Landlord may re-enter the premises immediately and remove the property and personnel of Tenant, and

store the property in a public warehouse or at a place selected by Landlord, at the expense of Tenant. (C) Landlord may recover from Tenant all damages proximately resulting from the breach, including the cost of recovering the premises and the balance of the Lease payments, whether rental or otherwise, for the remainder of the Lease Term; which sum shall be immediately due Landlord from Tenant and shall be subject to Late Fees as set out in this Lease. The Tenant may not be liable for the total accelerated amount because of the Landlord's obligation to minimize damages, and either party may have a court determine the actual amount owed, if any. (D) After re-entry, Landlord may relet the premises or any part thereof for any term at the rent and on the terms as Landlord may choose. Landlord may make alterations and repairs to the premises in order to relet said Leased Premises. Upon having the new Tenants sign a lease agreement, the Landlord agrees to terminate the present Lease Agreement. In addition to Tenant's liability to Landlord for breach of the Lease including but not limited to unpaid rent, Tenant shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Landlord under the new lease agreement and the rent installments that are due for the same period under this Lease.

Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder. No waiver by Landlord of a default by Tenant shall be implied.

The LEASE will be declared forfeit and void in the event that the federal funds to the LESSEE are drastically cut, or become unavailable. The LESSOR will assess no penalty to the LESSEE and the LESSEE will remove themselves and all equipment and trade fixtures from the Premises. LESSEE will give LESSOR 180 day notice prior to cancellation of this lease because of Federal Funds being drastically cut or becoming unavailable.

EXPENSES, DAMAGES AND RE-ENTRY: In the event that the Landlord shall, during the period covered by this Lease, obtain possession of said premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages.

ABANDONMENT: If, during the Term of this Lease, the Tenant shall for a period of thirty (30) days or more fail to pay Rent and abandon, vacate or remove from the Leased Premises the major portion of the goods, wares, equipment or furnishings usually kept on the Leased Premises, or shall cease doing business in the Leased Premises, Landlord may, at its option, after three (3) days written notice thereof to Tenant enter upon the Leased Premises and forthwith terminate this Lease and/or Tenant's right to possession hereunder and/or enforce Landlord's rights under this Lease by bringing suit in law and/or in equity. All terms stated under Section "Default" shall apply.

If Landlord does elect to terminate Tenant's right to possession only, without terminating the Lease, the Landlord may enter into the Leased Premises and remove Tenant's signs and other evidence of tenancy, at the risk, cost and expense of the Tenant, and take and hold possession thereof without such entry and possession terminating the Lease or releasing Tenant, in whole or in part, from Tenant's obligation to pay the Rent hereunder for the full Term. Tenant's vacating, abandonment or dispossession by process of law of the Leased Premises resulting in any personal property belonging to Tenant to be left on the premises shall be deemed abandoned at the option of the Landlord and shall become the property of the Landlord. Landlord may sell any or all of such property in such manner and as such times and places as Landlord may deem property, without notice to or demand upon Tenant, for the payment of any part of payments due Landlord from Tenant.

Upon and after entry into possession of the Leased Premises without termination of the Lease, Landlord may, but need not, relet the Leased Premises or any part thereof. Upon receiving a signed lease from a new tenant, the Lease Term shall end upon the date of beginning of the term of the new lease. In such case the Tenant shall pay forthwith to Landlord, the sum equal to the entire amount of the Base Rent plus any other sums then due hereunder for the Term of the Lease being ended upon the date of the beginning term of the new lease.

BANKRUPTCY AND INSOLVENCY: The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then, and in such event, this Lease may be canceled at the option of the Landlord.

RIGHT TO MORTGAGE: The Landlord reserves the right to mortgage said Leased Premises, the land, buildings or upon any buildings hereafter placed upon the land of which the Leased Premises form a part.

EMINENT DOMAIN: If any part of the Leased Premises shall be taken by eminent domain or condemnation, which taking interferes with the maintenance, operation or use of the Leased Premises, then upon giving Tenant thirty (30) days written notice Landlord may terminate this Lease as of the date when possession is required. If Landlord elects to continue the Lease, and if the taking reduces the area of the Leased Premises, the Rent shall be reduced in proportion to the area of the Leased Premises so taken. If all of the Leased Premises is taken by condemnation or eminent domain, this Lease shall terminate on the date of taking. All condemnation awards shall belong to Landlord; provided, however, that Landlord shall not be entitled to any award made to Tenant for loss of business, or depreciation of and cost of removal of stock and fixtures.

NOTICES: Whenever under this Lease a provision is made for notice of any kind, except notice of option to renew, if applicable, it shall be deemed sufficient notice and service thereof if such notice, to either party, is in writing addressed to the party at his last known address and deposited in the mail with postage prepaid and return receipt requested. Any notice given by mail shall be deemed given three (3) days following the date of mailing. Notice need be sent to only one Tenant or Landlord where the Tenant or Landlord is more than one person.

QUIET ENJOYMENT: The Landlord covenants that the said Tenant, on payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said Leased Premises for the term aforementioned.

LEASE ADDENDUM: Any formally executed addendum or rider to this Lease shall be expressly deemed incorporated herein unless a contrary intention is clearly stated therein.

REMEDIES NOT EXCLUSIVE: It is agreed that each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits allowed by law.

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

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

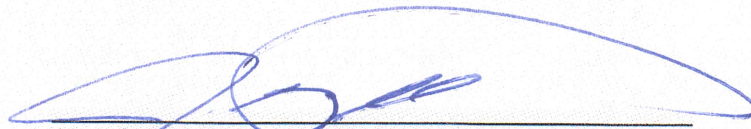
the words "Landlord" and "Tenant" shall include, but is not limited to, its heirs, successors, executors, administrators, personal representatives, and agents.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written. Both parties acknowledges and agrees that they have not relied upon any prior written or oral statements, representations, agreements or warranties except such as are expressed herein.

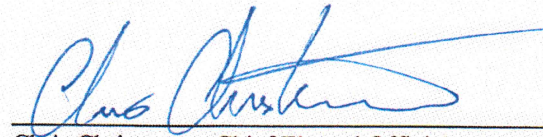
Witnessed By:

June 30, 2015
Date



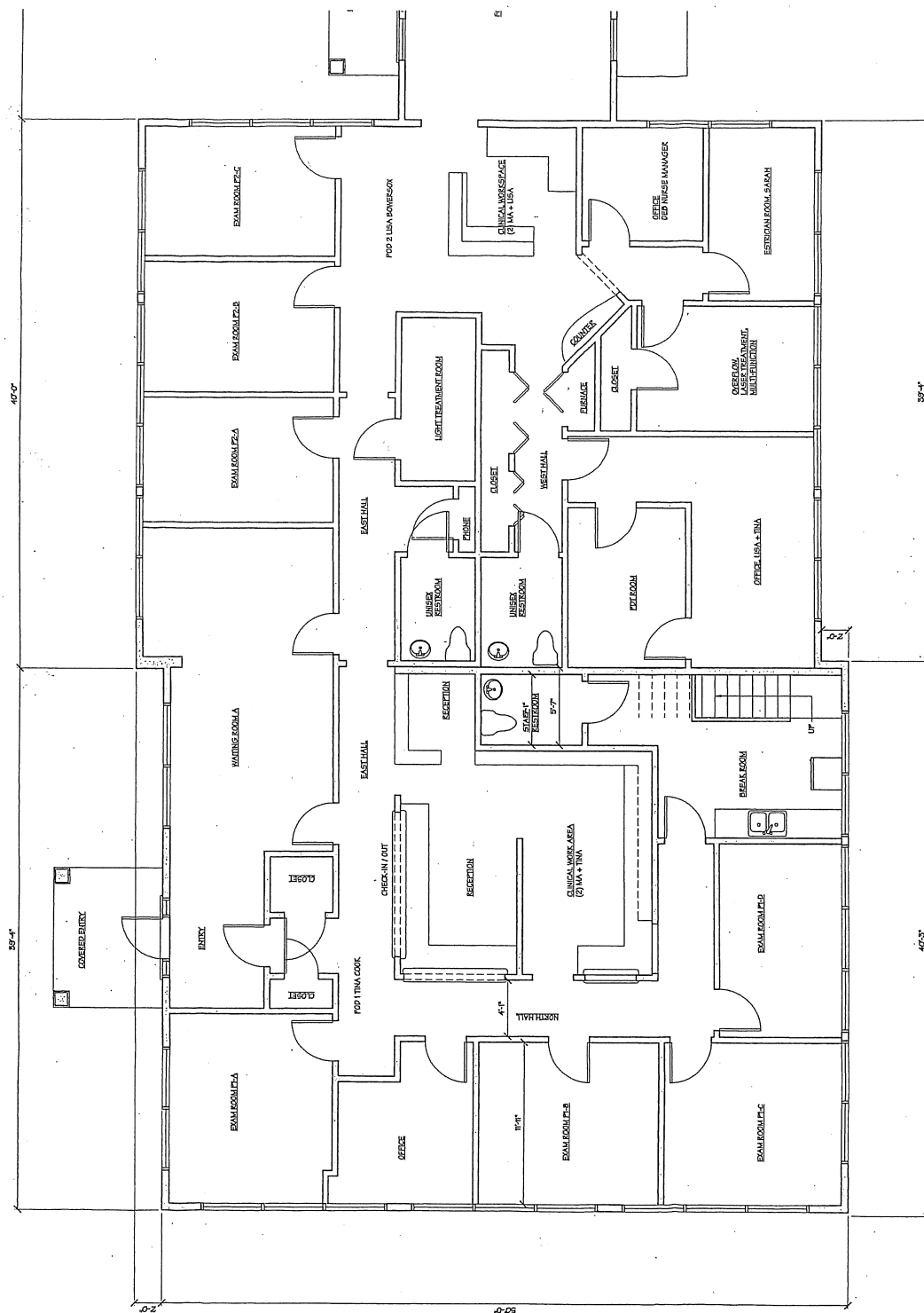
Jack Van Treese, Member
For: 2240 Mitchell Park, LLC, Lessor/Landlord

June 30, 2015
Date



Chris Christensen, Chief Elected Official
For: Northwest Michigan Council of Governments, Lessee/Tenant

Unit ~~1~~ B



WALL LEGEND

DEMO WALLS	[---]
EXISTING WALLS	[]
NEW WALLS	[]

NORTH WING PLAN
SCALE: 1/4" = 1'-0"

ELANÉ KEISER ARCHITECT
ARCHITECTURE & PLANNING
2050 M-119, PETROSKE, MI 48770
PH: (2231) 439-0472 FX: 439-0485
WWW.KEISERARCHITECT.COM
MEMBER OF THE AMERICAN INSTITUTE OF ARCHITECTS

MICHIGAN ARCHITECT
LICENSE NO. 45879

LOCATION
2240 MITCHELL PARK DR.
PETOSKEY, MI 49770
TYPE
INTERIOR REMODEL

DERMATOLOGY ASSOC.
OF NORTHERN
MICHIGAN, P.C.
OVERS
DR. COTTER
DR. VAZALE

DATE: 11-01-221
PROJECT NO:

Income Statement

2240 Mitchell Park Drive

Period = Jan 2024-Dec 2024

Book = Cash

ACCOUNT	PERIOD TO DATE
INCOME	
Rent	108,420.72
Property Tax - Tenant	9,507.72
Utilities- Tenant Pay	3,296.84
Trash - Tenant Pay	499.20
General Expenses-Tenant	1,254.75
TOTAL INCOME	122,979.23
EXPENSE	
Maintenance	1,804.73
Lawn/Garden Maintenance	1,040.00
Insurance	1,909.00
Property Management	8,758.92
Electricity	6,051.18
Gas	3,601.88
Water & Sewer	789.93
Trash	1,103.22
Snow Removal	2,209.29
Property Taxes	15,225.57
TOTAL EXPENSE	42,493.72
NET INCOME	80,485.51